

County of Albany

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



Meeting Agenda

Thursday, June 29, 2023

6:00 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. ADOPTING A DEBT POLICY FOR ALBANY COUNTY

CURRENT BUSINESS:

3. AMENDING THE 2023 DISTRICT ATTORNEY'S OFFICE BUDGET: ADMINISTRATIVE ADJUSTMENTS
4. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT AND AMENDING THE 2023 DISTRICT ATTORNEY'S OFFICE BUDGET
5. AMENDING THE 2023 PROBATION DEPARTMENT BUDGET: COLLECTIVE BARGAINING ADJUSTMENTS
6. AMENDING THE 2023 STORM WATER COALITION BUDGET: ADMINISTRATIVE ADJUSTMENTS
7. AMENDING RESOLUTION NOS. 489 AND 490 FOR 2021 AS AMENDED REGARDING NEW YORK STATE HOMES AND COMMUNITY RENEWAL COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT FUNDING
8. AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY LOCATED IN THE CITIES OF ALBANY AND COHOES TO THE ALBANY COUNTY LAND BANK CORPORATION
9. RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 439 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 236 ONTARIO STREET (TAX MAP NO. 65.61-2-29) IN THE CITY OF ALBANY
10. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 138 SOUTH HAWK STREET (TAX MAP NO. 76.55-2-46) IN THE CITY OF ALBANY

11. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS NILES ROAD EXTENSION (TAX MAP NO. 161.-1-7) IN THE TOWN OF RENSSELAERVILLE
12. AMENDING THE 2023 ALBANY COUNTY BUDGET: ADMINISTRATIVE ADJUSTMENTS
13. AMENDING RESOLUTION NOS. 158 FOR 2021 AND 540 FOR 2022 REGARDING THE ALBANY LAW ENFORCEMENT ASSISTED DIVERSION PROGRAM AND AMENDING THE 2023 ALBANY COUNTY BUDGET
14. AUTHORIZING AN AGREEMENT WITH BARTON AND LOGUIDICE REGARDING PROFESSIONAL SERVICES FOR THE ALBANY COUNTY HAZARD MITIGATION PLAN

County of Albany

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



Meeting Minutes

Thursday, May 25, 2023

6:30 PM

**Harold L. Joyce Albany County Office Building
Cahill Room - First Floor**

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Wanda F. Willingham, Matthew T. Peter, Paul J. Burgdorf, William M. Clay, Mark E. Grimm, David B. Mayo and Frank J. Commisso

Excused: Raymond F. Joyce and Lynne Lekakis

1. APPROVING PREVIOUS MEETING MINUTES
2. ESTABLISHING THE USA-250 COMMISSION FOR THE CELEBRATION OF THE 250TH YEAR FOLLOWING THE AMERICAN REVOLUTION AND INDEPENDENCE OF THE UNITED STATES

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

3. ESTABLISHING A VOTER RIGHTS DISCLOSURE POLICY FOR ALL POLLING PLACES MANAGED BY THE ALBANY COUNTY BOARD OF ELECTIONS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. ADOPTING A DEBT POLICY FOR ALBANY COUNTY

This proposal was tabled at the request of the Sponsor.

5. AUTHORIZING AN AGREEMENT WITH ALBANY HOUSING AUTHORITY REGARDING A SUB-LEASE OF PREMISES LOCATED AT 155 CLINTON AVENUE IN THE CITY OF ALBANY

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

CURRENT BUSINESS:

6. AUTHORIZING THE DISTRIBUTION OF MORTGAGE TAXES FOR THE PERIOD OCTOBER 1, 2022 THROUGH MARCH 31, 2023

This Resolution was positive recommendation.

7. AUTHORIZING AN AGREEMENT WITH KONICA MINOLTA REGARDING THE PURCHASE OF BALLOT PRINTERS FOR PRIMARY, GENERAL AND SPECIAL ELECTIONS

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

8. AMENDING THE 2023 WATER PURIFICATION BUDGET: EQUIPMENT REPAIR

This Resolution was positive recommendation.

9. AMENDING THE 2023 ALBANY COUNTY BUDGET: NEW YORK STATE HEALTH CARE AND MENTAL HYGIENE WORKER BONUS PROGRAM – VESTING PERIOD III

This Resolution was positive recommendation.

10. RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 398 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT NEW SALEM ROAD (TAX MAP NO. 82.-2-24) IN THE TOWN OF NEW SCOTLAND

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

11. AMENDING RESOLUTION NO. 506 FOR 2017 BY RESCINDING THE CONVEYANCE OF 343 FIRST STREET (TAX MAP NO. 65.56-3-61) IN THE CITY OF ALBANY AND AUTHORIZING THE CONVEYANCE OF THIS PROPERTY TO ANOTHER GRANTEE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

12. RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 481 FOR 2017 AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 17604 STEVENS ROAD (TAX MAP NO. 68.-1-59) IN THE TOWN OF KNOX

This Resolution was positive recommendation.



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY, JR
COMMISSIONER

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

PATRICK ALDERSON
DEPUTY COMMISSIONER

March 8, 2023

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action from the Department of Management and Budget seeking approval/adoption of a Debt Policy.

This Policy will set parameters for the issuance of debt for Albany County going forward, ensuring that the proper amount and type of debt is issued in the most cost effective manner possible.

If you have any additional questions, please contact me at your convenience. I will be at the Committee meetings where this is discussed as well.

Sincerely,

M. David Reilly
Commissioner



County of Albany

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

Legislation Text

File #: TMP-4118, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to approve a Debt Policy

Date: 03/07/2023
Submitted By: Sarah Cantwell
Department: Management & Budget
Title: Assistant Director of Budgetary Review
Phone: 518-447-5525
Department Rep.
Attending Meeting: David Reilly

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

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

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

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

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

Contract Terms/Conditions:

Party (Name/address):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

Scope of Services: Click or tap here to enter text.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

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

Is there a Fiscal Impact: Yes ☐ No ☒

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The purpose of the Albany County Debt Policy (the “Debt Policy” or “Policy”) is to help ensure that all debt issued by Albany County, New York (the “County”) is issued both prudently and cost effectively. The Debt Policy sets forth comprehensive guidelines for the issuance and management of all debt financings of the County. Adherence to the Policy is essential to ensure that the County maintains a sound debt position and protects the credit quality of its obligations.

Albany County Debt Policy

Section 1 -Purpose & Overview

The purpose of the Albany County Debt Policy (the “Debt Policy” or “Policy”) is to help ensure that all debt issued by Albany County, New York (the “County”) is issued both prudently and cost effectively. The Debt Policy sets forth comprehensive guidelines for the issuance and management of all debt financings of the County. Adherence to the Policy is essential to ensure that the County maintains a sound debt position and protects the credit quality of its obligations.

Section 2 - Roles & Responsibilities

The roles and responsibilities of the various County officials and departments are briefly described as follows:

County Executive

The Albany County Executive (the “County Executive”) shall make a recommendation to the Albany County Legislature (the “Legislature”) on all requests for action on financings based on requests from elected officials or department heads or in accordance with the County’s Capital Improvement Plan (the “CIP”).

County Comptroller

The Albany County Comptroller (the “County Comptroller”), as delegated by the Legislature pursuant to the Bond Resolutions, shall determine the financing structure necessary to fund the County’s various capital needs. The County Comptroller will determine which of the following financing structures is appropriate: (a) long-term bond debt, (b) short-term note debt, or (c) alternative debt. Upon the determination of a financing structure, the County Comptroller will select a debt repayment term that is permitted under the NYS Local Finance Law and consistent with this Policy.

The County Comptroller shall coordinate and oversee the activities and services required for the issuance of debt, in consultation with required professionals and other service providers.

The County Comptroller shall represent the County in meetings and discussions with any rating agencies.

The County Comptroller shall represent the County at all closings for issuance of debt issued by the County.

The County Comptroller shall coordinate with the County Commissioner of Management & Budget (the “Commissioner”) to ensure that all debt service items are included in the annual budget.

The County Comptroller shall determine the method of sale, as outlined in Section 6 of this Policy, and the timing of such sale best suited for each issue of debt authorized by a bond resolution approved by the Legislature.

The County Comptroller shall select the municipal advisor and the bond underwriter, for negotiated sales, pursuant to a request for proposal process, consistent with the policies and procedures of the County. For competitively sold debt, the County Comptroller will make the award to the lowest, responsible bidder.

The County Comptroller shall act as the County’s liaison to the County’s municipal advisor and/or bond underwriter.

The County Comptroller shall receive any bond and note proceeds on behalf of the County and coordinate with the Commissioner to ensure that the fiscal agent receives funds for payment of debt service on or before the debt service payment date.

The County Comptroller shall coordinate with bond counsel to ensure that bond counsel has reviewed all documents related to the issuance of debt and that, in the opinion of the bond counsel, all debt to be issued by the County is issued in compliance with the Local Finance Law, other applicable New York law and all applicable tax laws.

The County Comptroller shall, pursuant to its individual duties dictated under the County Charter and other related authority, (a) monitor the County's financial status, and (b) evaluate the impact of capital spending, operations, and debt service on the financial condition of the County. The County Comptroller shall coordinate such monitoring and evaluation with the Commissioner.

The County Comptroller shall provide the County Executive and the Commissioner with appropriate information for the Commissioner's agenda items necessary to adopt debt issuance resolutions.

County Commissioner of Management & Budget

The Commissioner will prepare a cash flow analysis in connection with the CIP prepared and submitted by the County Executive and, in connection with the preparation of such analysis, will determine the amount of net proceeds needed to fund the respective projects and costs of issuance and deliver such determination to the County Comptroller. The Commissioner shall coordinate with the County Comptroller regarding the preparation of the cash flow analysis.

The Commissioner shall coordinate with the County Legislature in connection with the preparation of bond resolutions and other actions necessary to authorize the issuance of debt.

The Commissioner shall coordinate with the County Comptroller to ensure that all debt service items are included in the annual budget.

The Commissioner shall, pursuant to its individual duties dictated under the County Charter and other related authority, (a) monitor the County's financial status, and (b) evaluate the impact of capital spending, operations, and debt service on the financial condition of the County. The Commissioner shall coordinate such monitoring and evaluation with the County Comptroller.

Section 3 -Governing Principles

Any action taken in the issuance of debt must be in accordance with the authority listed below. Issuance by the County of debt is governed by the New York State Constitution and Local Finance Law and other state law.

Article VIII, Section 4 of the New York State Constitution provides that no County, city, town, village or school district shall contract indebtedness which, including existing indebtedness, shall exceed seven percent (7%) of the five-year average full valuation of taxable real estate therein.

The County will utilize long-term borrowing only for capital improvement projects that cannot be financed from current revenue sources or when short term capital debt, i.e., bond anticipation notes, are not considered a more attractive funding alternative as determined by the County Comptroller.

In connection with the consideration by the County Comptroller of funding alternatives, the County Comptroller will consider state and federal funding sources with consultation and coordination with the Commissioner. Examples of alternative funding sources include the financing programs offered by the NYS Environmental Facilities Corporation and the Dormitory Authority of the State of New York.

With the assistance of bond counsel and the County's municipal advisor, when financing capital projects through the issuance of debt, the County will pay back the debt in a period not exceeding the assigned useful life or weighted average maturity of those projects being funded.

Actions taken in the issuance of debt shall be guided by:

- (1) The County Charter
- (2) The General Municipal Law
- (3) The Local Finance Law
- (4) The County General Fund Balance Policy
- (5) The Investment Policy for the County
- (6) The Code of Ethics and Financial Disclosure Law of the County

Section 4 — Debt/Credit Rating Objectives

The County will seek to maintain the highest possible credit ratings for all categories of debt that will not compromise delivery of basic County services and achievement of the County's policy objectives. It shall be the County's goal to maintain at least one long-term general obligation bond rating in the "double-A" category by at least one of the three major credit rating agencies, namely Fitch Ratings, Moody's Investors Service or S&P Global Ratings. Any change to the minimum credit quality level goal for the County shall be established by the Legislature by resolution.

Section 5 -Purpose, Type, & Use of Debt

In the issuance and management of debt, the County shall comply with the New York State Constitution, New York State Local Finance Law and with all other legal requirements imposed by federal, state, and local rules and regulations as applicable.

General Obligation Debt ("GO") debt is secured by the full faith and credit of the County, meaning that there is an obligation to levy taxes in an amount necessary to pay debt service, principal and interest, coming due each fiscal year. Debt service is intended to be paid from General Fund revenues and taxes collected by the County.

Revenue Bonds or Obligations are used to finance construction or improvements to facilities of enterprise systems operated by the County, in accordance with a system and plan of improvements. The enterprise systems must be an established system legally authorized for operation by the County. The County must pledge revenues generated by the debt-finance asset or by the operating system of which that asset is a part.

Short Term/Capital Project Obligations consisting of short-term, capital debt (bond anticipation notes and budget notes) may be warranted if timing, market conditions or other similar circumstances make them more

attractive than a long-term bond issue as determined by the County Comptroller in consultation with the County's municipal advisor.

Short Term/Cash Flow Obligations consisting of tax anticipation notes and revenue anticipation notes and typically having a term of twelve (12) months or less, will be used for the purpose of cash flow financing.

Other Financing Arrangements may include installment financings, equipment leases, energy performance contracts or "pay-as-you-go" debt. Installment financings, for example installment purchase contracts, are agreements in which the equipment or property is acquired and periodic payments are made to finance the acquisition. Other examples include funding alternatives provided under financing programs offered by the NYS Environmental Facilities Corporation and the Dormitory Authority of the State of New York.

"Pay-as-you-go" debt includes inter-governmental grants from federal, State and other sources; current revenues and fund balances; private sector contributions; public or private partnerships; and leasing payments.

The County will avoid the use of variable-rate debt for general obligation bond issuances.

Section 6 — Method of Sale of Obligations

Public Competitive Sale

Under New York State law, bonds issued in an amount in excess of five (5) million dollars to fund a capital project, must be sold at competitive sale. Short-term notes, with a maximum maturity of twelve (12) months, may be sold via competitive sale or negotiation, at the option of the County Comptroller. Upon authorizing a Public Competitive Sale pursuant to the Local Finance Law and related authority, the County shall undertake such Public Competitive Sale in accordance with Section 57.00 of the Local Finance Law.

Private Negotiated Sale

When necessary to minimize the costs and risks of borrowing, or when the expertise of an underwriter is necessary in a volatile market or for a particularly complex issue, the County Comptroller may provide for the sale of debt by negotiating the terms and conditions of sale, including prices, interest rates, underwriting fees and other compensation, as permitted by state and federal law, with one or more underwriters.

Section 7 — Financial Considerations

The Commissioner shall consider all fiscal conditions of the County to keep the annual debt service at a reasonable and prudent level, balancing the capital and borrowing needs of the County with the resources and the ability of the County to service the debt.

Section 8 - Authorized Professionals

Authorized financial professionals should be recommended by the County Comptroller. Authorized financial professional should be selected and authorized by the Legislature through a competitive bid process or through a request for proposals ("RFP") and follow the County's RFP and contract approval processes and policies. Recommendations of authorized financial professionals may include, but is not limited to, the following:

- (1) Bond Counsel
- (2) Municipal Advisor
- (3) Underwriter
- (4) Fiscal Agent
- (5) Trustee
- (6) Verification Agent
- (7) Arbitrage Consultant

Section 9 - Refunding Obligations

Outstanding bonds may be refunded (refinanced) with proceeds of debt sold through either a “current refunding” or an “advance refunding”. Outstanding bonds can be “currently refunded” with tax-exempt bond proceeds within ninety (90) days of the outstanding bonds’ call date. Outstanding bonds can be “*advance refunded*” with *Federally taxable* bonds in advance of ninety (90) days of their call date. It shall be a goal of the County that the savings generated by an advance refunding bond issue be in an amount that is equal to or exceeds three percent (3%), on a present value basis, of the principal amount of the debt being refunded. It shall be a goal of the County that the savings generated by a *current* refunding bond issue be in an amount that is equal to or exceeds two percent (2%), on a present value basis, of the principal amount of the debt being refunded.

The IRS does not limit the number of times that the County can advance refund outstanding debt with taxable debt nor does it limit the number of times that debt can be currently refunded with tax-exempt debt.

Initiating Bond Refinancing

The County Comptroller will review, or cause the County’s municipal advisor to review, the County’s outstanding debt and recommend issues for refunding as market opportunities arise.

Deferral of Debt Service

The County will not refinance debt for the purpose of deferring scheduled debt service unless unique circumstances, are present, as determined by the County Comptroller in consultation with the County Executive. The County is aware that refinancing outstanding debt for the purpose of deferring debt service may negatively impact the County’s credit rating. Refinancing debt to generate present value savings is generally considered to have positive credit implications.

Section 10 - Investment of Bond Proceeds

In connection with the issuance of debt, the County Comptroller will provide for the establishment of funds and accounts for the deposit of the proceeds of the debt.

The Commissioner, shall determine the length of time during which the proceeds of debt are to be invested after consultation with the County Comptroller and staff.

Investment of the proceeds of debt issued by the County will be made in accordance with federal and State laws and the County's Investment Policy.

Section 11 - Other Debt-Related Duties & Obligations

Arbitrage and Tax Law Requirements

- (1) Prior to any debt issuance, the County Comptroller shall be responsible for obtaining, or shall prepare, a schedule showing the expected timing and amount of expenditures to be made from the project fund funded with bond or note proceeds. This schedule will be used to develop an Arbitrage or Tax Certificate.
- (2) The County Comptroller will keep records of the investment of bond and note proceeds and bond and note funds sufficient to develop calculations required for compliance with federal arbitrage rules and other tax law requirements.
- (3) The County Comptroller shall be responsible for compliance with federal arbitrage reporting and other tax law requirements. As such, the services of a qualified, professional firm to provide calculations relating to potential arbitrage rebate liability of the County may be retained by the County Comptroller to assist with arbitrage compliance.

Disclosure Documents

The County is required to provide disclosure, generally in the form of an Official Statement, relating to each public offering of debt in an amount in excess of \$1 million or with a term exceeding nine (9) months. The County's municipal advisor will have primary responsibility for drafting and preparing the Official Statement, which will be reviewed by the County Comptroller and bond counsel, for each transaction. The County is responsible for providing complete and accurate information included in the Official Statement, and is responsible for the overall content of the document.

Continuing Disclosure Undertakings

Pursuant to SEC Rule 15c2-12, the County is required to provide Continuing Disclosure to investors on an annual basis through the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") website. Such annual disclosure shall be generally in the form consistent with the Official Statements relating to the County's public offering of debt and its audited financial statements. Working with the County, the County's municipal advisor will have primary responsibility for drafting and preparing such annual disclosures.

In addition, the County undertakes to provide certain material event notices to investors as required under SEC Rule 15c2-12. The County's municipal advisor will prepare and file such notices once informed of the occurrence of such events by the County.

DRAFT FOR DISCUSSION PURPOSES ONLY
DATED: MARCH 9, 2023

Section 1 - Purpose & Overview

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Section 2 - Roles & Responsibilities

The roles and responsibilities of the various County officials and departments are briefly described as follows:

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The Albany County Executive (the “County Executive”) shall make a recommendation to the Albany County Legislature (the “Legislature”) on all requests for action on financings based on requests from elected officials or department heads or in accordance with the County’s Capital Improvement Plan (the “CIP”).

County Comptroller

The Albany County Comptroller (the “County Comptroller”), as delegated by the Legislature pursuant to the Bond Resolutions, shall determine the financing structure necessary to fund the County’s various capital needs. The County Comptroller will determine which of the following financing structures is appropriate: (a) long-term bond debt, (b) short-term note debt, or (c) alternative debt. Upon the determination of a financing structure, the County Comptroller will select a debt repayment term that is permitted under the NYS Local Finance Law and consistent with this Policy.

The County Comptroller shall coordinate and oversee the activities and services required for the issuance of debt, in consultation with required professionals and other service providers.

The County Comptroller shall represent the County in meetings and discussions with any rating agencies.

The County Comptroller shall represent the County at all closings for issuance of debt issued by the County.

The County Comptroller shall coordinate with the County Commissioner of Management & Budget (the “Commissioner”) to ensure that all debt service items are included in the annual budget.

The County Comptroller shall determine the method of sale, as outlined in Section 6 of this Policy, and the timing of such sale best suited for each issue of debt authorized by a bond resolution approved by the Legislature.

The County Comptroller shall select the municipal advisor and the bond underwriter, for negotiated sales, pursuant to a request for proposal process, consistent with the policies and procedures of the County. For competitively sold debt, the County Comptroller will make the award to the lowest, responsible bidder.

The County Comptroller shall act as the County’s liaison to the County’s municipal advisor and/or bond underwriter.

The County Comptroller shall receive any bond and note proceeds on behalf of the County and coordinate with the Commissioner to ensure that the fiscal agent receives funds for payment of debt service on or before the debt service payment date.

The County Comptroller shall coordinate with bond counsel to ensure that bond counsel has reviewed all documents related to the issuance of debt and that, in the opinion of the bond counsel, all debt to be issued by the County is issued in compliance with the Local Finance Law, other applicable New York law and all applicable tax laws.

The County Comptroller shall, pursuant to its individual duties dictated under the County Charter and other related authority, (a) monitor the County’s financial status, and (b) evaluate the impact of capital spending, operations, and debt service on the financial condition of the County. The County Comptroller shall coordinate such monitoring and evaluation with the Commissioner.

The County Comptroller shall provide the County Executive and the Commissioner with appropriate information for the Commissioner’s agenda items necessary to adopt debt issuance resolutions.

County Commissioner of Management & Budget

The Commissioner will prepare a cash flow analysis in connection with the CIP prepared and submitted by the County Executive and, in connection with the preparation of such analysis, will determine the amount of net proceeds needed to fund the respective projects and costs of issuance and deliver such determination to the County Comptroller. The Commissioner shall coordinate with the County Comptroller regarding the preparation of the cash flow analysis.

The Commissioner shall coordinate with the County Legislature in connection with the preparation of bond resolutions and other actions necessary to authorize the issuance of debt.

The Commissioner shall coordinate with the County Comptroller to ensure that all debt service items are included in the annual budget.

The Commissioner shall, pursuant to its individual duties dictated under the County Charter and other related authority, (a) monitor the County's financial status, and (b) evaluate the impact of capital spending, operations, and debt service on the financial condition of the County. The Commissioner shall coordinate such monitoring and evaluation with the County Comptroller.

Section 3 -Governing Principles

Any action taken in the issuance of debt must be in accordance with the authority listed below. Issuance by the County of debt is governed by the New York State Constitution and Local Finance Law and other state law.

Article VIII, Section 4 of the New York State Constitution provides that no County, city, town, village or school district shall contract indebtedness which, including existing indebtedness, shall exceed seven percent (7%) of the five-year average full valuation of taxable real estate therein.

The County will utilize long-term borrowing only for capital improvement projects that cannot be financed from current revenue sources or when short term capital debt, i.e., bond anticipation notes, are not considered a more attractive funding alternative as determined by the County Comptroller.

In connection with the consideration by the County Comptroller of funding alternatives, the County Comptroller will consider state and federal funding sources with consultation and coordination with the Commissioner. Examples of alternative funding sources include the financing programs offered by the NYS Environmental Facilities Corporation and the Dormitory Authority of the State of New York.

With the assistance of bond counsel and the County's municipal advisor, when financing capital projects through the issuance of debt, the County will pay back the debt in a period not exceeding the assigned useful life or weighted average maturity of those projects being funded.

Actions taken in the issuance of debt shall be guided by:

- (1) The County Charter
- (2) The General Municipal Law
- (3) The Local Finance Law
- (4) The County General Fund Balance Policy
- (5) The Investment Policy for the County
- (6) The Code of Ethics and Financial Disclosure Law of the County

Section 4 — Debt/Credit Rating Objectives

The County will seek to maintain the highest possible credit ratings for all categories of debt that will not compromise delivery of basic County services and achievement of the County's policy objectives. It shall be the County's goal to maintain at least one long-term general obligation bond rating in the "double-A" category by at least one of the three major credit rating agencies, namely Fitch Ratings, Moody's Investors Service or S&P Global Ratings. Any change to the minimum credit quality level goal for the County shall be established by the Legislature by resolution.

Section 5 -Purpose, Type, & Use of Debt

In the issuance and management of debt, the County shall comply with the New York State Constitution, New York State Local Finance Law and with all other legal requirements imposed by federal, state, and local rules and regulations as applicable.

General Obligation Debt ("GO") debt is secured by the full faith and credit of the County, meaning that there is an obligation to levy taxes in an amount necessary to pay debt service, principal and interest, coming due each fiscal year. Debt service is intended to be paid from General Fund revenues and taxes collected by the County.

Revenue Bonds or Obligations are used to finance construction or improvements to facilities of enterprise systems operated by the County, in accordance with a system and plan of improvements. The enterprise systems must be an established system legally authorized for operation by the County. The County must pledge revenues generated by the debt-finance asset or by the operating system of which that asset is a part.

Short Term/Capital Project Obligations consisting of short-term, capital debt (bond anticipation notes and budget notes) may be warranted if timing, market conditions or other similar circumstances make them more attractive than a long-term bond issue as determined by the County Comptroller in consultation with the County's municipal advisor.

Short Term/Cash Flow Obligations consisting of tax anticipation notes and revenue anticipation notes and typically having a term of twelve (12) months or less, will be used for the purpose of cash flow financing.

Other Financing Arrangements may include installment financings, equipment leases, energy performance contracts or "pay-as-you-go" debt. Installment financings, for example installment purchase contracts, are agreements in which the equipment or property is acquired and periodic payments are made to finance the acquisition. Other examples include funding alternatives provided under financing the acquisition programs offered by the NYS Environmental Facilities Corporation and the Dormitory Authority of the State of New York.

"Pay-as-you-go" debt includes inter-governmental grants from federal, State and other sources; current revenues and fund balances; private sector contributions; public or private partnerships; and leasing payments.

The County will avoid the use of variable-rate debt for general obligation bond issuances.

Section 6 — Method of Sale of Obligations

Public Competitive Sale

Under New York State law, bonds issued in an amount in excess of five (5) million dollars to fund a capital project, must be sold at competitive sale. Short-term notes, with a maximum maturity of twelve (12) months, may be sold via competitive sale or negotiation, at the option of the County Comptroller. Upon authorizing a Public Competitive Sale pursuant to the Local Finance Law and related authority, the County shall undertake such Public Competitive Sale in accordance with Section 57.00 of the Local Finance Law.

Private Negotiated Sale

When necessary to minimize the costs and risks of borrowing, or when the expertise of an underwriter is necessary in a volatile market or for a particularly complex issue, the County Comptroller may provide for the sale of debt by negotiating the terms and conditions of sale, including prices, interest rates, underwriting fees and other compensation, as permitted by state and federal law, with one or more underwriters.

Section 7 — Financial Considerations

The Commissioner shall consider all fiscal conditions of the County to keep the annual debt service at a reasonable and prudent level, balancing the capital and borrowing needs of the County with the resources and the ability of the County to service the debt.

Section 8 - Authorized Professionals

Authorized financial professionals should be recommended by the County Comptroller. Authorized financial professional should be selected and authorized by the Legislature through a competitive bid process or through a request for proposals (“RFP”) and follow the County’s RFP and contract approval processes and policies. Recommendations of authorized financial professionals may include, but is not limited to, the following:

- (1) Bond Counsel
- (2) Municipal Advisor
- (3) Underwriter
- (4) Fiscal Agent
- (5) Trustee
- (6) Verification Agent
- (7) Arbitrage Consultant

Section 9 - Refunding Obligations

Outstanding bonds may be refunded (refinanced) with proceeds of debt sold through either a “current refunding” or an “advance refunding”. Outstanding bonds can be “currently refunded” with tax-exempt bond proceeds within ninety (90) days of the outstanding bonds’ call date. Outstanding bonds can be “*advance refunded*” with *Federally taxable* bonds in advance of ninety (90) days of their call date. It shall be a goal of the County that the savings generated by an advance refunding bond issue be in an amount that is equal to or exceeds three percent (3%), on a present value basis, of the principal amount of the debt being refunded. It shall be a goal of the County that the savings generated by a *current* refunding bond issue be in an amount that is equal to or exceeds two percent (2%), on a present value basis, of the principal amount of the debt being refunded.

The IRS does not limit the number of times that the County can advance refund outstanding debt with taxable debt nor does it limit the number of times that debt can be currently refunded with tax-exempt debt.

Initiating Bond Refinancing

The County Comptroller will review, or cause the County’s municipal advisor to review, the County’s outstanding debt and recommend issues for refunding as market opportunities arise.

Deferral of Debt Service

The County will not refinance debt for the purpose of deferring scheduled debt service unless unique circumstances, are present, as determined by the County Comptroller in consultation with the County Executive. The County is aware that refinancing outstanding debt for the purpose of deferring debt service may negatively impact the County’s credit rating. Refinancing debt to generate present value savings is generally considered to have positive credit implications.

Section 10 - Investment of Bond Proceeds

In connection with the issuance of debt, the County Comptroller will provide for the establishment of funds and accounts for the deposit of the proceeds of the debt.

The Commissioner, shall determine the length of time during which the proceeds of debt are to be invested after consultation with the County Comptroller and staff.

Investment of the proceeds of debt issued by the County will be made in accordance with federal and State laws and the County’s Investment Policy.

Section 11 - Other Debt-Related Duties & Obligations

Arbitrage and Tax Law Requirements

- (1) Prior to any debt issuance, the County Comptroller shall be responsible for obtaining, or shall prepare, a schedule showing the expected timing and amount of

expenditures to be made from the project fund funded with bond or note proceeds. This schedule will be used to develop an Arbitrage or Tax Certificate.

- (2) The County Comptroller will keep records of the investment of bond and note proceeds and bond and note funds sufficient to develop calculations required for compliance with federal arbitrage rules and other tax law requirements.
- (3) The County Comptroller shall be responsible for compliance with federal arbitrage reporting and other tax law requirements. As such, the services of a qualified, professional firm to provide calculations relating to potential arbitrage rebate liability of the County may be retained by the County Comptroller to assist with arbitrage compliance.

Disclosure Documents

The County is required to provide disclosure, generally in the form of an Official Statement, relating to each public offering of debt in an amount in excess of \$1 million or with a term exceeding nine (9) months. The County's municipal advisor will have primary responsibility for drafting and preparing the Official Statement, which will be reviewed by the County Comptroller and bond counsel, for each transaction. The County is responsible for providing complete and accurate information included in the Official Statement, and is responsible for the overall content of the document.

Continuing Disclosure Undertakings

Pursuant to SEC Rule 15c2-12, the County is required to provide Continuing Disclosure to investors on an annual basis through the Municipal Securities Rulemaking Board's ("MSRB") Electronic Municipal Market Access ("EMMA") website. Such annual disclosure shall be generally in the form consistent with the Official Statements relating to the County's public offering of debt and its audited financial statements. Working with the County, the County's municipal advisor will have primary responsibility for drafting and preparing such annual disclosures.

In addition, the County undertakes to provide certain material event notices to investors as required under SEC Rule 15c2-12. The County's municipal advisor will prepare and file such notices once informed of the occurrence of such events by the County.

Section 12 - Reporting

On an annual basis, following the filing of the County's annual update report ("AUD") by the County Comptroller with the State Comptroller, the County Comptroller will deliver to the County Legislature the amount of the Unassigned Fund Balance as reported in the AUD. Subsequently, on an annual basis, following the submission to the County of the County's annual, audited financial statement (the "Audit") by the County's auditor, the County Comptroller will deliver to the County Legislature the amount of the Unassigned Fund Balance as reported in the Audit.

The Commissioner of Management and Budget shall coordinate with departments submitting contract requests for projects included in the Capital Plan so that each request clearly states which bond (or resolution number if the project has funding authorization but no bonds have been issued) will be utilized to pay for the contract.

END OF DEBT POLICY

REQUEST FOR LEGISLATIVE ACTION

This resolution is sought to amend the budget so that the Office of the District Attorney can effectively comply with the stated purposes of the DCJS Discovery Grant budget and work plan.

Date:	03/30/2023
Submitted By:	David Soares
Department:	1165- District Attorney
Title:	District Attorney
Phone:	518-275-4701
Department Rep.	
Attending Meeting:	David Soares, Christopher Horn

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.:	Increase A91165.1.9900D, A91165.1.9954D,
A91165.2.2050D; Decrease A91165.4.4120	
Source of Funds:	DCJS
Title Change:	Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

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 ☐

<u>County Budget Accounts:</u>	
Revenue Account and Line:	Click or tap here to enter text.
Revenue Amount:	Click or tap here to enter text.

Appropriation Account and Line:
Appropriation Amount:

Click or tap here to enter text.
Click or tap here to enter text.

Source of Funding – (Percentages)

Federal:
State:
County:
Local:

Click or tap here to enter text.
100%
Click or tap here to enter text.
Click or tap here to enter text.

Term

Term: (Start and end date)
Length of Contract:

Click or tap here to enter text.
Click or tap here to enter text.

Impact on Pending Litigation

If yes, explain:

Yes ☐ No ☒

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:
Date of Adoption:

Click or tap here to enter text.
Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Discovery Grant funds intended to improve the posture of the Albany County District Attorney for compliance with Discovery Reform were all placed on A91165.4.4120 which limits how the funds can be spent towards that goal. The DCJS Discovery Grant budget and work plan indicates that the funds are to be spent on services and expenses related to discovery including; hardware, software, training and increased salaries to reduce turnover and improve morale. As it stands now, the funds can only be spent on Contractual Expenses. In order to spend the funds on computer hardware, overtime and increased salaries, some of the funds need to be moved to computer equipment and non-individual personnel lines. Sufficient funds for contracting with Axon for storage, case management and data migration will be left on A91165.4.4120.

Back-up Material Submitted: Budget Amendment Spreadsheet and current DCJS Discovery Grant budget and work plan.

APPROPRIATIONS

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 1165 4 4120	Discovery/Storage/Case Mgt Sys		\$ 250,000.00		District Attorney
A9 1165 1 9900D	Overtime	\$30,000.00			District Attorney
A9 1165 1 9954D	Enhanced Pay	\$100,000.00			District Attorney
A9 1165 2 2050D	Computer Equipment	\$120,000.00			District Attorney
TOTAL APPROPRIATIONS		\$250,000.00	\$250,000.00		

ESTIMATED REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES		\$0.00	\$0.00		
GRAND TOTALS		\$250,000.00	\$250,000.00		

Project No. Grantee Name
DG22-1008-D00 Albany County

12/09/2022

Project Title: Discovery Compensation

Contacts

Mr. William Connors
Acting Director
60 South Pearl Street
Mercantile Building
Albany, NY 12207
Phone:518 487-5200, Ext: Fax:518 487-5269
Email:william.connors@albanycounty.com

Ms. Heather Orth
Director of Communications
Albany County Judicial Center
6 Lodge Street
Albany, NY 12207
Phone:518-275-4704, Ext: Fax:518-487-5093
Email:heather.orth@albanycountyny.gov

Bethany Simpson
Administrative Liaison
6 Lodge St.
4th Floor
Albany, NY 12207
Phone:518-275-4757, Ext: Fax:
Email:bethany.simpson@albanycountyny.gov

Daniel C. Lynch
Deputy County Executive
112 State Street
Room 1200
Albany, NY 12207
Phone:518 447 7040, Ext: Fax:
Email:daniel.lynch@albanycountyny.gov

Project Start: 04/01/2021
Project End: 03/31/2023
Project Period: Years 2 Months 0
Submission Date: 12/09/2022 06:19 PM

EIN:
146002563
Municipality No:
010100000000
Dun & Bradstreet No:
060536653
Charities Registration No:

☐ Not For Profit
☐ Sectarian Entity

County:
Albany
Region:
Capital District

BUDGET SUMMARY

Grant Funds:	\$1,333,095.00	100.00%
Matching Funds:	\$0.00	0.00%
Total Funds:	\$1,333,095.00	

Project No. Grantee Name
DG22-1008-D00 Albany County

12/09/2022

Summary Description of Project

Albany County Discovery Reform plan. Please see attached documentation for additional detail.

Federal Program Purpose Area

<u>Program Purpose Code</u>	<u>Description</u>
-----------------------------	--------------------

Participants

<u>Participant Name</u>	<u>Type</u>	<u>Comments</u>
Albany County	Grantee	

<u>Contacts</u>	<u>Type</u>	<u>Phone</u>
Mr.William Connors	Primary	518 487-5200
Ms.Heather Orth	Fiscal	518-275-4704
Bethany Simpson	Fiscal	518-275-4757
Daniel C. Lynch	Signatory	518 447 7040

Project No. Grantee Name
DG22-1008-D00 Albany County

12/09/2022

Work Plan

Goal

Improve the posture of the Albany County District Attorney and Department of Probation for compliance with Discovery Reform

Objective #1

Enhance hardware and software capabilities of District Attorney

Task #1 for Objective #1

Procure storage and file sharing solution

Performance Measure

1 Hardware and software implemented, and staff trained on utilization

Objective #2

Provide administrative support for District Attorney

Task #1 for Objective #2

Increase salaries of support staff assigned to Discovery workflow

Performance Measure

1 Decrease in staff turnover and/or improved morale

Objective #3

Increase litigation readiness of District Attorney staff

Task #1 for Objective #3

Increase salaries of select attorneys to support Discovery compliance

Performance Measure

1 Decrease in staff turnover and improved morale

Objective #4

Increase pre-trial services provided by Department of Probation surrounding GPS monitoring and other technologies

Task #1 for Objective #4

Procure pre-trial services and technologies, including GPS

Performance Measure

1 Hardware and software implemented, and staff trained on utilization

Project No.	Grantee Name
DG22-1008-D00	Albany County
<u>Specific Questions</u>	

12/09/2022

Project No. Grantee Name
 DG22-1008-D00 Albany County
APPENDIX B - Budget Summary by Participant

12/09/2022

Albany County

Version 1

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Services and Expenses Related to Discovery	1	\$1,333,095.00	\$1,333,095.00	\$1,333,095.00	\$0.00
Justification: TBD						
Total				\$1,333,095.00	\$1,333,095.00	\$0.00

Albany County Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$1,333,095.00	\$1,333,095.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$1,333,095.00	\$1,333,095.00	\$0.00

Advance Request

Advance: \$0.00

Justification



P. DAVID SOARES
DISTRICT ATTORNEY

CHERYL K. FOWLER
CHIEF ASSISTANT DISTRICT ATTORNEY

CHRISTOPHER D. HORN
DEPUTY CHIEF ASSISTANT
DISTRICT ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE DISTRICT ATTORNEY
ALBANY COUNTY JUDICIAL CENTER
6 LODGE STREET
ALBANY, NEW YORK 12207
(518) 487-5460 - FAX: (518) 487-5093

June 14, 2023

Andrew Joyce
Albany County Legislature
112 State St, Room 700
Albany, NY 12207

Dear Mr. Joyce,

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

- Submit an application, enter into a contract with, and receive funds from the Division of Criminal Justice Services for the Gun Involved Violence Elimination Partnership along with a budget amendment.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 518-275-4701

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney

Cc: Rebekah Kennedy, Majority Counsel
Cc: Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Contract Authorization

Permission to submit an application, enter into a contract with, and receive funds from the Division of Criminal Justice Services for the Gun Involved Violence Elimination Partnership.

Date:	6/14/2023
Submitted By:	P. David Soares
Department:	District Attorney
Title:	District Attorney
Phone:	5184875460
Department Rep.	
Attending Meeting:	P. David Soares and Christopher Horn

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) Permission to submit an application, enter into a contract with, and receive funds from the Division of Criminal Justice Services for the Gun Involved Violence Elimination Partnership.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: A1165-03334
Source of Funds: State
Title Change:

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 Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability

☒ Other: (state if not listed) Permission to submit an application, enter into a contract with, and receive funds from the Division of Criminal Justice Services for the Gun Involved Violence Elimination Partnership.

Contract Terms/Conditions:

Party (Name/address):

NYS DCJS
80 South Swan Street
Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$672,433

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

Bond Res. No.:

Date of Adoption:

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: A1165-03334
Revenue Amount: \$672,433

Appropriation Account and Line: A91165 – 1150, 12056G, 12057G, 12012, 14021, 14032,
89010, 89030, 89060, 44039, 22999, 44046
Appropriation Amount: \$672,433

Source of Funding – (Percentages)

Federal:
State: 100%
County:
Local:

Term

Term: (Start and end date) 7/1/23 – 6/30/24
Length of Contract: 1 year.

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: 22-437
Date of Adoption: 11/14/22

Justification: (state briefly why legislative action is requested)

This RLA covers the eighth year of Albany’s participation in the Gun Involved Violence Elimination partnership for the Office of the District Attorney. Gun violence has increased exponentially in our vulnerable communities in Albany County. The law enforcement community is challenged by the proliferation of illegal weapons and the enhanced portals of accessibility. Criminal justice reforms have significantly hampered law enforcement’s ability to stem gun violence and preemptively deter those involved in gun violence culture. New York, in collaboration with federal partners, has invested significant resources into intelligence based investigation by amplifying the abilities of our preexisting Crime Analysis Centers. The Crime Gun Intelligence Center functions will assist both police and prosecutors in prioritizing our cases. Previous GIVE awards have enabled us to partially fund an Assistant District Attorney in a supervisory role, and two Investigators working part-time in support of GIVE. Last year, we were also able to partially fund an Intelligence ADA who works closely with the Albany Police Department, Albany County Crime Analysis Center and the Crime Gun Intelligence Center. Exponential increases in the volume of gun related crimes have limited the efficacy of our state’s deterrence investments thus far. In response, the Albany District attorney’s Office has received an increase of \$412,378 in funding. With these additional resources provided in 2023 through GIVE X, it is our intention to maximize the use of the funds to fully fund two new lines for more experienced prosecutors who will also be assigned to the GIVE and CGIC group. The Intelligence ADA, which is a pre-existing line, will now be almost fully funded as well.

APPROPRIATIONS

ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A 1165 1 2056G 130208	Senior Gun Prosecutor	\$ 39,334.00		\$ 118,000.00	District Attorney
A 1165 1 2057G 130209	Gun Prosecutor	\$ 34,000.00		\$ 102,000.00	District Attorney
A 1165 1 2012 130126	Intelligence ADA	\$ 30,667.00		\$ 92,000.00	District Attorney
A 1165 8 9060	Social Security	\$ 7,957.00			
	TOTAL APPROPRIATIONS	\$111,958.00	\$0.00		

ESTIMATED REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A 1165 0 3334	Operation GIVE Grant		\$ 111,958.00		District Attorney
	TOTAL ESTIMATED REVENUES	\$0.00	\$111,958.00		
	GRAND TOTALS	\$111,958.00	\$111,958.00		



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

Grantee/Contractor: Albany County District Attorney	Date: June 9, 2023
Program Name: GIVE (2023-24)	Award Amount: \$672,433.00¹
Signatory Name and Title: District Attorney David Soares	Term Dates: 7/1/23 – 6/30/24
Email: david.soares@albanycountyny.gov	Contract Number: C484932
Program Description: 2023-24 DCJS Gun Involved Violence Elimination (GIVE) Initiative	
New York State Division of Criminal Justice Services (DCJS) Commissioner Rossana Rosado is pleased to provide funding to your county and agency to support the Gun Involved Violence Elimination (GIVE) initiative. The GIVE initiative is a critical component of the State's violence prevention and reduction strategy. Thank you for your partnership to help keep New Yorkers safe. Please find attached the approved budget for the funded agencies within your county. If you have any programmatic questions, please contact Raymond Neves in the DCJS Office of Public Safety (OPS) at (518) 402-8455 or Raymond.Neves@dcjs.ny.gov.	
Grant Questions	
PRIMARY CONTACT Katie Nardolillo Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: (518) 457-6030 Email: Katie.Nardolillo@dcjs.ny.gov	SECONDARY CONTACT Dave Martin Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: (518) 485-9607 Email: David.Martin@dcjs.ny.gov

Thank you for all the work you do to protect the public and keep our communities safe. We look forward to continuing to work with you in our shared public safety mission.

Attachment: Instruction Sheet, GMS Application Manual

^[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.



**COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207**

PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycountyny.com

**WILLIAM CONNORS
Director**

**Lori Haggerty
Deputy Director**

**Michael OConnor
Principal Probation Officer**

**DANIEL P. MCCOY
County Executive**

May 19, 2023

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

Dear Chairman Joyce:

Albany County employees who are members of CSEA, has recently ratified an agreement. It is requested Legislative approval be granted to enter into a collective bargaining agreement with CSEA, Local 1000, AFSCME, AFL-CIO. This is a six year agreement beginning January 1, 2022 thru January 1, 2027.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

William Connors
Probation Director

WC/km
Enc.

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



County of Albany

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

Legislation Text

File #: TMP-4313, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
CSEA-Probation Staff Contract Ratification

Date: May 22, 2023
Submitted By: William Connors
Department: Probation Department
Title: Probation Director
Phone: 518-487-5194
Department Rep.
Attending Meeting: William Connors

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☒ Budget Amendment
- ☒ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☒ Other: (state if not listed) Collective Bargaining Agreement

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)

Collective Bargaining Agreement

Contract Terms/Conditions:

Party (Name/address):

CSEA Local 1000 AFSCME, AFL_CIO

Capital Region Office

1 Lear Jet Lane, Suite 2

Latham, NY 12110

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: Various Lines

Revenue Amount: See Attached

Appropriation Account and Line: Attached-All CSEA Probation Staff

Appropriation Amount: See Attached

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1.1.2022-12.31.2027

Length of Contract: 6 Years

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 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)

Memorandum of Agreement was entered on March 22, 2023 by the CSEA membership. The CSEA membership voted to ratify the agreement for the January 1, 2022 - December 31, 2027 Collective Bargaining Agreement.



Local 1000 AFSCME, AFL-CIO

CAPITAL REGION OFFICE

1 Lear Jet Lane, Suite 2
Latham, New York 12110

Office: 518-782-4400 • Fax: 518-785-4595

Stay Union ★ Stay Strong

RONALD BRIGGS Capital Region President	SHANA DAVIS Executive Vice President	SCOTT GARTLAND 1st Vice President	DANIELLE KILMER 2nd Vice President	MICHAEL GARFOLO 3rd Vice President	CYNTHIA STILES Secretary	STACEY DEYO Treasurer	DENISE WARREN Capital Region Director
--	--	---	--	--	------------------------------------	---------------------------------	---

April 11, 2023

VIA EMAIL AND FIRST-CLASS MAIL

Email: Peter.Apostol@albanycounty.ny.gov

Peter Apostol, Esq.
Director of Employee Relations
Albany County
112 State Street, 9th Floor
Albany, New York 12207

Dear Director Apostol:

Please be advised the CSEA membership of our Albany County Department of General Services Unit, #6000-05, voted to ratify the attached Memorandum of Understanding for the January 1, 2022 – December 31, 2027, successor Collective Bargaining Agreement.

Please notify me upon approval of same by the Albany County Legislature. Should you have any questions, please do not hesitate to contact me.

Thank you in advance for your attention to this matter.

Sincerely,

Virginia M. O'Brien
Labor Relations Specialist

Encl.

cc: D. Warren, Region Director (*Via Email Only w/o Encl.*)
A. Lashway, Unit President (*Via Email Only w/ Encl.*)
S. Allardice, Deputy Commissioner (*Via Email Only w/ Encl.*)

MEMORANDUM OF UNDERSTANDING

MADE BY AND BETWEEN
THE COUNTY OF ALBANY AND CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DEPARTMENTS OF GENERAL SERVICES #6000-05
ALBANY COUNTY LOCAL 801
March 22, 2023

The parties agree, subject to the approval by the Albany County Legislature and ratification by the bargaining unit, that all terms of the agreement that expired December 31, 2021 will continue forward except as modified below:

1. DUES DEDUCTION AND UNION RIGHTS:

Amend; see Attachment "1"

2. TERM OF THE AGREEMENT:

The term of the collective bargaining agreement shall be January 1, 2022 through December 31, 2027.

3. COMPENSATION:

Amend Article VII General Salary increase Section 1. Salary Increases, p.4, to read as follows:

The Salary Schedule shall be increased as follows:

1/1/2022 – 2%, retroactive to 1/1/2022, plus one-time payment of \$3,000 per each member of the bargaining unit. Any retroactive salary increase shall be paid after ratification and signing of the final agreement by both parties. \$3,000 signing bonus shall be paid in separate check from payroll no more than two pay periods after ratification and signing of the final agreement by both parties.

1/1/2023 – 2%, retroactive to 1/1/2023*

1/1/2024 – 3%

1/1/2025 – 3%

1/1/2026 – 3%

1/1/2027 – 3%

*In addition to the above salary increases, employees in the title of Building Maintenance Mechanic, Senior Maintenance Mechanic, Building Maintenance Helper, and Security Guard

shall receive an additional 2% increase retroactive to 1/1/2023 (for a total of 4% increase in 2023 for those titles).

Amend Salary Schedules (to be added)

Amend Article VII General Salary Increase Section 2. Longevity, p. 5, to read as follows:

The following longevity chart shall be in effect January 1, 2023:

<u>YEARS OF COMPLETED SERVICE</u>	<u>AMOUNT</u>
<u>3-4</u>	<u>\$150</u>
<u>5-6</u>	<u>\$350</u>
<u>7-9</u>	<u>\$600</u>
<u>10-14</u>	<u>\$1000</u>
<u>15-19</u>	<u>\$1500</u>
<u>20+</u>	<u>\$3200</u>

The following longevity chart shall be in effect January 1, 2024:

<u>YEARS OF COMPLETED SERVICE</u>	<u>AMOUNT</u>
<u>3-4</u>	<u>\$150</u>
<u>5-6</u>	<u>\$350</u>
<u>7-9</u>	<u>\$600</u>
<u>10-14</u>	<u>\$1000</u>
<u>15-19</u>	<u>\$1500</u>
<u>20+</u>	<u>\$5000</u>

This will be an annual payment, which is not added to the base salary. Payment will be made on the last pay period of the month of the employee's anniversary date. There is no prorating longevity. Longevity is based on total service with Albany County in accordance with County policy.

All increases applied under this section shall apply to those employees on the payroll on or after the signing of this agreement and/or any employees who have transferred within Albany County or separated service due to retirement or disability since January 1, 2022.

4. ABSENCE WITH PAY:

Amend Article VIII Absence with Pay Section 1(b) Holidays, p.5, to include Juneteenth holiday.

Amend Article VIII Absence with Pay Section 7(f) Leave for Bereavement, p. 16 to read as follows:

Leave for bereavement: Employees shall be allowed three (3) days bereavement leave per death for those defined as the immediate family. Immediate family shall be defined as an employee's spouse, mother, father, child, brother, sister, or surrogate parent. The employee will be allowed one (1) day bereavement leave per death for grandparents, grandchildren, aunts, uncles, mother-in-law, father-in-law, sister-in-law, and brother-in-law. Bereavement leave shall not accumulate nor be liquidated by cash for unused bereavement leave at the time of separation, retirement or death.

For those employees who are living in the same household with an individual who is not related in the manner listed above, such employees shall be entitled to three (3) days bereavement leave ~~upon the following conditions:~~

- ~~1). The employee designates the name of such person with the County;~~
- ~~2). The employee assumes the responsibility of updating such designation as changes occur;~~
~~and~~
- ~~3). The County agrees to keep such information confidential.~~

5. RETIREMENT HEALTH INSURANCE BENEFIT:

Amend Article XIII Health Insurance Section 5 Retirement, p. 25, to read as follows:

The County shall continue the New York State Retirement Plan 75-i. Effective on or before April 1, 1997, the County shall provide benefits pursuant to Section 41-j of the Retirement and Social Security Law. Effective January 1, 2022, employees must have completed fifteen (15) years of continuous service with the County to be eligible for continuation of health insurance in retirement.

6: MISCELLANEOUS:

Amend Article XXVII Miscellaneous by adding Section 20. a new Labor-Management Safety and Health Committee, to read as follows:

Albany County Department of General Services and CSEA shall establish a Labor/Management

Health and Safety Committee. The committee shall be composed of an equal number of representatives appointed by each party and shall be co-chaired by a CSEA and an Employer representative. The general responsibility of the committee will be to promote a safe and healthful workplace by recognizing hazards and recommending abatement of hazards and education programs. To fulfill this responsibility, the committee shall:

- a. Meet at least quarterly.
- b. Conduct inspections to find and evaluate hazards, and to offer recommendations for control of potential health and safety hazards.
- c. Appoint members, as needed, from the area of concern from CSEA to participate in inspections.
- d. Receive copies of all injury and illness reports, lists of toxic materials and exposure records.
- e. Promote health and safety education.
- f. Maintain and review minutes of Health and Safety Committee meetings.

Members of the Health and Safety Committee shall be allowed paid time off from their regular work while performing committee duties and shall also be allowed paid time off for training relating to health and safety.

7. TITLES:

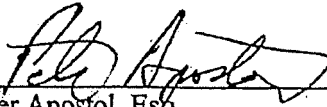
Amend **Appendix A**, p. 48 to reflect all titles in the bargaining unit.

8. OTHER:

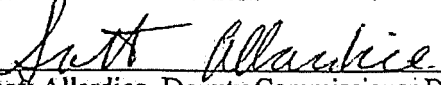
IN WITNESS WHEREOF, the parties hereto have caused this MOU to be signed by their respective representatives on this 22nd day of March 2023.

THE COUNTY OF ALBANY

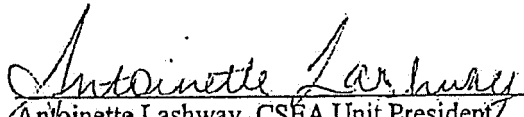
CSEA, Local 1000 AFSCME, AFL-CIO
ALBANY COUNTY DGS Unit #6000-05



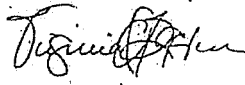
Peter Apostol, Esq.
Director Labor Relations



Scott Allardice, Deputy Commissioner DGS

 3/22/23

Antoinette Lashway, CSEA Unit President



Virginia O'Brien, Labor Relations Specialist

ATTACHMENT "1"

1. Amend **Article III Dues Deduction Section 1. Dues Deductions**, p. 1, to read as follows:

The Employer shall deduct from the wages of employees and remit, at the end of each month, to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who have signed the authorized payroll deductions. All deductions shall be identified by the employee's name and social security number. Such deductions shall be made in accordance with the authorization signed by the member and shall not be revocable unless CSEA notifies the Employer that they are no longer members.

2. Strike **Article III Dues Deduction Section 2. Agency Shop**: ~~The Employer agrees to comply with the New York State Civil Service Law, [as amended], in regard to agency shop deductions.~~

3. Amend **Article IV Union Rights**, p. 3, to add new **Section 2** to read as follows:

Upon the hiring of a new employee, the Employer shall provide the Unit President and the CSEA Labor Relations Specialist the following information:

Employee's Name

Address

Job Title

Department and work location

Within thirty (30) days of providing the above-referenced notice, the Albany County Departments of Social Services; Children, Youth & Families; Aging shall allow CSEA to meet with a new employee for a reasonable amount of time, not to exceed forty-five (45) minutes, during his or her work time. There shall be no charge to the leave credits of both the new employee and/or the CSEA representative and the Employer's representative shall not be present unless specifically requested by CSEA.

The Union shall be entitled to receive all personnel information pertaining to the bargaining unit upon request. The Department shall have a reasonable period to comply with the request.

ATTACHMENT "2" SALARY SCHEDULES (to be added)

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APPROPRIATIONS									
ACCOUNT NO.			RESOLUTION DESCRIPTION			INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A	3140	1 6016 001	380141	KEYPUNCH OPERATOR		\$1,766.00		\$45,478.00	PROBATION
A	3140	1 6022 001	380096	DATA ENTRY OPERATOR		\$1,339.00		\$34,466.00	PROBATION
A	3140	1 6043 001	380142	KEYBOARD SPECIALIST I		\$1,376.00		\$35,435.00	PROBATION
A	3140	1 6043 002	380143	KEYBOARD SPECIALIST I		\$1,343.00		\$34,580.00	PROBATION
A	3140	1 6043 003	380144	KEYBOARD SPECIALIST I		\$1,343.00		\$34,580.00	PROBATION
A	3140	1 6043 005	380146	KEYBOARD SPECIALIST I		\$1,364.00		\$35,125.00	PROBATION
A	3140	1 6102 001	380100	ACCOUNT CLERK I		\$1,528.00		\$39,343.00	PROBATION
A	3140	1 6102 002	380101	ACCOUNT CLERK I		\$1,528.00		\$39,343.00	PROBATION
A	3140	1 6102 003	380147	ACCOUNT CLERK I		\$1,834.00		\$47,207.00	PROBATION
A	3140	1 6200 001	380148	CLERICAL SUPERVISOR		\$1,614.00		\$41,543.00	PROBATION
A	3140	8 9030		Social Security		\$1,151.00			
A9	3140	1 9954		Enhanced Pay		\$27,000.00		\$27,000.00	PROBATION
A9	3140	1 9950		Longevity		\$15,700.00		\$15,700.00	PROBATION
A		0 0599		Appropriated Fund Balance			\$8,012.00		
A9	6100	4 4252		Medical Service Therapy			\$50,874.00		

TOTAL APPROPRIATIONS	\$58,886.00	\$ 58,886.00
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ESTIMATED REVENUES

ACCOUNT NO.			RESOLUTION DESCRIPTION			INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME

TOTAL ESTIMATED REVENUES	\$	-	\$	-
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GRAND TOTALS	\$ 58,886.00	\$ 58,886.00
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Stormwater Coalition of Albany County

Members

Albany County

City of Albany

Village of
Altamont

Town of
Bethlehem

City of Cohoes

Town of
Colonie

Village of
Green Island

Town of
Guilderland

Village of
Menands

Town of New
Scotland

Village of
Voorheesville

City of
Watervliet

University at
Albany-SUNY

May 31, 2023

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

Dear Chairman Joyce:

This is a request for legislative action to amend the 2023 Stormwater Coalition budget, as follows:

Increase Stormwater Program Coordinator line (8021 12629) by \$18,949.00
Decrease GIS Specialist line (8021 12633) by \$18,949.00

The Coalition Board of Directors met on May 12, 2023 to discuss why two candidates for the Coalition Program Director position recently turned down job offers. They reviewed the Civil Service job description, discussed the candidates, and decided that the Coalition Program Director salary offered to potential candidates should be in the range of \$70,000 to \$90,000, rather than the current maximum salary of \$71,000. This would potentially entice more candidates to apply for the position and allow the Coalition to make financially competitive job offers.

To cover the cost of this increase the Board agreed, pending legislative approval, to move 2023 funds from the GIS Specialist line which is currently vacant, to the Coalition Program Director line. This would increase the salary line to \$90,000. Remaining funds in the GIS Specialist line could then be used to potentially hire a part time, rather than full time employee. The Board acknowledged that going forward, to support a Coalition Program Director salary line of \$90,000, member dues may need to be increased or cuts made to program items. These details will be addressed in the 2024 Coalition budget.

If questions, please contact me at 447-5645 or Nancy.Heinzen@albanycountyny.gov. Thank you for considering this request.

Sincerely,

Nancy Heinzen
Director/Program Coordinator

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



County of Albany

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

Legislation Text

File #: TMP-4332, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget amendment - Salary line increase

Date: May 31, 2023
Submitted By: Nancy Heinzen
Department: Stormwater Coalition
Title: Director
Phone: 518-447-5645
Department Rep.
Attending Meeting: Nancy Heinzen or Others, as Needed

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.: 8021 12629 Stormwater Program Coordinator
Source of Funds: 8021 12633 GIS Specialist
Title Change: NA

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: NYSDEC MS4 Permit Stormwater Regulations - Joint Implementation

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: 8021 12629 Increase, 8021 12633 Decrease
Appropriation Amount: \$18,949.00

Source of Funding - (Percentages)

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

Term

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

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: None
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

This is a request for legislative action to amend the 2023 Stormwater Coalition budget, as follows:

Increase Stormwater Program Coordinator line (8021 12629) by \$18,949.00
Decrease GIS Specialist line (8021 12633) by \$18,949.00

The Coalition Board of Directors met on May 12, 2023 to discuss why two candidates for the Coalition Program Director position recently turned down job offers. They reviewed the Civil Service job description, discussed the candidates, and decided that the Coalition Program Director salary offered to potential candidates should be in the range of \$70,000 to \$90,000, rather than the current maximum salary of \$71,000. This would potentially entice more candidates to apply for the position and allow the Coalition to make financially competitive job offers.

To cover the cost of this increase the Board agreed, pending legislative approval, to move 2023 funds from the GIS Specialist line which is currently vacant, to the Coalition Program Director line. This would increase the salary line to \$90,000. Remaining funds in the GIS Specialist line could then be used to potentially hire a part time, rather than full time employee. The Board acknowledged that going forward, to support a Coalition Program Director salary line of \$90,000, member dues may need to be increased or cuts made to program items. These details will be addressed in the 2024 Coalition budget.

IIID PROGRAM BUDGET AMENDMENT

APPROPRIATIONS						
	ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9	8021 1 2629 001	550015 STORMWATER PROGRAM COORDINATOR	\$18,949.00		\$90,000.00	Stormwater Coalition
A9	8021 1 2633 001	550028 GIS SPECIALIST		\$18,949.00	\$43,051.00	Stormwater Coalition
TOTAL APPROPRIATIONS			\$18,949.00	\$18,949.00		
ESTIMATED REVENUES						
	ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES			\$0.00	\$0.00		
GRAND TOTALS			\$18,949.00	\$18,949.00		



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

June 6, 2023

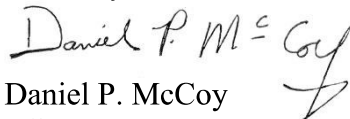
Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

On November 10, 2021 Albany County entered into an agreement with New York State Homes and Community Renewal (HCR) regarding the acceptance of Community Development Block Grant Program funding in the amount of \$1,389,890. The funding supports a partnership with the Albany County Land Bank to rehabilitate residential buildings into affordable homeownership opportunities and expansion of mental health services in Albany County. Increases in construction costs have resulted in project delays and an extension request was submitted to HCR. After discussion with HCR a 7.5-month extension was authorized. To date, the Land Bank has completed environmental testing, architecture and design work, site work, and completion of procurement for construction services. The project is expected to be complete by the end of this year. .

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

Sincerely


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. 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-4245, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Amendment to Extend Community Development Block Grant CARES (CDBG-CV)
Agreement with NYS Homes and Community Renewal

Date: 4/26/2023
Submitted By: Alexandra Araujo
Department: Management & Budget
Title: Grants Coordinator
Phone: 518-447-7042
Department Rep.
Attending Meeting: Adam Zaranko

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 5/1/2023

- ☐ 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):

Office of Community Renewal
38-40 State Street, Hampton Plaza, 4th Floor
Albany, New York, 12207

Additional Parties (Names/addresses):

Housing Trust Fund Corporation

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Funding will support housing remediation in the City of Albany South
End and a variety of mental health services in response to the impacts of the 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: 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: 100%

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 12/10/2021 - 12/31/2023

Length of Contract: 24 months

Impact on Pending Litigation Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 489, 2021; 507, 2022; 508, 2022

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

Justification: (state briefly why legislative action is requested)

On November 10, 2021 Albany County entered into an agreement with New York State Homes and Community Renewal (HCR) regarding the acceptance of Community Development Block Grant Program funding in the amount of \$1,389,890. The funding supports a partnership with the Albany County Land Bank to rehabilitate residential buildings into affordable homeownership opportunities and expansion of mental health services in Albany County. Increases in construction costs have resulted in project delays and an extension request was submitted to HCR. After discussion with HCR a 7.5-month extension was authorized. To date, the Land Bank has completed environmental testing, architecture and design work, site work, and completion of procurement for construction services. The project is expected to be complete by the end of this year. .



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

May 5, 2023

New York State Homes & Community Renewal
Office of Community Renewal
c/o Hailey Hamias
38-40 State Street, 4 South Hampton Plaza
Albany, NY 12207

Subject: Request for No Cost Extension of 8CVHR33-21

Albany County is requesting a no-cost, 7.5 month extension of the CDBG-CARES award 8CVHR33-21 through December 31, 2023. While the County has made progress on both the local mental health system enhancements and housing remediation projects, additional time is needed to allow the County and its sub awardees to see projects through to completion. The County has experienced unanticipated challenges in getting these projects kicked off due to national staffing shortages among mental health care providers and administrative backlog, as well as delays associated with higher than expected construction costs. We have been working closely with HCR staff to work through each of these issue as they arise and are now in a solid position to advance the projects funded by the Community Development Block Grant. An extension to the end 2023 should be sufficient to complete the work plan.

Schedule of Milestones (11/2021 – 5/3/2022)

In addition to working through the County's Legislative authorization process as well as HUD/HCR's administrative requirements for the CDBG program (e.g., environmental review, public comments, release of funds, etc.), Albany County and its sub-awardees have completed:

Housing Remediation

- Environmental Review Record - February 2022
- Architectural services procurement released - April 2022
- Architectural services contact executed - June 2022
- Architectural drawings and construction specifications package prepared - November 2022
- Construction services procured - November 2022
- Construction services responses received/reviewed - January 2023
- Project plans and approvals submitted for municipal permitting/approvals - April 2023
- Land Bank Board of Directors conditional approval of construction services contract - April 2023

Mental Health System Supports

- *Project 1 (LEAD)* – As of May 10, 2023 Albany County’s subawardee has spent down the entire budget for this project providing additional case management for Law Enforcement Assisted Diversion. Based on reporting from the sub-awardee to date, this funding has provided services to 174 unique persons across 369 engagements.
- *Project 2 (PSCC)* – Reinvigorated Patient/Program Services Coordinating Committee by hiring social worker and peer advocate. Funding didn’t begin until 4/1/22. Throughout this time period the Social Worker and Peer Advocate worked with high need individuals, connected them with resources and diverted them from unnecessary over-utilization of emergency services. Of note is an enhanced and sustained engagement of difficult/underserved individuals directly attributable to the hiring of PSCC staff. In March of 2023, ACDMH experienced a vacancy in the Social Work position. However, during this 18 month period, there’s been 774 high-touch engagements across 33 unique Individuals.
- *Project 3 (Hilltowns SUD)* – As previously noted, Hilltown Healthcare (the provider identified in the CDBG application) was no longer willing/able to offer space at their medical offices for automatic, on-site referrals to Albany County’s substance use disorder treatment provider. Funds were reallocated to enhance the presence/engagement with MOTOR (Mobile Outreach Treatment Overdose Response) with community members in under-served communities within the Hill Town area. During this period of time MOTOR has served 118 unique individuals and provided 252 engagements. Additionally, MOTOR has been able to participate in many community events and offer resources and information to countless individuals. MOTOR continues to expand overdose response services and as result increases the potential for saving lives.
- *Project 4 (ACCORD)* – Added 1 new social worker to the County’s alternative crisis co-responder (paramedic and social worker) program, known as ACCORD (Albany County Crisis Officials Responding and Diverting). Unfortunately, spending under CDBG didn’t begin until 4/1/22, and the new hire has since left County employment. While the County is actively recruiting to fill the vacancy, we have not been successful at this point in hiring for this position. We are hopeful that we will find the right candidate. Through the past 18 months there have been 1,826 services across 285 unique individuals. In spite of staffing challenges, there continues to be a critical need for ongoing expansion of these type of crisis services. Additional training opportunities and the purchase of interoperable communications equipment is ongoing and unique opportunities to enhance emergency response within the ACCORD program and best practices are being explored.

Schedule of Milestones (Present – 12/31/2023)

Housing Remediation

- Construction contract executed; (subject to extension); all muni permits secured – May 2023
- Construction services completed (per reduced scope of work) – May-2023 – December 2023
- Project Closeout – December 2023

Mental Health System Supports

- *Project 1 (LEAD)* – This aspect of the grant is completed.
- *Project 2 (PSCC)* – Hiring under the CDBG award didn’t start until 4/1/22. Due to the vacancy of one of the budgeted positions in this particular project, there is a small remaining balance in Personnel services. If the extension is granted, we would like to follow up with a request to reallocate this remaining balance to the Peer Advocate in 2023 that was hired as a part of this grant. The County

anticipates a continuation of the caseload experienced during the first 18 months, and to have completed the work plan by December of 2023. Albany County is confident that the budget will be exhausted by close of the grant.

- *Project 3 (Hilltowns SUD)* – Albany County reallocated funds allowing for enhanced awareness and provision of resources to community members. We believe with an expansion of the grant period, there's a high likelihood that the budget will be exhausted.
- *Project 4 (ACCORD)* – The County is actively recruiting to fill the vacancy, and we're optimistic that we'll find the right candidate. Additional training and the purchase of interoperable communications equipment is ongoing and it is our belief that these funds can be well utilized with an expanded time frame. However, because of the existing vacancy, it's unlikely that the Personnel portion of this budget (without a partial amendment or change to the original work plan) will be exhausted by close of the grant. A request for reallocation of part of these funds will be forthcoming.

Thank you in advance for consideration of this request. Should you have any questions, please don't hesitate to reach out to myself, Lucas Rogers, or Patrick Alderson.

Sincerely

A handwritten signature in cursive script that reads "Daniel P. McCoy".

Daniel P. McCoy
Albany County Executive



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

May 25, 2023

Daniel P. McCoy
County Executive
Albany County
112 State Street, Room 900
Albany, NY 12207

Re: Contract Extension Request - Approved
NYS CDBG Project # 8CVHR33-21

The NYS Office of Community Renewal (OCR) is in receipt of Albany County's letter requesting an extension beyond the project completion deadline of May 10, 2023. The decision to extend the project completion date is based on, but not limited to, several factors such as past performance of the recipient, the nature of the delay, and whether the project can be completed within a reasonable extended timeframe.

Based on OCR's review and careful consideration Albany County's request for an extension has been granted, and your revised project completion date is December 29, 2023, at which time the grant agreement will terminate. The project must be completed and all costs incurred no later than the completion date of the grant agreement. **Please be advised that any costs incurred after the revised project completion date will be ineligible for NYS CDBG reimbursement. Further requests for extension beyond December 29, 2023 may not be considered.** According to NYS CDBG policies Albany County will have up to 30 days after the revised completion date to submit a final reimbursement request for costs incurred up to the completion date. Following the submission of the final request for funds, all remaining NYS Community Development Block Grant (CDBG) funds for this project will be deobligated and reallocated according to New York State's Action Plan.

We share in your goal of successfully completing the project; therefore, we will work with you to closely monitor the progress and provide you with technical assistance as needed.

Please contact Community Developer Hailey.Hamias@hcr.ny.gov within the next five days to discuss a schedule to complete your project within the revised timeframe and to formally close out your project.

Sincerely,

Charles Phillion
Program Director
Office of Community Renewal

cc: Lucas Rogers, Policy Analyst, Albany County
Hailey Hamias, Community Developer, OCR



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

M. DAVID REILLY, JR.
COMMISSIONER

May 4, 2023

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

Dear Chairman Joyce:

Legislative authorization is requested to convey tax foreclosed properties located in the City of Albany and the City of Cohoes to the Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019, the Albany County Disposition Plan which states "Properties will be discretionally conveyed by the County of Albany to The Albany County Land Bank Corporation"

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

Sincerely Yours,

M. David Reilly
Commissioner

cc:

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



County of Albany

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

Legislation Text

File #: TMP-4266, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Legislative Action is requested to authorize the conveyance of tax delinquent foreclosed property located in the City of Albany and City of Cohoes to the Albany County Land Bank Corporation

Date:	May 5, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
Attending Meeting:	David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

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

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 51

Date of Adoption: 2/8/2021

Justification: (state briefly why legislative action is requested)

Pursuant to ABL Resolution No. 29 of 2019 the Albany County Disposition Plan, authorization is requested to convey tax foreclosed properties located in the City of Albany and City of Cohoes to the Albany County Land Bank Corporation.

Municipality	Street #	Street Name	Building/Lot	Tax Map #	Assessed value	Class Code
CITY OF ALBANY	36	BEVERLY AVE	Building	65.57-1-76	87,000	220-TWO FAMILY RESIDENCE
CITY OF ALBANY	318	SHERMAN ST	Building	65.54-5-32	36,000	210-ONE FAMILY RESIDENCE
CITY OF ALBANY	516	YATES ST	Building	64.76-1-34	1,100	210-ONE FAMILY RESIDENCE
CITY OF COHOES	114	ONTARIO ST	BUILDING	11.61-2-4	63,800	220 TWO FAMILY RESIDENCE
CITY OF COHOES	108	CONGRESS ST	BUILDING	10.75-2-9	51,600	220 TWO FAMILY RESIDENCE
CITY OF COHOES	127	REMSEN ST	Building	10.59-4-8	120,000	481 ATTACHED ROW BLDG



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

M. DAVID REILLY, JR
COMMISSIONER

May 15, 2023

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

Dear Chairman Joyce:

Legislative authorization is requested for the transfer of tax-foreclosed property located in the City of Albany, 236 Ontario Street.

This transfer is in accordance with Resolution No. 29 of 2019, which states "Properties which will be conveyed by the County to not-for-profit/non-profit entities for use for a public purpose. ".

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

Thank you for your consideration.

Sincerely Yours,

M. David Reilly, Jr
Commissioner

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



County of Albany

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

Legislation Text

File #: TMP-4304, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of a Tax Delinquent Foreclosed Property located in the City of Albany

Date:	May 15, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7070
Department Rep.	Michael McLaughlin
Attending Meeting:	David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

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

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 107

Date of Adoption: 3/13/2023

Justification: (state briefly why legislative action is requested)

Requesting Legislative Authority to rescind the authorization to convey a tax foreclosed property located in the City of Albany, 236 Ontario Street (Tax Map No. 65.61-2-29) per ABL Res No. 439 of 2020 to the Albany County Land Bank Corporation and convey this property to Not for Profit, American Dream Community Partnership, Inc. , for \$10,000.00. American Dream Community Partnership, Inc. have indicated that they intend to rehabilitate and repair the property so it can be offered to underprivileged individuals and families by providing them with affordable housing. This transfer is in accordance with Resolution No. 29 of 2019, which states "Properties which will be conveyed by the County to not-for-profit/non-profit entities for use for a public purpose ".

The following will be part of the sale of this property and is requested to be stated in the resolution of sale:

American Dream Community Partnership, Inc. will be subject to the following:

All closing costs.

A pro-rated share of any current real property taxes which are owed on the property as of the closing date.

April 14, 2023

Michael McLaughlin
Office of the Albany County Executive
112 State Street, Room 1200
Albany, New York 12207

Re: 236 Ontario Street
Albany, NY 12203

Dear Mr. McLaughlin,

I would like to submit this formal request to be on file for consideration of the purchase of 236 Ontario St in Albany, NY (Parcel ID: 65.61-2-29). The request to purchase is from American Dream Community Partnership Inc. a 501(c)(3) recognized nonprofit organization with 509(a)(2) public charity status. The offer would be for a purchase price of \$10,000 with the intention to rehabilitate and repair the property so it can be offered as housing which is in line with our mission.

American Dream Community Partnership works with communities to provide clean and affordable housing to all. We provide high quality apartments, maintained diligently and managed considerately, striving to move more residents to homeownership through direct education and support of the real estate purchase process. Our vision is a community that will flourish through high quality housing and increased homeownership.

We at American Dream Community Partnership envision a community that flourishes with the opportunity to live in well managed residences and participate in homeownership. The purchase of this property will enable us to make a positive impact towards this goal. We believe that everyone deserves access to safe and comfortable housing, and are committed to making that dream a reality. By acquiring this property, we hope to continue our work towards creating a better future for underprivileged individuals and families by providing them with affordable housing, and better serving the community we love.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Daniel C. Oh', is positioned above the printed name and title.

Daniel C. Oh
President
American Dream Community Partnership Inc.



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

April 21, 2023

Brad Glass
Director
City of Albany
Department of Planning and Development
200 Henry Johnson Boulevard
Albany, New York 12210

Director Glass,

Pursuant to the Albany County Property Disposition Plan, I am contacting you to make you aware we are undertaking the legislative authorization process to potentially dispense of the property located at 236 Ontario Street. Provided this request gains the approval of the County Legislature, we will convey tax map parcel 65.61-2-29 to a not-for-profit entity.

We view this transaction as beneficial to both County and City residents by remedying two examples of blight and returning them to productive use. Please let us know if you know of any potential issues that might arise with such a transfer or if the City of Albany has any objection.

Best,

Mike McLaughlin
Director of Policy and Research



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — City of Albany

Address of Properties — 236 Ontario Street

Tax Map Number-65.61-2-29

Property Description-One Family Year Round Residence

BIDDER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser-Daniel Oh

City of Albany-69 Winthrop Ave-153 Western Ave-57 S Main Ave-688 Central Ave
662 State St-664 State St-210 Sheridan Ave-11 Jeannette St

City of Cohoes-18,170 Lancaster St, 36 Chestnut St, 36 1st St, 1, 10 Richmond St
3 School St, 1-3 Hamilton St, 47-49 Vliet St, 68-70 Willow St, 2,4 Central Ave, 21 Sargent St
113,122,130,171 Remsen St, 3,35 Main St ,44 White St, 60 Olmstead St, 50 Garner St
9-11 Cataract St

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified Albany Code Enforcement Officer 5/3/2023

There are no outstanding violations-Verified Cohoes Code Enforcement Officer 5/11/2023

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 5/3/2023

COUNTY FORECLOSURE INFORMATION

Not Applicable as properties were never delinquent

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---May 11, 2023

LEGAL NOTICE

Notice is hereby given that the following property will be given consideration by the Albany County Legislature for transfer:

City of Albany

236 Ontario Street

ONE FAMILY YEAR ROUND

RESIDENCE

MAP NO. 65.61-2-29

ALBANY COUNTY DEPARTMENT
OF MANAGEMENT AND BUDGET

Dated: April 6, 2023

Albany, New York

EV 4/6/23

TIMES UNION

timesunion.com

Order Confirmation

<u>Ad Order Number</u> 0004242595	<u>Customer Account</u> 040365006
<u>Sales Rep.</u> loveria	<u>Customer Information</u> ALBANY COUNTY DEPT OF FINANC 112 STATE ST ALBANY NY 122072019 USA
<u>Order Taker</u> loveria	
<u>Ordered By</u> Anthony	<u>Phone:</u> 5184474912
<u>Order Source</u> Phone	<u>Fax:</u> <u>Email:</u> Anthony.DiLella@albanycounty ny.gov

Ad Content Proof

Note: Ad size does not reflect actual ad

LEGAL NOTICE

Notice is hereby given that the following property will be given consideration by the Albany County Legislature for transfer:

City of Albany
236 Ontario Street
ONE FAMILY YEAR ROUND RESIDENCE
MAP NO. 65.61-2-29

ALBANY COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET
Dated: 03/29/2023
Albany, New York

TU1t 4242595

Ad Cost

\$31.50

Payment Amt

\$0.00

Amount Due

\$31.50

Blind Box

Materials

Invoice Text

Ad Number
0004242595-01

External Ad #

Pick Up Number

Ad Type
120 Legal Liner

Ad Size
3 X 14 li

PO Number
03272023

Color
\$0.00

Color Requests

Product and Zone

Times Union, Full

Inserts

1

Placement

Legals

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

3/29/2023

Product and Zone

timesunion.com, Full

Inserts

1

Placement

Legals

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

3/29/2023

Department of State

Division of Corporations

Entity Information

[Return to Results](#)[Return to Search](#)

Entity Details



ENTITY NAME: AMERICAN DREAM COMMUNITY PARTNERSHIP, INC. **DOS ID:** 5905920

FOREIGN LEGAL NAME:

ENTITY TYPE: DOMESTIC NOT-FOR-PROFIT CORPORATION

SECTION OF LAW: 402 NCL - NOT-FOR-PROFIT CORPORATION LAW

DATE OF INITIAL DOS FILING: 12/30/2020

EFFECTIVE DATE INITIAL FILING: 12/30/2020

FOREIGN FORMATION DATE:

COUNTY: ALBANY

JURISDICTION: NEW YORK, UNITED STATES

FICTITIOUS NAME:

DURATION DATE/LATEST DATE OF DISSOLUTION:

ENTITY STATUS: ACTIVE

REASON FOR STATUS:

INACTIVE DATE:

STATEMENT STATUS: NOT REQUIRED

NEXT STATEMENT DUE DATE:

NFP CATEGORY: CHARITABLE

[ENTITY DISPLAY](#)[NAME HISTORY](#)[FILING HISTORY](#)[MERGER HISTORY](#)[ASSUMED NAME HISTORY](#)

Service of Process on the Secretary of State as Agent

The Post Office address to which the Secretary of State shall mail a copy of any process against the corporation served upon the Secretary of State by personal delivery:

Name: THE CORPORATION

Address: 130 REMSEN STREET, SUITE 204, COHOES, NY, UNITED STATES, 12047

Electronic Service of Process on the Secretary of State as agent: Not Permitted

Chief Executive Officer's Name and Address

Name:

Address:

Principal Executive Office Address

Address:

Registered Agent Name and Address

Name:

Address:

Entity Primary Location Name and Address

Name:

Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value

Number Of Shares

Value Per Share

Land Parcels (2022)

Municipality: City of Albany

Parcel Location: 236 Ontario St

Land Parcel: 65.61-2-29

Owner Name: Sid Property Deal Corporation

Property Class Code: 210

Property Class Description: One Family Year-Round Residence

Year Built: 1918

School District Code: 010100

School District: Albany City School District

Acres: 0.04 ac.

Deed Reference: NOT AVAILABLE

Land Assessment: \$16,000.00

Total Assessment: \$82,000.00

[PDF Tax Map](#)

[Google Maps](#)

Zoom to

COUNTY OF ALBANY



Parcel Find

PARCEL: 065061000202900000000
LOCATION: 236 ONTARIO ST
NAME: *** VARIOUS **
TAX LIEN - 2018
EFF DATE: 04/24/2023

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2021	RE-1	6931	Y	236 ONTARIO ST	1,674.36	1,674.36	2,152.75
2020	RE-1	6875	Y	236 ONTARIO ST	1,954.85	1,954.85	2,646.79
2020	RE-E	3906	Y	236 ONTARIO ST	2,024.86	2,024.86	2,661.25
2019	RE-1	6345	Y	236 ONTARIO ST	3,000.46	3,000.46	4,543.04
2019	RE-E	3230	Y	236 ONTARIO ST	2,212.23	2,212.23	3,063.47
2018	TL-1	1603	Y	236 ONTARIO ST	2,170.93	2,170.93	3,603.74
2018	TL-E	706	Y	236 ONTARIO ST	2,354.59	2,354.59	3,461.98
2017	TL-1	2085	Y	236 ONTARIO ST	2,657.56	2,657.56	4,554.96
2017	TL-E	1456	Y	236 ONTARIO ST	2,354.16	2,354.16	3,674.24
2016	TL-E	1644	Y	236 ONTARIO ST	2,275.37	2,275.37	4,095.67
2016	TL-1	1248	Y	236 ONTARIO ST	2,459.58	2,459.58	4,538.20
2015	TL-E	1211	Y	236 ONTARIO ST	2,525.57	2,525.57	4,899.61
2015	TL-1	739	Y	236 ONTARIO ST	2,168.70	2,168.70	4,380.77
2014	TL-1	1642	Y	236 ONTARIO ST	1,830.48	1,830.48	3,546.73
2014	TL-E	1337	Y	236 ONTARIO ST	2,582.81	2,582.81	5,331.89
2013	RE-1	9285	Y	236 ONTARIO ST	1,947.39	0.00	0.00
2013	RE-E	6480	Y	236 ONTARIO ST	2,041.26	0.00	0.00
2012	RE-1	8324	Y	236 ONTARIO ST	1,268.21	0.00	0.00
2012	RE-E	5124	Y	236 ONTARIO ST	2,135.60	0.00	0.00
2011	RE-1	8564	Y	236 ONTARIO ST	1,236.24	0.00	0.00
2011	RE-E	5381	Y	236 ONTARIO ST	2,070.30	0.00	0.00
2010	RE-1	8202	Y	236 ONTARIO ST	1,296.26	0.00	0.00
2010	RE-E	4899	Y	236 ONTARIO ST	1,915.34	0.00	0.00
2009	RE-E	5142	Y	236 ONTARIO ST	1,751.00	0.00	0.00
2008	RE-E	3657	Y	236 ONTARIO ST	1,621.06	0.00	0.00
2005	RE-1	8218	Y	236 ONTARIO ST	1,034.43	0.00	0.00
2003	RE-E	1536	Y	236 ONTARIO ST	1,401.72	0.00	0.00
2003	RE-1	1535	Y	236 ONTARIO ST	1,150.23	0.00	0.00
2002	RE-1	35417	Y	236 ONTARIO ST	1,261.29	0.00	0.00
2002	RE-E	6493	Y	236 ONTARIO ST	1,614.55	0.00	0.00
2001	RE-E	18126	Y	236 ONTARIO ST	1,419.66	0.00	0.00
2001	RE-1	18124	Y	236 ONTARIO ST	1,354.44	0.00	0.00
2000	RE-E	18125	Y	236 ONTARIO ST	1,358.45	0.00	0.00
2000	RE-1	18122	Y	236 ONTARIO ST	1,113.91	0.00	0.00
1999	RE-E	18123	Y	236 ONTARIO ST	1,373.93	0.00	0.00
1999	RE-1	18120	Y	236 ONTARIO ST	1,023.44	0.00	0.00
1998	RE-E	18121	Y	236 ONTARIO ST	1,338.76	0.00	0.00
1998	RE-1	18118	Y	236 ONTARIO ST	798.58	0.00	0.00
1997	RE-E	18119	Y	236 ONTARIO ST	1,146.12	0.00	0.00
1997	RE-1	18116	Y	236 ONTARIO ST	788.39	0.00	0.00
1996	TL-1	18115	Y	236 ONTARIO ST	1,272.51	0.00	0.00
1996	RE-E	18117	Y	236 ONTARIO ST	1,089.62	0.00	0.00
1995	TL-E	18114	Y	236 ONTARIO ST	1,206.20	0.00	0.00
1995	TL-1	18113	Y	236 ONTARIO ST	1,201.71	0.00	0.00
1994	TL-E	18112	Y	236 ONTARIO ST	1,056.23	0.00	0.00
1994	TL-1	18111	Y	236 ONTARIO ST	1,148.07	0.00	0.00
TOTAL DUE NOW					57,155.09		
TOTAL UNPAID					34,246.51		



Parcel Find

PARCEL: 06506100020290000000
LOCATION: 236 ONTARIO ST
NAME: *** VARIOUS **

TAX LIEN - 2018
EFF DATE: 04/24/2023

YEAR	CAT	BILL #	SC REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
------	-----	--------	--------------	------------	------------	---------



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

M. DAVID REILLY, JR
COMMISSIONER

May 10, 2023

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

Dear Chairman Joyce:

Legislative authorization is requested to transfer tax-delinquent foreclosed property located in the City of Albany, 138 S Hawk Street to an abutting property owner.

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

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

Sincerely Yours,

M. David Reilly, JR
Commissioner

cc:

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



County of Albany

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

Legislation Text

File #: TMP-4331, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Delinquent Foreclosed Property located in the City of Albany

Date:	May 31, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
Attending Meeting:	David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

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

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

Legislative authorization is requested to transfer a pending tax foreclosed property located in the City of Albany, 138 S Hawk Street Tax Map No. 76.55-2-46 to an abutting property owner Lydia Fragoso, 168 Catherine Street, Albany NY, 12210 for \$1,500.

Lydia Fragoso per her submission has indicated she currently maintains this property and now wants to acquire it. This transfer is in accordance with Resolution No. 29 of 2019, which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

As part of this sale, Lydia Fragoso will be subject to:

All closing costs

A pro-rated share of any current real property taxes which are owed on the property as of the closing date.

May 10, 2023

Albany County Executive.

My Name is Lidia Fragoso and I am writing to express my interest in 138 South Hawk st. I own 168 Catherine Street which make me an abutting owner to 138 s hawk st and have been up keeping this property. I am offering \$1500 for it.

Lidia Fragoso-518-253-0653

168 Catherine Street, Albany NY 12202



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — City of Albany

Address of Properties -138 S Hawk Street

Tax Map Number-76.55-2-46

Property Description-Residential Vacant Land

BIDDER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser-Lidia Fragoso

City of Albany-168 Catherine St, 226 S Swan Street

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified Albany Code Enforcement Officer 5/9/2023

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 5/9/2023

COUNTY FORECLOSURE INFORMATION

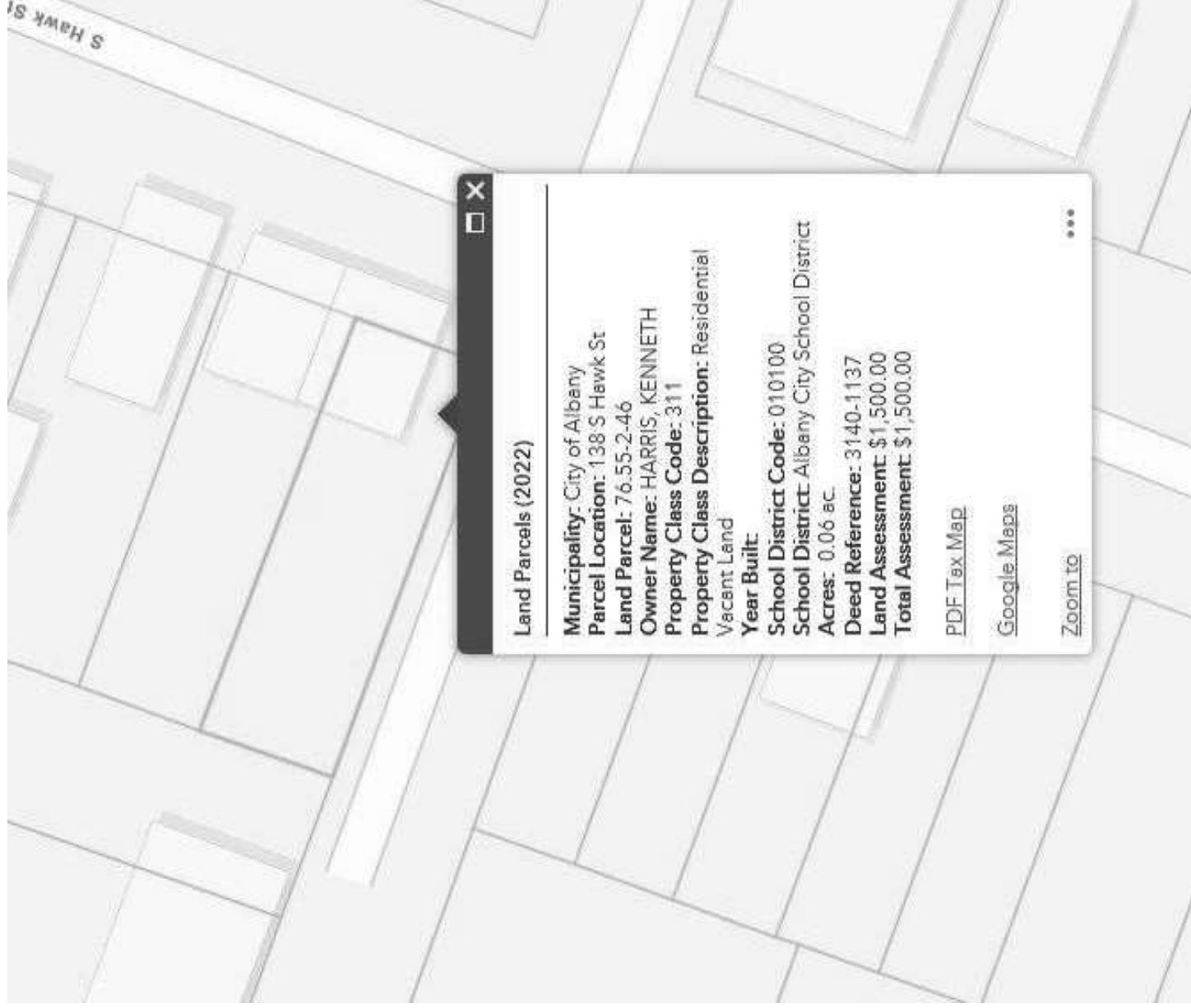
Not Applicable as properties were never delinquent

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---May 9, 2023



COUNTY OF ALBANY

Parcel Find

PARCEL: 07605500020460000000
LOCATION: 138 S HAWK ST
NAME: *** VARIOUS **

TAX LIEN - 2018
EFF DATE: 05/10/2023

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2022	RE-1	7389	Y	138 S HAWK ST	24.48	24.48	28.73
2022	RE-E	4022	Y	138 S HAWK ST	37.23	37.23	40.78
2021	RE-1	5982	Y	138 S HAWK ST	178.88	178.88	231.70
2021	RE-E	3815	Y	138 S HAWK ST	37.09	37.09	44.86
2020	RE-1	6705	Y	138 S HAWK ST	411.18	411.18	487.42
2020	RE-E	3969	Y	138 S HAWK ST	37.04	37.04	49.04
2019	RE-1	6156	Y	138 S HAWK ST	41,309.95	41,309.95	62,947.98
2019	RE-E	5338	Y	138 S HAWK ST	37.33	37.33	53.25
2018	TL-1	1219	Y	138 S HAWK ST	316.32	316.32	528.25
2018	TL-E	334	Y	138 S HAWK ST	39.93	39.93	61.09
2017	TL-1	1797	Y	138 S HAWK ST	315.34	315.34	564.46
2017	TL-E	1163	Y	138 S HAWK ST	260.54	260.54	424.68
2016	TL-E	1858	Y	138 S HAWK ST	278.36	278.36	503.83
2016	TL-1	1000	Y	138 S HAWK ST	315.60	315.60	602.80
2015	TL-E	1356	Y	138 S HAWK ST	266.91	266.91	520.47
2012	RE-1	9446	Y	138 S HAWK ST	282.81	0.00	0.00
2012	RE-E	3508	Y	138 S HAWK ST	212.48	0.00	0.00
2011	RE-1	9557	Y	138 S HAWK ST	2,816.36	0.00	0.00
2011	RE-E	6616	Y	138 S HAWK ST	55.49	0.00	0.00
2010	RE-1	9153	Y	138 S HAWK ST	4,445.00	0.00	0.00
2010	RE-E	6207	Y	138 S HAWK ST	53.96	0.00	0.00
2009	RE-1	8906	Y	138 S HAWK ST	115.87	0.00	0.00
2009	RE-E	6438	Y	138 S HAWK ST	87.38	0.00	0.00
2008	TL-1	964	Y	138 S HAWK ST	571.02	0.00	0.00
2008	RE-E	4585	Y	138 S HAWK ST	123.47	0.00	0.00
2007	TL-E	1185	Y	138 S HAWK ST	-36.24	0.00	0.00
2007	TL-1	733	Y	138 S HAWK ST	2,821.68	0.00	0.00
2006	TD-R	172	Y	138 S HAWK ST	15,062.18	0.00	0.00
2006	TL-E	787	Y	138 S HAWK ST	1,828.19	0.00	0.00
2005	RE-E	3847	Y	138 S HAWK ST	1,395.93	0.00	0.00
2004	RE-E	3578	Y	138 S HAWK ST	1,342.67	0.00	0.00
2003	RE-1	112196	Y	138 S HAWK ST	850.44	0.00	0.00
2002	TL-E	961	Y	138 S HAWK ST	1,824.72	0.00	0.00
2002	RE-1	34279	Y	138 S HAWK ST	791.88	0.00	0.00
2001	TL-E	1811	Y	138 S HAWK ST	1,671.79	0.00	0.00
2001	RE-1	41821	Y	138 S HAWK ST	860.85	0.00	0.00
2000	TL-E	3885	Y	138 S HAWK ST	1,481.62	0.00	0.00
2000	TL-1	1211	Y	138 S HAWK ST	636.44	0.00	0.00
1999	TD-R	105	Y	138 S HAWK ST	8,949.50	0.00	0.00
1998	RE-1	41817	Y	138 S HAWK ST	242.38	0.00	0.00
1997	TL-1	41815	Y	138 S HAWK ST	435.94	0.00	0.00
1997	RE-E	41818	Y	138 S HAWK ST	262.11	0.00	0.00
1996	TL-1	41814	Y	138 S HAWK ST	721.21	0.00	0.00
1996	RE-E	41816	Y	138 S HAWK ST	247.64	0.00	0.00
TOTAL DUE NOW						67,089.34	
TOTAL UNPAID						43,866.18	

RESOLUTION NO.

AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 138 SOUTH HAWK STREET (TAX MAP NO. 76.55-2-46) IN THE CITY OF ALBANY

Introduced:

By Audit and Finance Committee:

WHEREAS, The County of Albany has withdrawn from an “In Rem” foreclosure proceedings a parcel of real property located in the City of Albany 138 South Hawk Street (Tax Map No. 76.55-2-46), and

WHEREAS, Lidia Fragoso an abutting property owner is aware of the condition and withdrawn status of this property has expressed an interest in acquiring this parcel for \$1,500, and

WHEREAS, Revisions to the County’s Real Property Disposition Plan approved by Resolution No. 29 for 2019 indicates that properties may be discretionally conveyed to abutting property owners, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey property located at 138 S Hawk Street (Tax Map No. 76.55-2-46) in the City of Albany for \$1,500 to Lydia Fragoso, 168 Catherine Street, Albany NY, 12210 , and, be it further

RESOLVED, That Lydia Fragoso shall be responsible for all closing costs, and a pro-rated share of all current property and school taxes, as of the closing date, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

M. DAVID REILLY, JR
COMMISSIONER

June 6, 2023

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

Dear Chairman Joyce:

Legislative authorization is requested to transfer tax-delinquent foreclosed property located in the Town of Rensselaerville known as Niles Road Extension to an abutting property owner.

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

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

Sincerely Yours,

M. David Reilly, JR
Commissioner

cc:

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



County of Albany

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

Legislation Text

File #: TMP-4342, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Delinquent Foreclosed Property located in the Town of Rensselaerville

Date:	June 6, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7070
Department Rep.	Michael McLaughlin
Attending Meeting:	David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

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

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

Legislative authorization is requested to transfer a tax-foreclosed property located in the Town of Rensselaerville known as Niles Road Extension Tax Map No. 161.-1-7 to an abutting property owner JULIANNE SMITH as Trustee of the BOWDISH FAMILY IRREVOCABLE TRUST, 300 Allen Teter Road, Durham, New York 12422 for \$500.00

JULIANNE SMITH per her submission has indicated she will merge this landlocked property with the abutting parcel owned by the BOWDISH FAMILY IRREVOCABLE trust.

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

As part of this sale, JULIANNE SMITH as Trustee of the BOWDISH FAMILY IRREVOCABLE TRUST will be subject to:

All closing costs

A pro-rated share of any current real property taxes which are owed on the property as of the closing date.

Mr. Dan McCoy
112 State St.
Room 1200
Albany, New York
12207

Mr. McCoy,

I am responding to you, referred by Bruce Hidley, in reference to a County owned property that borders our property. We would like to purchase this property, 161.-1-7 in the Town of Rensselaerville at the appraised amount of \$500.00 and merge it with our property listed as the Bowdish Trust overseen by Julianne Smith, our daughter.

Thank You for your consideration,

Respectfully,

Dave Bowdish
155 Barger Rd.
Medusa, NY
12120

518-239-4100

CHECK ENCLOSED

RECEIVED

MAY 22 REC'D

ALBANY COUNTY
EXECUTIVE OFFICE



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — Town of Renselearville

Address of Properties —Niles Road Extension

Tax Map Number-161.-1-7

Property Description-Rural Vacant Lot

BIDDER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser- JULIANNE SMITH as Trustee of the BOWDISH FAMILY IRREVOCABLE TRUST

Town of Rensselaerville-Barger Rd, 155 Barger RD

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified Rensselaerville Code Enforcement Officer 6/6/2023

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 5/31/2023

COUNTY FORECLOSURE INFORMATION

Not Applicable as properties were never delinquent

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---June 6, 2023



County Properties [COUNTY OF ALBANY]

CM

X

✓

✕

Q

A

Close

Accept

Cancel

Search

Add Detail

County Properties [COUNTY OF ALBANY]

Parcel information

Parcel *

16100000010070000000

T - TAX DEED

Lien year/number

2004

40340

Acquired/Deed date

03/11/2011

Deeded out date

Town *

11 - TOWN OF RENSS

Reference

4248-07-0000012

Lien book/page

Foreclosure bk/pg

3001/238

Deed bill year/no

2004

144

Owner

...

Assessed owner

220032

ZAMBELLI VICTOR F

Location

NILES RD EXT

Property type *

T - TAX DEED

Status *

Active

Status reason

Status change date *

School district

013600

Lien expiration date

12/31/9999

Foreclosure date

03/11/2011

County investment

1,463.65

Resolution no

Special Conditions/Notes

County property detail

Recpt Date	Type	Reference	Yr	Trans No	Amount	Trm/Ck Date	Entry Date
U3/23/2015	IAXP		10	MU199268	26.85	U3/23/2015	U3/23/2015
03/23/2015	TAXP		11	MU199269	177.33	03/23/2015	03/23/2015



DANIEL P. MCCOY
COUNTY EXECUTIVE

M. DAVID REILLY, JR
COMMISSIONER

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

PATRICK ALDERSON
DEPUTY COMMISSIONER

6/27/2023

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

Dear Chairman Joyce:

The Department of Management & Budget has completed an organizational assessment and is recommending that several new positions be created in the 2023 budget. In order to meet the increased demands on the County for managing new sources of revenue, these new roles will assist with project management, compliance and required reporting. The County has received \$59.4 million in State and Local Fiscal Recovery Funds (SLFRF) authorized by the American Rescue Plan Act (ARPA), and no less than \$10 million in Opioid Settlement Funds (over the next 15 years). The "Policy and Compliance Coordinator" and "Grants Specialists" are being funded by interest and earnings on the ARPA funds that were invested while decisions on ARPA spending were deliberated. The "Project Coordinator" for the Opioid Settlement Funds is being funded by a portion of the opioid settlements received by Albany County. One of the allowable uses of the opioid settlement funds is "leadership, planning, and coordination," including to provide resources to staff government oversight and management of opioid abatement programs. These new positions are cost neutral to Albany County taxpayers, and are only intended to be budgeted while there is an operational need for them. The final piece of this reorganization involves defunding an Applications Developer in the Division of Information Services, and replacing it with a "Services Program Manager." This aligns with the Division of Information Service's Comprehensive Workforce Development plan, and it will ensure the Division has more managerial/supervisory roles. The total cost of the reorganization is \$120,137, but it is budget neutral.

Should you have any questions, please don't hesitate to reach out.

Sincerely,

M. David Reilly, Jr
Commissioner, Management & Budget

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. 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-4377, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to Amend 2023 Budget for Departmental Reorganization

Date: 6/27/2023
Submitted By: M. David Reilly
Department: Management & Budget
Title: Commissioner
Phone: 518-447-5525
Department Rep.
Attending Meeting: M. David Reilly and/or 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.: A.1340.12307.10000; A.1340.12308.10000; A.1340.125790.10000;
A.1340.89030.10000; A.1680.11914.10000; A.1310.02401; A.1310.027350

Source of Funds: A.1310.02401 (Interest & Earnings on Investments); A.1310.027350
(Opioid Settlement Funds - Direct); A.1680.11914.10000

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.

Original Awarding Agency / Funder:

Click or tap here to enter text.

New York State Pass-Through Agency (if applicable):

Click or tap here to enter text.

☐ 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: Varies, see Budget Amendment.

Revenue Amount: \$120,137

Appropriation Account and Line: Varies, see Budget Amendment.

Appropriation Amount: Total Increase: \$170,137. Decrease: \$50,000. Net: \$120,137

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: 100%

Term

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

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

The Department of Management & Budget has completed an organizational assessment and is recommending that several new positions be created. In order to meet the increased demands on the County for managing new sources of revenue, these new roles will assist with project management, compliance and required reporting. The County has received \$59.4 million in State and Local Fiscal Recovery Funds (SLFRF) authorized by the American Rescue Plan Act (ARPA), and no less than \$10 million in Opioid Settlement Funds (over the next 15 years). The "Policy and Compliance Coordinator" and "Grants Specialists" are being funded by interest and earnings on the ARPA funds that were invested while decisions on ARPA spending were deliberated. The "Project Coordinator" for the Opioid Settlement Funds is being funded by a portion of the opioid settlements received by Albany County. One of the allowable uses of the opioid settlement funds is "leadership, planning, and coordination," including to provide resources to staff government oversight and management of opioid abatement programs. These new positions are cost neutral to Albany County taxpayers, and are only intended to be budgeted while there is an operational need for them. The final piece of this reorganization involves defunding an Applications Developer in the Division of Information Services, and replacing it with a "Services Program Manager." This aligns with the Division of Information Service's Comprehensive Workforce Development plan, and it will ensure the Division has more managerial/supervisory roles. The total cost of the reorganization is \$120,137, but it is budget neutral.

APPROPRIATIONS										
BUDGET LINE				DESCRIPTION			INCREASE		DECREASE	
FUND	ORG	OBJ	PRO	STATE POS. CODE	FOR POSITIONS ONLY	POSITION CONTROL				
A	1340	12307	10000	001	180200	Policy and Compliance Coordinator (Grants)	\$40,800		\$81,600	Mgmt & Budget
A	1340	12308	10000	001	180201	Grants Specialist	\$30,000		\$60,000	Mgmt & Budget
A	1340	125790	10000	001	200024	Project Coordinator (Opioids)	\$40,800		\$81,600	Mgmt & Budget
A	1340	89030	10000			Social Security	\$8,537		\$88,143	Mgmt & Budget
A	1680	11914	10000	001	350089	Services Program Manager	\$50,000		\$100,000	Info Services
A	1680	12714	10000	002	350030	Applications Developer	\$50,000		\$29,731	Info Services
TOTAL APPROPRIATIONS							\$170,137		\$50,000	

ESTIMATED REVENUES										
BUDGET LINE				DESCRIPTION			DECREASE		INCREASE	
FUND	ORG	OBJ	PRO	STATE POS. CODE	FOR POSITIONS ONLY	POSITION CONTROL				
A	1310	02401				Interest & Earnings on Investments		\$76,216	\$831,216	Finance
A	1310	027350				Opioid Settlement Funds (Direct)		\$43,921	\$43,491	Finance
TOTAL REVENUES							\$0		\$120,137	
GRAND TOTAL							\$170,137		\$170,137	



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

June 1, 2023

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 Trinity Alliance of the Capital Region, Inc. to be the Project Management Host Agency and Community Engagement Service Agency for the Albany Law Enforcement Assisted Diversion (L.E.A.D.) program.

Trinity Alliance will serve as employer of record for LEAD project managers and provide administrative and financial management services as host agency for project management.

Thank you for your time and consideration. If you should have any questions or concerns, please do not hesitate to reach out to me.

Sincerely,

Daniel P. McCoy
Albany County Executive

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-4330, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request Authorization to Subaward FY2020 and FY2022 COSSAP Grant to Trinity Alliance of the Capital Region, Inc. to be the new Project Management host agency for the Albany Law Enforcement Assisted Diversion (LEAD) program, as well as the Community Engagement Service agency for the Albany Law LEAD under the FY2022 COSSAP Grant. Requesting Authorization to Amend Resolution 22-540 for FY2022 COSSAP Subawards to SUNY Albany and Catholic Charities Care Coordination Services.

Date: 05/31/2023
Submitted By: Joseph Bonarrigo
Department: County Executive Office
Title: Policy Analyst
Phone: 518-447-4847
Department Rep.
Attending Meeting: Joseph Bonarrigo

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.: A9.4310.44092.COS22; A4.4310.04398.COS22
Source of Funds: US Department of Justice
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) Subawarding grant.

Contract Terms/Conditions:

Party (Name/address):

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

Additional Parties (Names/addresses):

Catholic Charities Care Coordination Services - 31 Walter Street, Albany, New York 12204
State University of New York, University at Albany - 1 University Place, Rensselaer, NY 12144

Amount/Raise Schedule/Fee: Trinity Alliance: \$167,480 for FY2022 COSSAP; \$65,146 for FY2020 COSSAP // SUNY Albany: \$246,395 // Catholic Charities Care Coordination Services: \$462,251

Scope of Services: Trinity Alliance: Operate as host agency for Albany LEAD project management, and serve as employer of record for LEAD project managers in the City of Albany and other locations within Albany County while providing certain additional administrative, financial and other services in support of project management. As community outreach and engagement partner, work collaboratively in the City of Albany with the Albany LEAD Policy Coordinating Group (PCG), project managers, community-based organizations and community members to coordinate and ensure diverse community outreach and engagement. // Scope for SUNY Albany and Catholic Charities Care Coordination Services remains unchanged.

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: A4.4310.04398.COS22
Revenue Amount: \$261,127

Appropriation Account and Line: A9.4310.44092.COS22
Appropriation Amount: \$261,127

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 07/01/23-09/30/25
Length of Contract: 26 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: 22-491 (FY2022 COSSAP Acceptance); 22-540 (Subawarding FY2022 COSSAP); 21-158 (Subawarding FY2020 COSSAP)
Date of Adoption: 12/5/2022; 5/10/2021

Justification: (state briefly why legislative action is requested)

After a thorough "request for proposals" process was undertaken, Trinity Alliance was selected by members of the Albany LEAD Policy Coordinating Group (PCG) to operate as the new host agency for LEAD project management, and be the employer of record for project managers in the City of Albany and other locations within Albany County. Additionally, Trinity Alliance, will serve as the employer of record and manager for the community outreach and engagement functions of LEAD, working collaboratively in the City of Albany with the Albany LEAD Policy Coordinating Group (PCG), project managers, community-based organizations and community members to coordinate and ensure diverse community outreach and engagement. The FY2022 COSSAP subaward to Trinity Alliance is for \$167,480; the FY2020

COSSAP subaward to Trinity Alliance represents the balance of the subaward made to the Public Defender Association (who will no longer be the employer of record for Albany LEAD project managers) pursuant to resolution 21-158. Additionally, resolution 22-540 is being amended to increase the subawards under the FY2022 COSSAP to Catholic Charities Care Coordination Services (which performs case management for LEAD clients) in the new amount of \$462,251; and SUNY at Albany (which will be conducting an evaluation of the program) in the new amount of \$246,396.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Office of the Albany County Executive

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: May 30, 2023

RE: RFP#2023-042 Project Management Host Agency Services and Community Engagement Services

I am in receipt of your recommendation to award the aforementioned to Trinity Alliance of the Capital Region, Inc.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Trinity Alliance of the Capital Region, Inc.

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

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY EXECUTIVE



RFP-2023-042

**Project Management Host Agency Services and Community
Engagement Services**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

PAMELA O NEILL, PURCHASING AGENT

112 STATE STREET, ROOM 1000

ALBANY, NY 12207

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

TITLE: Project Management Host Agency Services and Community Engagement Services
RFP NUMBER: 2023-042

Receipt Confirmation Form

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

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail _____

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

NON-PROPOSER RESPONSE

RFP #2023-042

Project Management Host Agency Services and Community Engagement Services

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

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

Vendor Name:_____

Contact Person:_____

Vendor Address:_____

Vendor Telephone:_____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2023-042**

Sealed Proposals for Project Management Host Agency Services and Community Engagement Services as requested by Albany County Executive will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday April 27, 2023 and or Electronic Submission on BidNet, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on April 6, 2023.

Pamela O Neill
Purchasing Agent

Dated: March 30, 2023
Albany, New York

PUBLISH ONE DAY – APRIL 6, 2023-- THE EVANGELIST
PUBLISH ONE DAY – APRIL 6, 2023-- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
PROJECT MANAGEMENT HOST AGENCY SERVICES
AND COMMUNITY ENGAGEMENT SERVICES
FOR ALBANY LAW ENFORCEMENT ASSISTED DIVERSION INITIATIVE

OFFICE OF THE ALBANY COUNTY EXECUTIVE
RFP #2023-042

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is the recipient of Federal Award 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program which will be used to develop, implement, and or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse.

Award Name: 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

Assistance Listing #: 16.838

Federal Award Identification Number (FAIN): 15PBJA-22-GG-04489-COAP

Program Title: Comprehensive Opioid, Stimulant, and Substance Abuse Program

Total amount of federal funds awarded: \$1,260,648.00

Project Title: Expansion, Clinical Support and Evaluation: Building LEAD Further in Albany and Albany County

Performance Period Start Date: 10/01/2022

Performance Period End Date: 09/30/2025

Budget Period Start Date: 10/01/2022

Budget Period End Date: 09/30/2025

CFDA (same as Assistance Listing #): 16.838

Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)): Albany County (NY) seeks a Category 1b award of \$1,260,648 to support expansion of, new clinical capacity for, and comprehensive evaluation of Albany Law Enforcement Assisted Diversion. This award would support law enforcement deflection and diversion (at 100%), an embedded social worker or clinician at

intercepts identified using the Sequential Intercept Model, and a field-initiated project bringing together justice and a behavioral health practitioner (both at 29%). New, dedicated clinical capacity within the Albany County Department of Mental Health, designed in the context of Sequential Intercept Model analysis, would be added to serve LEAD clients with substance use disorders, in response to longstanding gaps in such services. A robust program of external evaluation would be provided through a partnership with the University at Albany's School of Public Health, paired with enhanced data analysis and reporting across the initiative. Such evaluation will identify barriers to program implementation; assess program acceptability and benefits from the community perspective; and assess whether the program leads to desired outcomes. Findings are expected to add significantly to existing literature on engagement among individuals with substance use disorders who are justice-involved, and individuals who are unlikely to participate in office-based clinical services, as well as previous research on the LEAD concept which is now in effect in more than 60 U.S. localities. Expansion would include adoption of LEAD in two or more additional municipalities and addition of social contact referrals, a second pathway into LEAD to go beyond pre-arrest diversions that have been in place in the City of Albany since 2016. With this change and expansion to additional jurisdictions, proposed funding would allow an increase of approximately 75 additional clients. Among other benefits, this expansion is expected to advance racial equity by facilitating an increased emphasis on referrals of Black individuals, who historically have represented 60 percent or more of arrests in Albany but only 38 percent of all diversions. Case management is provided by Catholic Charities Care Management Services, which has been serving Albany LEAD clients since 2016 and engages in a range of harm reduction-based programs on behalf of New York State and other funders.

Name of federal awarding agency: DOJ, OJP, BJA

Pass-through entity: Albany County

The County is seeking proposals for project management host agency services and community engagement services as requested by the Office of the Albany County Executive on behalf of the Albany Law Enforcement Assisted Diversion (Albany LEAD) initiative. One proposer will be selected to fulfill both the role of project management host agency and that of community engagement partner.

- 1.2 Albany LEAD works to reduce criminal legal system engagement among individuals who experience mental illness, substance use, homelessness and poverty, and seeks to reduce racial inequities in both the criminal justice system and in public health. Research suggests that LEAD can reduce criminal legal system involvement for participants while improving their access to services and overall quality of life. The requested services are integral to advancement of the work of Albany LEAD through effective project management and community engagement.
- 1.3 As host agency for Albany LEAD project management, the selected entity will serve as employer of record for LEAD project managers in the City of Albany and other locations within Albany County while providing certain additional administrative, financial and other services in support of project management. As community outreach and engagement partner, the entity will work collaboratively in the City of Albany with the Albany LEAD Policy

Coordinating Group (PCG), project managers, community-based organizations and community members to coordinate and ensure diverse community outreach and engagement. The selected entity must demonstrate experience with and commitment to LEAD principles including provision of services that are trauma-informed and based on the harm reduction concept; client participation on a voluntary basis to meet needs as defined by the client; advancement of racial equity; collaboration among and accountability to stakeholders and the community; and cultural competence. The selected entity will participate in the Albany LEAD PCG as an advisory, non-voting member.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Three (3) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Thursday, April 27, 2023** at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

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

2.8 Proposals will be examined and evaluated by the Office of the Albany County Executive in collaboration with other members of the Albany LEAD Policy Coordinating Group and project managers.

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation on May 1, 2023 or May 2, 2023 to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Detail your firm's experience with administration and financial management of human services programs and staff; community outreach/engagement within the City of Albany; and responsibilities and functions of the successful Proposer as outlined in Section 4.1 of this RFP ("Scope of Services").

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.

3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

Background

Albany LEAD has been operating in the City of Albany since 2016 and plans to expand to Watervliet and Cohoes in 2023. The initiative brings together a number of related service providers and stakeholders to collaborate effectively to support people who struggle with mental illness, substance use, poverty, and a lack of housing. Albany LEAD is considered a model by many of its peer programs nationwide and has twice been awarded major federal grants in support of its pathbreaking work, including the recent Federal Award 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program.

The Albany LEAD Policy Coordinating Group (PCG) serves as the policy-making and stewardship body for the Albany LEAD initiative. It consists of signatories to the Memorandum of Understanding that established the initiative in 2015 – the Albany Office of the Mayor, the Albany Police Department, the Albany County Executive, the Albany County District Attorney, Albany County Sheriff, the Center for Law and Justice and the Central District Management Association. (The Albany County Sheriff's Office currently does not actively participate in the initiative.) Program operations began in April 2016. Albany LEAD is not a governmental or corporate entity, but operates as a cooperative effort among the founding MOU partners. The PCG's ongoing responsibilities are expected to include decision making with regard to hiring and overall supervision of project managers, allocation of resources and oversight of fidelity to LEAD principles. The successful Proposer will participate as a non-voting member of the PCG, providing insight unique to its position and gaining an expanded network of professional colleagues in multiple governmental and nonprofit organizations.

A separate policy-making and stewardship body, the Albany County LEAD Policy Coordinating Group, will oversee development and implementation of the initiative in Cohoes and Watervliet, including the expected appointment of a project manager during 2023. This group consists of the Office of the Albany County Executive, the Albany County District Attorney, the Mayor and/or Chief of Police of the City of Cohoes, and the Mayor and/or Chief of Police of the City of Watervliet. The successful Proposer is expected to work with the Albany County LEAD initiative as employer of record and provider of certain related services similar to those required for project management of LEAD in the City of Albany.

A: Host agency services for Albany LEAD and Albany County LEAD project management

The successful Proposer will serve as employer of record for LEAD project managers and provide other administrative and financial management services as host agency for project management. The two Albany LEAD co-project managers are currently employed by the Public Defender Association, a Seattle-based nonprofit organization that initiated the LEAD concept in 2011; these two employees will transition to become employees of the new host agency.

The Albany LEAD Memorandum of Understanding includes the following directives regarding the work of the project manager(s):

The Project Manager is to be responsible for overseeing all aspects of LEAD program management, resource development, and stakeholder coordination. The Project Manager will serve as liaison between the fiscal sponsor, the program funders, the contract service providers, the Policy Coordinating Group, the community advisory groups and the operational work groups. The Project Manager, with members of the Policy Coordinating Group, will advocate for fidelity to agreed protocols and core principles of LEAD.

Project managers must be trusted partners of all partners, serving as a key resource and liaison to the Policy Coordinating Group and other stakeholders. Because of LEAD's collaborative structure, dedicated project management is responsible for coordinating and convening all the various stakeholders that comprise the initiative. For this reason, the best practice is to house project management within a trusted community-based agency that sits outside of the PCG, is widely respected and can work collaboratively with the partners. Such agency may be primarily involved in other programs that improve the social welfare of the community and build partnerships among multiple stakeholders.

Project managers are charged with building consensus among LEAD stakeholders, collaboratively leading problem solving with partners, and managing daily operations while ensuring ongoing work to establish and enhance LEAD policies, assure sustainability and grow the initiative. Specific roles include convening and facilitating the PCG as well as the Operational Work Group, the Data and Evaluation Committee and the Finance Committee; leading work on budgeting and fundraising; providing community outreach and education; working with police supervisors to train officers; overseeing communications with the media and the public; and responding to community and stakeholder concerns. Together with the PCG, project managers assure fidelity to core LEAD principles including voluntary client participation, harm reduction, intensive case management and cultural competence.

Policy direction for the LEAD initiative rests solely with the PCG. The Public Defender Association's LEAD Support Bureau provides technical assistance to LEAD within Albany County as well as numerous other jurisdictions throughout the United States and internationally.

Responsibilities of the project management agency will include:

- Serving as employer of record for the project manager(s). This role includes personnel functions of processing payroll, taxes, mandated and other fringe benefits, and work time records;
- Administering health insurance, time off, retirement and other benefits not less than those currently in place for project managers;
- Participating with the Albany County LEAD PCG as needed to facilitate selection and employment of the LEAD project manager for Cohoes and Watervliet;
- Maintaining complete records of expenses incurred and payments made on behalf of Albany LEAD and Albany County LEAD, and reporting such expenses and payments to the Policy Coordinating Group(s) on a quarterly basis;
- Designating one or more senior staff members to participate in meetings of the Albany LEAD PCG as requested by the PCG or project managers, but no less than four times each year; and

in meetings of the Albany LEAD Finance Committee as requested by project managers no less than two times each year; and

- Providing support for Albany LEAD social media and other communications efforts, IT support and additional administrative support as agreed by the successful Proposer and project managers.

The ideal project management partner will also provide a positive and productive team environment with other agency staff engaged in work related to the mission of Albany LEAD.

Personnel costs for project management in the City of Albany are expected to total approximately \$203,000 in 2023, including salaries and fringe benefits. Such costs in Cohoes and Watervliet are estimated at approximately \$52,000 during the first year of LEAD implementation. These and other project management costs are expected to be supported by resources from federal and New York State grants, and budget support from Albany County and the City of Albany. The Albany County Department of Mental Health currently provides office space for the project managers in its building on South Pearl Street in Albany, while much of the project managers' work time is done remotely. Should the current arrangement for office space end, any costs incurred by the host agency to provide office space for project managers would be paid by Albany County on behalf of Albany LEAD.

B: Albany LEAD Community Outreach and Engagement

Guiding Philosophy:

Albany LEAD also seeks a Community Outreach and Engagement Partner who will bring together the skills, knowledge, and experiences of diverse groups to implement solutions that work for all members of the community. The successful Proposer will dedicate a staff position or a portion of staff time to work alongside project management and the PCG to educate the community about Albany LEAD, and receive community feedback about policies and practices of Albany LEAD.

The LEAD Community Outreach and Engagement Partner shall work collaboratively with community-based organizations and community members, specifically members of the community who have been disproportionately impacted by the traditional criminal legal system, to help coordinate and ensure diverse community outreach and engagement. The Community Outreach and Engagement Partner shall help communicate the mission of LEAD to the community with the goal of helping to increase diversions and referrals to LEAD as a way of addressing poverty, mental illness, substance abuse, and homelessness. The LEAD Community Outreach and Engagement Partner shall strive to meet individuals where they are, and shall work to ensure that transportation, financial and technological challenges do not prevent individual community members or community-based organizations from contributing to the LEAD collaborative. Outreach will be conducted in the City of Albany with an emphasis on areas of the City most impacted by poverty, mental illness, substance use, homelessness and the criminal legal system.

The Community Outreach and Engagement Partner should expect to engage and then reengage throughout the life of the project, as communities are dynamic and behavior change is not linear. Community engagement is a dynamic process in which leadership and needs are constantly changing.

The engagement process is continuous. It can move from level to level or stay at one level, but it constantly must be reevaluated to ensure that indicators are appropriate and met.

Responsibilities of the Community Outreach and Engagement Partner shall include:

- Hosting at minimum one quarterly public community outreach/engagement meeting with housing and homeless services, substance use, mental health service providers and stakeholders, and/or the general public to learn of outstanding needs, gaps, and potential areas of service improvement.
- Hosting at minimum one quarterly public community outreach/engagement meeting with stakeholders from the business community including but not limited to Business Improvement Districts (BIDs), small business owners, and local and large retail grocers, to inform stakeholders about LEAD diversion and referral, as well as to learn of any outstanding, needs, gaps, and potential areas of service improvement.
- Providing quarterly reports to the PCG listing the number of individuals, organizations, and stakeholders that were engaged and the frequency of their engagement. The quarterly report is to include information regarding the LEAD programmatic information and resources that were distributed to individuals and organizations. Information regarding community outreach should be anonymized with regard to individuals engaged, but should include information regarding the Zip Code or neighborhood of residence of the engaged entity to ensure equitable communication and outreach. Additionally, the presence of anonymized geographic or location data will help to craft future outreach and engagement plans which ensure that demographics that have been and continue to be disproportionately impacted are aware of the resource.
- Working in collaboration with the members of the PCG, the co-project managers, and the community to help coordinate and develop training for clients and potential stakeholders related to LEAD and associated topics including poverty, homelessness, mental illness, and addiction.
- Tracking the number of hours dedicated to LEAD Community Outreach and Engagement as well as the number of hours and amount of funds utilized to host Community Outreach and Engagement meetings and/or listening sessions.
- Hiring or assigning a staff member to perform tasks outlined above for no less than 25 hours per week. Final determination of expected workload and hours employed on behalf of Albany LEAD shall be made by the successful Proposer in consultation with project managers and the PCG.

Resources:

The community engagement agency will be awarded up to \$85,000 for its first year of work on behalf of Albany LEAD to provide coordination of Albany LEAD's community engagement work. Information, pamphlets, and giveaways for tabling events can be produced in coordination with project managers. Project managers are also available to assist with community events and meetings.

C. Successful Proposer as Subrecipient of 2022 BJA FY 22 Comprehensive Opioid Stimulant, and Substance Abuse Site-based Program.

Any contracts awarded pursuant to this RFP will be considered a subaward, and the successful proposer will be considered a subrecipient of Albany County Federal Award 2022 BJA FY 22 Comprehensive Opioid Stimulant, and Substance Abused Site-based program. Accordingly, the successful Proposer will be required to meet the terms and conditions of the federal award. (See Albany County award letter and terms and conditions, Attachment #1. and #2), together with the

provisions outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (See Attachment #3).

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be July 1, 2023, through December 31, 2025.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for four (4) additional years, in four (4) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney, and should anticipate an agreement which contains, but is not limited to, the contract provisions described in Attachment#4 County of Albany Non-Federal Entity Contract Provisions and Attachment#5 Standard Provisions for County of Albany Services/Work Agreements.

SECTION 6: COST PROPOSAL

- 6.1 Submit a cost proposal/fee structure for each of the two services described above in Section 4, Scope of Services (project management host agency, and community engagement). **Such proposal shall reflect expenditures and resources for project management and community engagement as projected in the Albany LEAD Adopted Budget for 2023-25, appended to this RFP Attachment #6. Total costs for project management from July 1, 2023 through December 31, 2025 shall not exceed \$698,873, including any administrative fees. Total costs for community engagement during such period shall not exceed \$216,850, including any administrative fees.** Salaries for project management employees and community engagement employees shall be determined by the County of Albany in consultation with the Albany LEAD Policy Coordinating Group and/or the Albany County LEAD Policy Coordinating Group. Costs for such salaries and for fringe benefits including health insurance, retirement plan(s), paid vacation and leave time, payroll taxes and other benefit costs shall be fully reimbursed by the Albany LEAD/Albany County LEAD initiative. Submissions should reflect the Proposer's existing fringe benefit programs; the County of Albany reserves the right to negotiate adjustments in such benefits for employees affected by the contract resulting from this RFP to achieve parity with compensation and benefits currently received by Albany LEAD project managers. **Proposals should indicate an estimated percentage of salary costs required for such fringe benefits.** Total expenditures for Albany LEAD project management to be administered by the successful Proposer from July 1, 2023 through December 31, 2023 (personnel and non-personnel services) are estimated at approximately \$135,000, excluding costs to be incurred and charged separately by the successful Proposer for administrative and related purposes. Such costs in other locations within Albany County are estimated at \$61,000 during the first year of implementation in Cohoes and Watervliet. Total costs for community engagement for 2023 are estimated at approximately \$85,000. Cost proposals may be based on a percentage of

actual salary, fringe benefit and other costs to be administered by the successful Proposer.

6.2 Detail the fee structure for the Proposal. If applicable, provide hourly rates and reimbursable costs if not included in the lump sum.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer

(Attachment “B”), and Vendor Responsibility Questionnaire (Attachment “C”); Iranian Energy Divestment Certification (Attachment “D”).

SECTION 8: PROPOSAL EVALUATION

- 8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.
- 8.2 Proposals received will be evaluated by a committee with representation from the Office of the Albany County Executive in consultation with other members of the Albany LEAD Policy Coordinating Group **and project managers**. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Experience/expertise in organizational and financial management of services to high-need individuals and marginalized communities	20%
Experience/expertise in outreach to and engagement with communities in the City of Albany that are historically marginalized and disproportionately impacted by engagement with the criminal legal system	20%
Demonstrated experience with hiring individuals of color, individuals who are knowledgeable regarding the communities and locations served by Albany LEAD, and individuals with lived experience with the criminal legal system, homelessness, substance use or other behavioral health needs	15%
Demonstrated interest and competence in collaborating with other service providers, community organizations, local government leaders, local businesses, neighborhood associations, law enforcement and other partners/stakeholders	10%
Financial stability as evidenced by annual audits, current Board-adopted budget, tax returns and/or other documentation	10%
Experience/expertise in applying for and managing grants from U.S. government entities, New York State and private foundations	10%
Cost: Is the proposal for services within the price range outlined in this RFP?	10%
Experience/expertise in using data to assess and improve operations/services	5%

- 8.3 Proposals will be examined and evaluated by the Office of the Albany County Executive in consultation with other members of the Albany LEAD Policy Coordinating Group and project managers with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.
- 8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: Section not in use

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

- 12.2 Other All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions shall be sent to the Purchasing Division no later than Friday April 21, 2023. The County will be bound only by responses given by formal written Addenda.

- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable

satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

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

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

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

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

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

SECTION 16: REMEDY FOR BREACH

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements.

SECTION 17: CASH DISCOUNT

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

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

- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

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

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

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

SECTION 22: Section not in use

SECTION 23: INTERPRETATION

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements.

SECTION 24: NON APPROPRIATIONS CLAUSE

See Attachment #5 Standard Provisions for County of Albany Services/Work Agreements.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

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

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

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

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

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

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case

where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Project Management Host Agency Services and Community Engagement Services
RFP Number: 2023-042

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment “A”)
 - (b) Acknowledgment by Bidder (Attachment “B”)
 - (c) Vendor Responsibility Questionnaire (Attachment “C”)
 - (d) Iranian Energy Divestment Certification (Attachment “D”)

- 7. Communication concerning this Proposal shall be addressed to:

Phone: _____

- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Project Management Host Agency Services and Community Engagement Services
RFP Number: 2023-042

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

ATTACHMENT “A”
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph “A” above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph “A” of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the _____ (give title) _____ of the _____ (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: ☐ Yes ☐ No a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

Award Letter

September 30, 2022

Dear Patrick Alderson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by ALBANY COUNTY OFFICE BUILDINGS for an award under the funding opportunity entitled 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$1,260,648.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of

the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal

action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

ALBANY, COUNTY OF

UEI

H16ACDZQPYM4

Street 1

112 STATE ST

Street 2

RM 260

City

ALBANY

State/U.S. Territory

New York

Zip/Postal Code

12207

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/30/22

Award Type

Initial

Award Number

15PBJA-22-GG-04489-COAP

Supplement Number

00

Federal Award Amount

\$1,260,648.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
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16.838

Comprehensive Opioid, Stimulant, and Substance Abuse Program

Statutory Authority

34 U.S.C. 10701. Any awards under this solicitation would be made under statutory authority provided by the Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 127).

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

Application Number

GRANT13654887

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Aja Pappas

Phone Number

202-532-5212

E-mail Address

Aja.C.Pappas@usdoj.gov

Project Title

Expansion, Clinical Support and Evaluation: Building LEAD Further in Albany and Albany County

Performance Period Start Date

10/01/2022

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2025

Project Description**Expansion, Clinical Support and Evaluation: Building LEAD Further in Albany and Albany County, NY**

Albany County (NY) seeks a Category 1b award of \$1,260,648 to support expansion of, new clinical capacity for, and comprehensive evaluation of Albany Law Enforcement Assisted Diversion. This award would support law enforcement deflection and diversion (at 100%), an embedded social worker or clinician at intercepts identified using the Sequential Intercept Model, and a field-initiated project bringing together justice and a behavioral health practitioner (both at 29%).

New, dedicated clinical capacity within the Albany County Department of Mental Health, designed in the context of Sequential Intercept Model analysis, would be added to serve LEAD clients with substance use disorders, in response to longstanding gaps in such services. A robust program of external evaluation would be provided through a partnership with the University at Albany's School of Public Health, paired with enhanced data analysis and reporting across the initiative. Such evaluation will identify barriers to program implementation; assess program acceptability and benefits from the community perspective; and assess whether the program leads to desired outcomes.

Findings are expected to add significantly to existing literature on engagement among individuals with substance use disorders who are justice-involved, and individuals who are unlikely to participate in office-based clinical services, as well as previous research on the LEAD concept which is now in effect in more than 60 U.S. localities. Expansion would include adoption of LEAD in two or more additional municipalities and addition of social contact referrals, a second pathway into LEAD to go beyond pre-arrest diversions that have been in place in the City of Albany since 2016. With this change and expansion to additional jurisdictions, proposed funding would allow an increase of approximately 75 additional clients. Among other benefits, this expansion is expected to advance racial equity by facilitating an increased emphasis on referrals of Black individuals, who historically have represented 60 percent or more of arrests in Albany but only 38 percent of all diversions. Case management is provided by Catholic Charities Care Management Services, which has been serving Albany LEAD clients since 2016 and engages in a range of harm reduction-based programs on behalf of New York State and other funders.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator

or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to

imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable

provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients

("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a

federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes

references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with

respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly

must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

35

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages,

the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

43

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the

Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

44

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

45

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

46

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are

required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

49

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

50

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

[Load more](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General

Name of Approving Official
Maureen Henneberg

Signed Date And Time
9/26/22 2:58 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Deputy County Executive

Name of Authorized Entity Official
Daniel Lynch

Signed Date And Time
10/25/2022 1:31 PM

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ

awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each

hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"),

procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any

procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

35

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part

46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

43

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

44

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

45

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

46

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

49

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial

Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

50

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

Pass-through Entity's Responsibilities Checklist

Section	Uniform Requirements – 2 CFR Part 200	Completed (Y/N)
Subrecipient and Contractor Determination		
200.330	A determination has been made as to whether the entity receiving federal funds is a subrecipient or a contractor based on the definitions outlined in the Uniform Requirements.	
200.331 (a)	The subrecipient has been informed of the subaward and their requirements to comply with the provisions outlined in the Uniform Requirements.	
Required Subaward Identification Information		
200.331 (a)(1)	Subrecipient name (must match registered name in DUNS)	
	Subrecipient's DUNS number	
	Federal Award Identification Number (FAIN)	
	Federal Award Date	
	Subaward period of performance start and end date	
	Amount of federal funds obligated by this action	
	Total amount of federal funds obligated to the subrecipient	
	Total amount of federal award	
	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
	Name of federal awarding agency, pass-through entity, and contact information for awarding official	
	CFDA number and name	
	Whether or not the award is R&D	
	Indirect cost rate for the federal award	
Requirements for Pass-through Entities		
200.331 (a)(2)	The subaward includes all requirements imposed by the pass-through entity to ensure the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	
200.331 (a)(3)	Any additional requirements imposed by the pass-through entity in order to meet its responsibilities with the Federal awarding agency to include identifying any required financial and performance reports.	
200.331 (a)(4)	A current approved indirect cost rate between the subrecipient and the federal government. If no rate exist, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis rate of 10%.	
200.331 (a)(5)	The subaward includes a requirement that the subrecipient allows the pass-through entity and auditor's access to their records and financial statements.	
200.331 (a)(6)	The subaward includes the appropriate terms and conditions regarding the closeout of the award.	
200.331 (b)	Assess the subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of the subaward (<i>see Subrecipient Monitoring Risk Factors Checklist</i>).	
200.331 (c)	Consider imposing specific subaward conditions on a subrecipient, if appropriate as described in § 200.207 (<i>Specific Conditions</i>).	
Subrecipient Monitoring Requirements		
200.331 (d)	Activities of the subrecipient are monitored as necessary to ensure the subaward is used for authorized purposes; is in compliance with Federal statutes, regulations and the terms and conditions of the subaward and performance goals are met.	

Section	Uniform Requirements – 2 CFR Part 200	Completed (Y/N)
200.331 (d)(1) (2)&(3)	Monitoring of subrecipients must include: • Reviewing financial and programmatic reports, • Follow-up process to ensure subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other methods, and • Issue a management decision for all audit findings pertaining to the award.	
Subrecipient Monitoring Tools		
200.331 (e)	Based on the results of the risk assessment performed, consider other monitoring tools to ensure proper accountability and compliance with program requirements.	
200.331 (e)(1)	Provide subrecipients with training and technical assistance on program-related matters.	
200.331 (e)(2)	Perform on-site reviews of the subrecipient's program operations.	
200.331 (e)(3)	Arrange for agreed upon procedures engagement as described in § 200.425 (<i>Audit Services</i>).	
Additional Monitoring Requirements		
200.331 (f)	Verify that every subrecipient is audited as required by Subpart F when it is expected that Federal funds expended during the fiscal year either equaled or exceeded the \$750,000 threshold set forth in § 200.501 (<i>Audit Requirements</i>).	
200.331 (g)	Make necessary adjustments to the pass-through entity's records based on the results of a subrecipient's audit, on-site review, or other monitoring efforts.	
200.331 (h)	Consider taking enforcement action against non-compliance subrecipients as described in § 200.338 (<i>Remedies for Non-compliance</i>).	

ATTACHMENT #4: COUNTY OF ALBANY – NON - FEDERAL ENTITY CONTRACT PROVISIONS

The following provisions are required and apply when federal funds are expended by the County of Albany for any contract resulting from the RFB/P #2023-042 procurement process.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal contract provision (A) above, when federal funds are expended by the County of Albany, the County reserves all rights and privileges under the applicable laws and regulations with respect to the RFB/P # procurement in the event of breach of contract by either party.

Does Contractor/Consultant agree? YES ____ Authorized Representative's initials: ____

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal contract provision (B) above, when federal funds are expended by the County of Albany, the County reserves the right to immediately terminate any contract in excess of \$10,000 resulting from the RFB/P #2023-042 procurement process in the event of a breach or default of the agreement by Contractor/Consultant, in the event the Contractor/Consultant fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, agreement, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement and/or the procurement solicitation. The County of Albany also reserves the right to terminate the contract immediately, with written notice to the Contractor/Consultant, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. The Contractor/Consultant will be compensated for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. Any award under the RFB/P #2023-042 procurement process is not exclusive and the County reserves the right to purchase goods and services from other Contractors/Consultants when it is in the best interest of the County.

Does Contractor/Consultant agree? YES ____ Authorized Representative's initials: ____

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal contract provision (C) above, when federal funds are expended by the County of Albany on any federally assisted construction contract, the aforesaid equal opportunity clause is incorporated by reference herein.

Does Contractor/Consultant agree? YES _____ Authorized Representative’s initials: _____

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal contract provision (D) above, when federal funds are expended by the County of Albany during the term of an award for all contracts and subgrants for construction or repair, the Contractor/Consultant shall comply with all applicable Davis-Bacon Act provisions.

Does Contractor/Consultant agree? YES ____ Authorized Representative's initials: ____

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal contract provision (E) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall be, and shall remain, in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal contract provision (F) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (F) above.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal contract provision (G) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFB/P #2023-042 procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (G) above.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal contract provision (H) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the resulting from the RFB/P# procurement process, the Contractor/Consultant neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. The Contractor/Consultant shall immediately provide written notice to the if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The County may rely upon a certification of a Contractor/Consultant that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the County knows the certification is erroneous.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors/Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal contract provision (I) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term and after the awarded term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall provide the required written certification that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor/Consultant further certifies 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 Contractor/Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The aforesaid certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the required certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

(J) Procurement of Recovered Materials. When federal funds are expended by the County of Albany, it and its contractors/consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal contract provision (J) above, when federal funds are expended the County of Albany, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor/Consultant certifies, by initialing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by the County of Albany, Contractor/Consultant is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including: 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; and 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.

Pursuant to Federal contract provision (K) above, when federal funds are expended the County of Albany, the Contractor/Consultant certifies, by initialing this document, that it shall take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process, the Contractor/Consultant certifies it shall comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor/Consultant further certifies it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the County of Albany for any contract resulting from this procurement process, the Contractor/Consultant certifies it shall be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials: ____**

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Contractor/Consultant certifies it shall be, and remain, in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor/Consultant certifies that it has executed a certification under penalty of perjury as part of its response to the RFB/P # procurement solicitation that it is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

STANDARD PROVISIONS FOR
COUNTY OF ALBANY SERVICES/WORK AGREEMENTS

1. ASSIGNMENT

The Contractor/Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor/Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's/Consultant's right, title, or interest therein, without the prior written consent of the County.

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

2. AVAILABLE DATA

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

3. COOPERATION

The Contractor/Consultant shall cooperate with representatives, agents, and employees of the County and the County shall cooperate with representatives, agents, and employees of the Contractor/Consultant to the end that work may proceed expeditiously and economically.

4. NON-DISCRIMINATION

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

5. RELATIONSHIP OF THE PARTIES

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

6. INDEMNIFICATION

The Contractor/Consultant 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 Contractor/Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

7. NON-APPROPRIATIONS

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

8. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

9. RECORDS

The Contractor/Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

The Contractor/Consultant shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

The Contractor/Consultant shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

10. NO WAIVER OF PERFORMANCE

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

11. MODIFICATION

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

12. EXECUTION OF DOCUMENTS

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

13. HEADINGS – CONSTRUCTION

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

14. NON-INTERRUPTION OF WORK [Contractors only]

The Contractor agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

15. ENTIRE AGREEMENT

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

16. EXTRA WORK/SERVICE

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

17. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor/Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor/Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County

reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor/Consultant in default and/or seeking debarment or suspension of the Contractor/Consultant.

18. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor/Consultant hereby represents that it is in compliance with § 103-g entitled “Iranian Energy Sector Divestment,” in that the Contractor/Consultant has not:

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

19. MISCELLANEOUS PROVISIONS

- 19.1 In addition to the MacBride Principles of Fair Employment, the Iranian Energy Sector Divestment and other policies and procedures described above, the Contractor/Consultant also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures of the County.
- 19.2 During the term of this Agreement, the Contractor/Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor/Consultant shall give the County thirty (30) days written notice in advance of such event.
- 19.3 The Contractor/Consultant 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.
- 19.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 19.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 19.6 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 to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

Albany LEAD Budget, 2023-2025: Summary

<u>Function</u>	EXPENSES			<u>3-Year Totals</u>
	<u>2023</u>	<u>2024</u>	<u>2025</u>	
Case Management	443,933	512,573	527,055	1,483,561
Project Management	270,116	277,885	285,931	833,931
Clinical Support Initiative, ACDMH	-	175,000	181,000	356,000
Community Engagement	85,055	85,961	88,362	259,378
Albany Police Department	48,763	50,226	51,733	150,722
Albany County District Attorney	47,247	47,247	47,247	141,741
Albany County Performance Reporting	10,080	10,382	10,694	31,156
Evaluation and Research	80,000	83,000	83,000	246,000
TOTAL EXPENSES (including in-kind) *	985,194	1,242,274	1,275,021	3,502,490
TOTAL EXPENSES (excluding in-kind) *	902,473	1,144,802	1,176,042	3,210,027

<u>Source</u>	RESOURCES			
	<u>2023</u>	<u>2024</u>	<u>2025</u>	
2020 COSSAP Grant	221,289	-	-	221,289
2022 COSSAP Grant	132,219	382,868	392,614	907,701
2022 New York State Grant	280,965	9,035		290,000
LEAD Support Bureau Grant	75,000	-	-	75,000
Albany County Support	60,000	-	-	60,000
City of Albany Support	60,000	-	-	60,000
Health Research Inc. /Bridge Clinic Grant	73,000	73,000	73,000	219,000
TOTAL	902,473	464,903	465,614	1,832,990

PROJECTED SURPLUS OR (GAP)

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Gap including cost of in-kind services**	(82,721)	(659,372)	(809,407)
Gap excluding cost of in-kind services	-	(741,899)	(710,427)

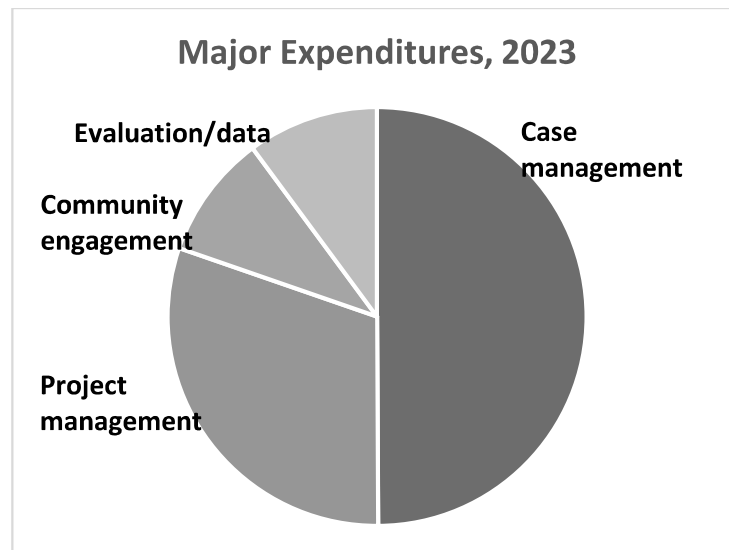
Notes:

*In-kind services include estimates of certain costs for the Albany Police Department and

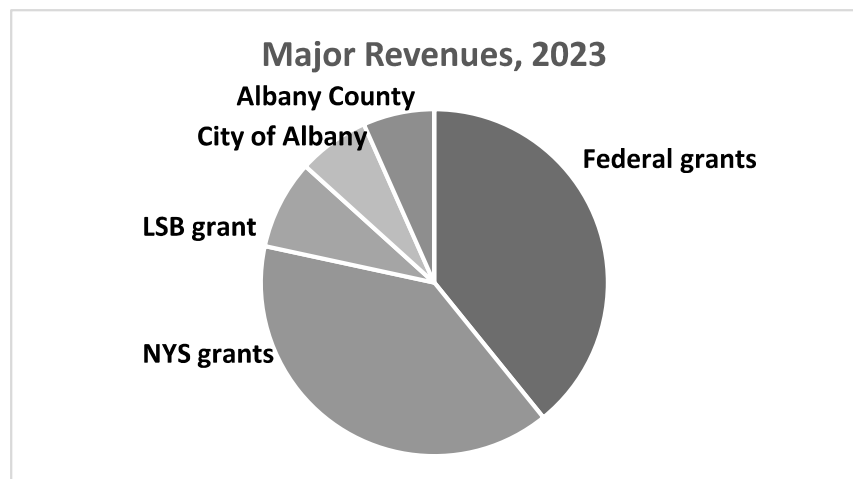
Albany County District Attorney's Office; figures on other unreimbursed costs are not currently available.

The 2022 COSSAP Grant totals \$1.26 million, of which \$308,000 is tentatively budgeted for expansion jurisdictions.

Case Management	443,933
Project Management	270,116
Community Engagement	85,055
Evaluation/Data Analysis	90,080



Federal grants	353,508
New York State grants	353,965
LEAD Support Bureau grant	75,000
City of Albany	60,000
Albany County	60,000



Albany LEAD/Albany County LEAD Uses of 2022 COSSAP Grant

<u>Function</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	3-Year Totals
Case Management (all jurisdictions)	42,139	191,542	197,214	430,895
Clinical Support Initiative, ACDMH	-	175,000	181,000	356,000
Evaluation and Research	80,000	83,000	83,000	246,000
Project Management (Cohoes-Watervliet)	42,750	53,426	55,029	151,205
Albany County Performance Reporting	10,080	10,382	10,694	31,156
Travel/Conferences	6,000	6,000	6,000	18,000
TOTAL	180,969	519,351	532,936	1,233,256

Note: Full value of 2022 COSSAP grant is \$1,260,648; allocation of remaining \$27,392 to be determined.

Albany LEAD/Albany County LEAD Uses of 2022 New York State Grant

<u>Function</u>	<u>2023</u>	
Case Management (Albany)	113,794	-
Project Management (Albany)	102,116	
Community Engagement (all jurisdictions)	75,055	
TOTAL	290,965	
<i>Remaining to be used in 2024:</i>	9,035	

Note: Albany County LEAD budget appears in separate document.

Albany LEAD Budget: Case Management

	2023	2024	2025
Expenses			
<u>Personnel</u>			
Case Manager salary	42,627	43,906	45,223
Case Manager salary	42,627	43,906	45,223
Case Manager salary	42,627	43,906	45,223
Case Manager salary	42,627	43,906	45,223
Case Manager salary (to be added during 2023)*	31,970	43,906	45,223
Case Manager salary (to be added during 2024)	-	44,346	45,676
Case Management supervisor (25%)**	9,846	10,142	10,446
Case Management data analyst (40%)	21,200	21,836	22,491
LEAD Coordinator salary	52,514	54,089	55,712
Program Director salary (5%)	3,061	3,152	3,247
Executive Director salary (15%)	12,000	12,360	12,731
<i>Total Salaries</i>	301,099	310,132	319,436
<i>Total Fringe Benefits @ 33%</i>	99,363	102,344	105,414
Total Personnel	400,462	467,798	481,832
<u>OTPS</u>			
Supplies/equipment	4,777	4,920	4,970
Phone/internet	3,491	3,596	3,632
Travel/training/AAA	10,106	10,409	10,513
Rent	6,800	7,004	7,074
Total OTPS	25,174	25,929	26,189
Agency Admin.	18,297	18,846	19,034
Total Expenses	443,933	512,573	527,055
Resources			
2020 COSSAP Grant	80,000	-	-
2022 COSSAP Grant***	42,139	114,486	117,920
2022 New York State Grant	113,794		
LEAD Support Bureau Grant	75,000	-	-
City of Albany CDBG-CV Grant	60,000		
Bridge Clinic Grant (LEAD Coordinator)	73,000	73,000	73,000
Total Resources	443,933	187,486	190,920
Gap (Total Expenses - Total Resources)	-	(325,088)	(336,135)

Notes on Expenses:

Staffing levels assume 25 clients per case manager. Increase in caseloads would require additional staffing.

Additional case manager positions depend on overall client caseload.

* Fifth case manager and part-time case management supervisor positions are assumed to start in April 2023.

** 25% time case management supervisor position is shared with 25% time position in LEAD expansion jurisdictions, budgeted separately.

*** 2022 COSSAP grant resources support salaries for Case Management Supervisor and Data Analyst, plus 50% expected costs for fringe benefits and OTPS. Support for additional Case Manager begins in 2024.

Notes on Resources:

Bridge Clinic Grant is expected to be renewed annually.

Albany LEAD Budget: Project Management

	2023	2024	2025
Expenses			
<u>Personnel Expenses</u>			
Co-Project Manager salary	83,000	85,490	88,055
Co-Project Manager salary	83,000	85,490	88,055
<i>Total Salaries</i>	166,000	170,980	176,109
<i>Total Fringe Benefits</i>	49,800	51,294	52,833
Total Personnel	215,800	222,274	228,942
<u>NPS Expenses</u>			
20% Admin. (Equipment, supplies etc.)	43,160	44,455	45,788
Communications/social media	9,000	9,000	9,000
COSSAP conference	2,156	2,156	2,200
Total NPS	54,316	55,611	56,988
Total Expenses	270,116	277,885	285,931
Resources			
2020 COSSAP Grant	108,000	-	-
2022 COSSAP Grant	-	-	-
2022 New York State Grant	102,116	-	-
City of Albany support	-	-	-
Albany County support	60,000	-	-
Total Resources	270,116	-	-
Gap (Total Expenses - Total Resources)	-	(277,885)	(285,931)

Notes on Resources:

Project manager salary figures reflect 4% increase in 2023 per PDA and 3% annual increases thereafter.

Albany LEAD Budget: Clinical Support, Albany County Department of Mental Health

	2023	2024	2025
Expenses			
<u>Personnel Expenses</u>			
Clinical Social Worker	-	65,000	67,000
<i>Total Salaries</i>	-	65,000	67,000
<i>Total Fringe Benefits</i>	-	26,000	26,000
Total Personnel	-	91,000	93,000
<u>NPS Expenses</u>			
Contractual Psychiatric Services	-	84,000	88,000
Total NPS	-	84,000	88,000
Total Expenses	-	175,000	181,000
Resources			
2022 COSSAP Grant	-	175,000	181,000
Total Resources	-	175,000	181,000
Gap (Total Expenses - Total Resources)	-	-	-

Albany LEAD Budget: Community Engagement

	2023	2024	2025
Expenses			
<u>Personnel</u>			
Community Engagement Coordinator salary	60,000	61,800	63,654
<i>Total Salaries</i>	60,000	61,800	63,654
<i>Total Fringe Benefits @ 22%</i>	13,200	13,596	14,004
Total Personnel	73,200	75,396	77,658
<u>OTPS</u>			
Community Leadership Team expenses	4,500	4,635	4,774
Supplies/equipment	2,495	1,070	1,070
Travel	1,560	1,560	1,560
Rent	3,300	3,300	3,300
Total OTPS	11,855	10,565	10,704
Total Expenses	85,055	85,961	88,362
Resources			
2020 COSSAP Grant	20,000	-	-
2022 New York State Grant	65,055	-	-
Total Resources	85,055	-	-
Gap (Total Expenses - Total Resources)	-	(85,961)	(88,362)

Notes on Expenses:

Expenses for community engagement coordinator are estimates based on Center for Law and Justice experience and may be adjusted.

CLT expenses may include stipends, meeting costs e.g., child care, refreshments) and others.

Albany LEAD Budget: Albany Police Department

	2023	2024	2025
Expenses			
Overtime (900 hours per year)	48,763	50,226	51,733
Total LEAD Expenses	48,763	50,226	51,733
Resources			
2020 COSSAP Grant	13,289	-	-
Total Resources	13,289	-	-
Gap (Total Expenses - Total Resources)	(35,474)	(50,226)	(51,733)

Notes on Expenses:

Expenses not funded by COSSAP grant represent in-kind contributions by APD and the City of Albany.
 2024 and 2025 figures reflect 3% annual increases.

Albany LEAD Budget: Albany County District Attorney's Office

	2023	2024	2025
Expenses			
LEAD-related personnel costs (partial)	47,247	47,247	47,247
Total LEAD Expenses	47,247	47,247	47,247
Resources			
Total Resources	-	-	-
Gap (Total Expenses - Total Resources)	47,247	47,247	47,247

Notes on Expenses:

Expenses represent in-kind contributions
by the Albany County District Attorney's office and Albany County.

Albany LEAD Budget: Albany County Performance Reporting

	2023	2024	2025
Expenses			
<u>Personnel</u>			
Data analyst 12%	7,200	7,416	7,638
<i>Total Salaries</i>	7,200	7,416	7,638
<i>Total Fringe Benefits @ 22%</i>	2,880	2,966	3,055
Total Personnel	10,080	10,382	10,694
 Total Expenses	 10,080	 10,382	 10,694
 Resources			
2022 COSSAP Grant	10,080	10,382	10,694
Total Resources	10,080	10,382	10,694
 Gap (Total Expenses - Total Resources)	 -	 -	 -

Albany LEAD Budget: Evaluation

	2023	2024	2025
Expenses			
Evaluation - Dr. Udo/SUNY RF	80,000	83,000	83,000
Total LEAD Expenses	80,000	83,000	83,000
Resources			
2022 COSSAP Grant	80,000	83,000	83,000
Total Resources	80,000	83,000	83,000
Gap (Total Expenses - Total Resources)	-	-	-

APPROPRIATIONS										
BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						NAME
				STATE POS. CODE	POSITION CONTROL					
A9	4310	44092	COS22	000	000000	L.E.A.D. Funding	\$261,127		\$876,127	Mental Health
TOTAL APPROPRIATIONS							\$261,127	\$0		

ESTIMATED REVENUES										
BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	FOR POSITIONS ONLY							
				STATE POS. CODE	POSITION CONTROL					
A4	4310	04398	COS22	000	000000	L.E.A.D. Funding		\$261,127	\$261,127	Mental Health
TOTAL REVENUES							\$0	\$261,127		
GRAND TOTAL							\$261,127	\$261,127		

Summary of Subawards

Overall Summary

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Case management: Catholic Charities			
Care Coordination Services	121,291.10	167,988.91	172,970.70
Project management: Trinity Alliance	54,656.00	56,156	56,668
Evaluation: SUNY Research Foundation	79,826.60	82,425	84,144
Total	255,773.70	306,569.91	313,782.70

Summary by agency

Case Management: Catholic Charities

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Personnel	84,965.10	118,320.75	121,621.90
Fringe benefits	33,986.00	47,328.16	48,648.80
Travel	2,340.00	2,340.00	2,700.00
Total	121,291.10	167,988.91	172,970.70

Project Management: Trinity Alliance

Personnel	37,000	37,500	38,000
Fringe benefits	14,000	15,000	15,000
Travel	3,656	3,656	3,668
Total	54,656	56,156	56,668

Evaluation: SUNY Research Foundation

Personnel	50,951	51,970	53,010
Fringe benefits	9,069	10,004	10,256
Total Direct Costs	60,020	61,974	63,266
Indirect Costs	19,807	20,451	20,878
Total	79,827.00	82,425.00	84,144

Total, Years 1-3

462,250.71
167,480.00
246,395.60
876,126.31

Total, Years 1-3

324,907.75
129,962.96
7,380.00
462,250.71

112,500
44,000
10,980
167,480

155,931
29,329
185,260
61,136
246,396.00

Exhibit for numbers check: subawards plus \$ not subawarded

Item	3-yr total
<i>Data analyst, Albany County</i>	<i>30,240.00</i>
<i>Clinical social worker</i>	<i>184,000.00</i>
<u><i>Psychiatric services</i></u>	<u><i>\$172,000</i></u>
Total not subawarded	386,240.00
Total subawards	876,126.31
<u>Total grant calculation</u>	1,262,366.31
variance from previous	1,718.16

Budget Detail - Year 1

Personnel	Position	Salary	Rate	Time Worked	Percent of Time	Total Cost	check-ids
Case manager	Case manager	43,054	yearly	1	70%	30,137.80	30,137.80
Case manager	Case manager	43,054	yearly	0.5	35%	15,068.90	15,068.90
Case mgmt. supervisor	Case mgmt. supervisor	53,024	yearly	0.5	35%	18,558.40	18,558.40
Case mgmt. data analyst	Case mgmt. data analyst	53,000	yearly	1	40%	21,200	-
Project manager	Project manager	74,000	yearly	1	50%	37,000	37,000.00
Data analyst (Albany County)	Data analyst (Albany County)	60,000	yearly	1	12%	7,200	7,200.00
Totals						123,165.10	88,555.57

Personnel narrative
With expected expansion of Albany LEAD to two or more new jurisdictions, funding will be needed for additional case management capacity. The planned funding would support 1.5 case managers and a .5 case management supervisor starting in the first year of the grant period, with additional staffing to be added during the second year. Case managers will be central operators in Albany LEAD, working with clients to develop and coordinate wrap-around services, including housing, mental health, and other services. Project managers will be responsible for overseeing the day-to-day operations of the program, including managing the case management staff and ensuring that all services are provided in a timely and effective manner. The funding will also cover the cost of training and ongoing professional development for the case management staff. The funding will also cover the cost of the case management agency to support part of the increasing costs of its data collection and reporting. Work required for performance measurement will be included in this position. Case management agency to support part of the increasing costs of its data collection and reporting. Work required for performance measurement will be included in this position. Expansion to additional jurisdictions will also require additional project management capacity. Project managers provide overall leadership with regard to administration, coordination of stakeholders, oversight of case management, and relations with the community and elected officials. This position is expected to be half-time, reflecting population in expansion jurisdictions.

Albany County plays a major role in Albany LEAD through multiple offices including the departments of Mental Health, Probation, Social Services, Public Defender and Alternate Defender as well as those of the elected County Executive, District Attorney and Sheriff. The County data analytics staff is expected to provide new internal analytical support for Albany LEAD as part of overall enhancement of data collection/analysis/reporting and performance measurement.

Fringe benefits	Base	Rate	Total Cost
Case manager	30,138	40%	12,055.20
Case manager	15,069	40%	6,027.60
Case mgmt. supervisor	18,558	40%	7,423.20
Case mgmt. data analyst	21,200	40%	8,480.00
Project manager	37,000	40%	14,800.00
Data analyst (Albany County)	7,200	40%	2,880.00
Totals			50,666.00

Fringe benefits narrative
Fringe costs reflect expenses incurred by the employer for the benefit of its employees, including Social Security, workers' compensation, health insurance, unemployment insurance, paid time off and others.

Travel	Purpose	Location	Type of Expense	Rate	Quantity	# of Staff	# of Trips	Total Cost
Case manager travel	Case manager travel	Albany County	Local travel	Mile	130	1	12	2,340
Mandatory national meeting	Mandatory national meeting	Washington DC	Transportation	Round-trip	400	1	1	800
Mandatory national meeting	Mandatory national meeting	Washington DC	Meals	Per diem	75	1	1	75
Mandatory national meeting	Mandatory national meeting	Washington DC	Meals	Day	75	3	1	450
Annual LEAD planning conference	Annual LEAD planning conference	Albany NY	Transportation	Round-trip	400	1	1	1,200
Totals								5,995

Travel narrative
Case managers' duties include local travel to meet with clients and to transport them to meetings with providers, appointments related to public benefits and others. It is expected that the project manager and one other employee (to be determined) will travel to the mandatory, annual OIP conference. Budgeted expenses include airfare between Albany NY and Washington DC, lodging and meals (the latter based on GSA estimates).

Albany LEAD plans an annual conference of stakeholders and national experts in LEAD and other initiatives that address the overdose crisis, particularly as it relates to the role of the criminal legal system and reforms that may be made to address racial inequalities. Funding would cover transportation costs for outside speakers to attend and participate in the conference.

Equipment - none

Supplies - none

Construction - none

Subawards (Direct Costs)

Dr. Temeko Ude
SUNY Research Foundation

Description	Country	State	City	Total Direct Cost
Evaluation	US	NY	Albany	60,020
Detailed budget provided in "Additional attachments"				
Additional Narrative:				
Additional research team will conduct an extensive three-year program of evaluations including creating a dedicated database for all LEAD client data points, a client survey, a community survey, a community needs assessment, a community engagement survey, a community program acceptability and performance from the client and community perspective, evaluating whether the program has led to the outcomes outlined in the logic model; compiling cost data to assess cost-effectiveness; and producing semi-annual reports on LEAD performance and effectiveness, including voices from the community as available. Funding will support work of the principal investigator, a graduate research assistant at the doctoral level and a graduate research assistant at the master's level. A detailed budget is provided in "Additional attachments."				
Indirect costs	Description	Base	Indirect Cost Rate	Total Cost
	Evaluation - SUNY RF - Dr. Tem	60,020	33%	19,807
Total costs, year 1		265,853.70		
Total costs for 3 years				
Year 1		265,853.70		
Year 2		491,650.33		
Year 3		593,144.12		
TOTAL 3 YEARS		1,350,648.15		
Total proposal		1,350,648		
to be distributed		(0)		
Summary of Y1 Subawards:				
Case management (CCCCS)		121,291.10		
Project management (Trinity)		54,656.00		
Community engagement (SUNY RF)		11,280.00		
Total subawards, Year 1		287,227.10		
Amount not subawarded (check me)		11,280.00		
Total (should match BBO or BMA)		267,053.70		

Budget Detail - Year 2

Personnel		Position	Salary	Time Worked	Percent of Time	Total Cost	Non-Fed Contrib	Federal Request	check calc
tbd	Case manager	44,346	yearly	1	70%	31,042.20	9,312.66	21,729.54	#####
tbd	Case manager	44,346	yearly	1	70%	31,042.20	9,312.66	21,729.54	#####
tbd	Case manager	44,346	yearly	1	35%	15,521.10	4,656.33	10,864.77	#####
tbd	Case mgt. supervisor	54,615	yearly	1	35%	19,115	5,734.58	13,380.68	-
tbd	Case mgt. data analyst	54,000	yearly	1	50%	27,000	0	27,000.00	#####
tbd	Case mgt. supervisor	54,000	yearly	1	50%	27,000	0	27,000.00	#####
tbd	Clinical social worker	65,000	yearly	1	100%	65,000	0	65,000	#####
tbd	Data analyst (Albany County)	60,000	yearly	1	12%	7,200	0	7,200.00	#####

Totals **250,016.23** **177,404.53**

Personnel narrative

Funding for additional case management capacity would increase during the second year to include a second full-time case manager in addition to the 1.5 case managers and a .5 case management supervisor who will start in the first year of the grant period. Salaries reflect a cost-of-living adjustment from Year 1. Case managers play a central operational role in Albany LEO, working with clients to identify needs and help them access benefits, housing, treatment and other services. For the three case manager positions and the case management supervisor, proposed funding covers 70% of costs, with the remainder expected to be supported by funding from New York State or other sources.

The project manager serving expansion jurisdictions continues in the second year. The salary reflects a cost-of-living adjustment from Year 1. This position is expected to be half-time given the relatively smaller population in expansion jurisdictions.

The proposal envisions creation of new, street-based clinical capacity within the Albany County Department of Mental Health starting in the second year of the grant period. Designed in the context of Sequential Intercept Model analysis, this initiative would serve LEAD clients with substance use and co-occurring disorders, in response to longstanding gaps in such services. It would particularly target individuals whose connections to mental health and substance use services are weak due in part to barriers they face engaging with traditional treatment settings. Preliminarily, Albany LEAD envisions a street-based mental health clinician who could link individuals to a prescriber on an as-needed basis (see "Psychiatric services" in Procurement Contracts section of this proposal). In addition to directly addressing critical, unmet treatment needs, this innovative approach would support other important outcomes. It would be clients' ability to qualify for housing, cash assistance and other benefits for which a clinical diagnosis or treatment are required. For clients in Drug Court or other programs, this approach would likely be reduced as well. Other specialized courts, stronger linkage to clinical care could reduce the risk of jail or other criminal legal penalties. Reliance on emergency services would likely be reduced as well.

Fringe benefits		Base	Rate	Total Cost	Non-Fed Cont.	Federal Request
Name/Position						
Case manager full-time		31,042	40%	12,416.88		12,416.88
Case manager full-time		31,042	40%	12,416.88		12,416.88
Case manager full-time		31,042	40%	12,416.88		12,416.88
Case mgt. supervisor		19,115	40%	7,646.00		7,646.00
Case mgt. data analyst		21,600	40%	8,640.00		8,640.00
Project manager		37,500	40%	15,000.00		15,000.00
Clinical social worker		65,000	40%	26,000.00		26,000.00
Data analyst (Albany County)		7,200	40%	2,880.00		2,880.00
Totals				91,208.16	-	74,972.16

Fringe benefits narrative

Fringe benefits are the costs incurred by the employer for the benefit of its employees, including Social Security, workers' compensation, health insurance, unemployment insurance, paid time off and others.

Travel		Location	Type of Expense	Basis	Quantity	# of Staff	# of Trips	Total Cost	Non-Fed Cont	Federal Request
Purpose										
Case manager travel		Albany County	Local travel	Mile	130	1	1.5	12	2340	
Mandatory national meeting		Washington DC	Transportation	Round-trip	400	1	2	1	800	
Mandatory national meeting		Washington DC	Lodging	Night	200	3	2	1	1,200	
Mandatory national meeting		Washington DC	Meals	Per diem	40	3	2	1	400	
Annual LEAD planning conference		Albany NY	Transportation	Round trip	400	1	3	1	1,200	

Budget Detail - Year 3

Personnel Name	Position	Salary	Rate	Time Worked	Percent of Time	Total Cost	Non-Fed Contrib
tbd	Case manager	45,676	yearly	1	70%	31,973.20	9,591.96
tbd	Case manager	45,676	yearly	1	70%	31,973.20	9,591.96
tbd	Case manager	45,676	yearly	1	35%	15,986.60	4,795.98
tbd	Case mgt. supervisor	56,254	yearly	1	35%	19,689	5,906.67
tbd	Case mgt. data analyst	55,000	yearly	1	40%	22,000	
tbd	Project manager	76,000	yearly	1	50%	38,000	0
tbd	Clinical social worker	67,000	yearly	1	100%	67,000	0
tbd	Data analyst (Albany County)	60,000	yearly	1	12%	7,200	0
Totals						233,821.90	29,886.57

Personnel narrative

Funding for additional case management capacity would increase during the second and third years to include a second full-time case manager in addition to the 1.5 case managers and a .5 case management supervisor who will start in the first year of the grant period. Salaries reflect yearly cost-of-living adjustments. Case managers play a central operational role in Albany LEAD, working with clients to identify needs and help them access benefits, housing, treatment and other services. For the three case manager positions and the case management supervisor, proposed funding covers 70% of costs, with the remainder expected to be supported by funding from New

The project manager serving expansion jurisdictions continues in the third year. The salary reflects a cost-of-living adjustment from Year 2. This position is expected to be half-time given the relatively smaller population in expansion jurisdictions.

The proposal envisions creation of new, street-based clinical capacity within the Albany County Department of Mental Health starting in the second year of the grant period. Designed in the context of Sequential Intercept Model analysis, this initiative would serve LEAD clients with substance use/co-occurring disorders, in response to longstanding gaps in such services. It would particularly target individuals whose connections to mental health and substance use services are weak due in part to barriers they face engaging with traditional treatment settings. Preliminarily, Albany LEAD envisions a street-based mental health clinician who could link individuals to a prescriber on an as-needed basis (see "Psychiatric services" in Procurement Contracts section of this proposal). In addition to directly addressing critical, unmet treatment needs, this innovative clients' ability to qualify for housing, cash assistance and other benefits for which a clinical diagnosis or treatment are required. For clients in Drug Court or other specialized courts, stronger linkage to clinical care could reduce the risk of jail or other criminal legal penalties. Reliance on emergency services would likely be reduced as well.

Fringe benefits

Name/Position	Base	Rate	Total Cost	Non-Fed Cont.	Federal Request
Case manager full-time	31,973	40%	12,789.20		12,789.20
Case manager half-time	31,973	40%	12,789.20		12,789.20
Case mgt. supervisor	15,987	40%	6,394.80		6,394.80
Case mgt. data analyst	22,000	40%	8,800.00		
Project manager	37,500	40%	15,000.00		15,000.00
Clinical social worker	65,000	40%	26,000.00		26,000.00
Data analyst (Albany County)	7,200	40%	2,880.00		2,880.00
Totals			92,528.80	-	75,853.20

Fringe benefits narrative

Fringe costs reflect expenses incurred by the employer for the benefit of its employees, including Social Security, workers' compensation, health insurance, unemployment insurance, paid time off and others.

Travel Purpose	Location	Type of Expenditure	Cost	Quantity	# of Staff	# of trips	Total Cost
Case manager travel	Albany County	Local travel	Mile	150	1	1.5	12
Mandatory national meeting	Washington DC	Transportation	Round-trip	400	1	2	1
Mandatory national meeting	Washington DC	Lodging	Night	200	3	2	1
Mandatory national meeting	Washington DC	Meals	Day	78	3	2	1
Annual LEAD planning conference	Albany NY	Transportation	Round-trip	400	1	3	1
Totals							---

RESOLUTION NO. 540

AUTHORIZING AGREEMENTS WITH SUNY ALBANY AND CATHOLIC CHARITIES CARE COORDINATION SERVICES REGARDING THE US DEPARTMENT OF JUSTICE 2022 COMPREHENSIVE OPIOID STIMULANT SUBSTANCE ABUSE GRANT PROGRAM AND AMENDING THE 2022 ALBANY COUNTY BUDGET

Introduced: 12/5/22

By Audit and Finance Committee:

WHEREAS, By Resolution No. 491 for 2022, this Honorable Body authorized an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$1,260,000 for a term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, The County Executive has requested authorization to sub-award a portion of said funding to Albany LEAD (Law Enforcement Assisted Diversion) program partners in a total amount of \$615,000 for a term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, Catholic Charities Care Coordination Services will receive \$370,000 and shall provide case management services, and the State University of New York at Albany will receive \$245,000, and will lead a robust independent evaluation of L.E.A.D. in Albany County, and

WHEREAS, A budget amendment is necessary in order to sub-award said funding in the 2022 Albany County Budget now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Catholic Charities Care Coordination Services regarding case management services in support of the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$370,000 for a term commencing October 1, 2022 and ending September 30, 2025, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the State University of New York at Albany regarding independent evaluation services in support of the Comprehensive Opioid, Stimulant, and Substance Abuse Program in Albany County, in an amount of \$370,000 for a term commencing October 1, 2022 and ending September 30, 2025, and, be it further

RESOLVED, That the 2022 Albany County Budget is hereby amended as indicated on the spreadsheet annexed hereto, 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 – 12/5/22

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 5th day of December, 2022, 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 6th day of December, 2022.


Clerk, Albany County Legislature

RESOLUTION NO. 491

**AUTHORIZING AN AGREEMENT WITH THE UNITED STATES
DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS
REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND
SUBSTANCE ABUSE PROGRAM**

Introduced: 12/5/22

By Public Safety Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$1,260,000 for a term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, The County Executive has indicated that such funding will be used to support Albany LEAD (Law Enforcement Assisted Diversion) program's new initiative, "Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County" by adding four case managers and a part time Data Analyst to strengthen its data analysis collection and expansions with regard to Albany Police Department's arrest and diversion data, Catholic Charities' data on characteristics and experiences, and LEAD data from other participation municipalities, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$1,260,000 for a term commencing October 1, 2022 and ending September 30, 2025, 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.

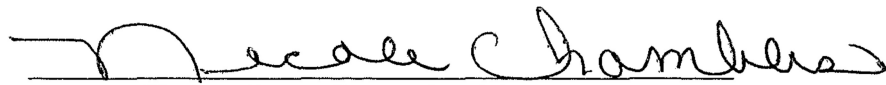
Adopted by unanimous vote – 12/5/22

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 5th day of December, 2022, 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 6th day of December, 2022.


Clerk, Albany County Legislature

RESOLUTION NO. 158

AUTHORIZING AGREEMENTS WITH VARIOUS LEAD PARTNERS REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM

Introduced: 5/10/21

By Audit and Finance Committee:

WHEREAS, By Resolution No. 472 for 2020, this Honorable Body authorized entering into an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program grant in the amount of \$898,062 for the term commencing October 1, 2020 and ending September 30, 2023, and

WHEREAS, Such funding is to be used to support the Albany LEAD (Law Enforcement Assisted Diversion) program by adding case managers, a full time Project Director, and a Community Engagement and Outreach Coordinator to improve coordination between partners and the public, increase public awareness, and develop policies and procedures to better serve LEAD communities, and

WHEREAS, The County Executive has now requested authorization to sub-award a portion of this funding to Albany LEAD partners, including the Public Defender Association/LEAD National Support Bureau, Catholic Charities Care Coordination Services, the Center for Law and Justice, and the Albany Police Department, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the Public Defender Association/LEAD National Support Bureau, Seattle, Washington 98104; Catholic Charities Care Coordination Services, Albany, New York 12204; the Center for Law and Justice, Albany, New York 12204; and the Albany Police Department in connection with sub-awarding grant funds in the amount of \$785,850 for the term commencing October 1, 2020 and ending September 30, 2023, 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

June 7, 2023

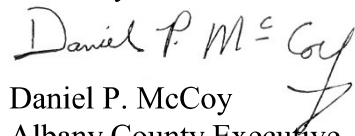
Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

The Office of the Albany County Executive is requesting authorization to execute a contract with Barton and Logudice pursuant to the Albany County All-Hazard Mitigation Plan. The purpose of updating the Albany County Multi-Jurisdictional Hazard Mitigation Plan is to provide Albany County and its encompassing jurisdictions with an all-hazard mitigation plan that meets the requirements and approval of the Federal Emergency Management Agency (FEMA) and the New York State Division of Homeland Security and Emergency Services (DHSES), so as to ensure and demonstrate the jurisdictions' commitment to identify and reduce risks from natural and other hazards, serving as a guide for decision-makers as they commit resources to reduce the effects of natural hazards. The Disaster Mitigation Act of 2000 requires that all local governments adopt an approved All-Hazard Mitigation Plan to be eligible to receive future hazard mitigation grant funding. The period of performance for the grant funding received from FEMA began on December 1, 2022 and goes until March 31, 2025.

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

Sincerely


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. 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-4343, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract authorization for professional services for the planning and implementation of a County All-Hazard Mitigation Plan

Date:	June 6 th , 2023
Submitted By:	Patrick Curran
Department:	County Executive's Office
Title:	Policy Analyst
Phone:	518-447-5639
Department Rep.	
Attending Meeting:	Pat Curran

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):

Barton & Logudice
10 Airline Drive, Suite 200
Albany, New York 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$189,000
Scope of Services: Develop a comprehensive risk assessment and outline proposed mitigation actions to minimize the costs and impacts of future disaster events.

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: FEMA and NYSDHSES

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: D5110.04306

Revenue Amount: \$170,000

Appropriation Account and Line: D5110.44046 (Encumbrance)

Appropriation Amount: \$189,000

Source of Funding - (Percentages)

Federal: 90%

State: 0%

County: 10%

Local: 0%

Term

Term: (Start and end date) 12/1/2022

Length of Contract: 3/31/2025

Impact on Pending Litigation Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

The purpose of updating the Albany County Multi-Jurisdictional Hazard Mitigation Plan is to provide Albany County and its encompassing jurisdictions with an all-hazard mitigation plan that meets the requirements and approval of the Federal Emergency Management Agency (FEMA) and the New York State Division of Homeland Security and Emergency Services (DHSES), so as to ensure and demonstrate the jurisdictions' commitment to identify and reduce risks from natural and other hazards, serving as a guide for decision-makers as they commit resources to reduce the effects of natural hazards. The Disaster Mitigation Act of 2000 requires that all local governments adopt an approved All-Hazard Mitigation Plan to be eligible to receive future hazard mitigation grant funding.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

RECOMMENDATION NOTICE

To: Pam O'Neill, Purchasing Agent

From: Office of the Albany County Executive

Date: 6/2/2023

Subject: RFP # 2023-039
Albany County Hazard Mitigation Plan

Upon review of the four (4) proposals that were received regarding the aforementioned project, I would like to recommend Barton and Loguidice, D.P.C for the award. All bids submitted were strong and comprehensive. The proposal submitted by Barton and Loguidice was graded more favorably on experience and quality of the overall bid.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Patrick Curran
Office of the Albany County Executive

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 7, 2023

RE: RFP-2023-039, 2023 Albany County Hazard Mitigation Plan

I am in receipt of your recommendation to award the aforementioned to Barton & Loguidice D.P.C in the amount of \$195,000.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Barton & Loguidice D.P.C.

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

RFP #2023-039: Hazard Mitigation Plan

Proposal Rating Worksheet

Proposer: Crawford & Associates, LLC

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services.	4	0.8	3	0.6	4	0.8	4	0.8
Professional qualifications and prior experience in large-scale hazard mitigation projects.	4.5	0.9	4	0.8	4	0.8	4	0.8
Cost Proposal.	5	1	5	1	5	1	4	0.8
Proposer's demonstrated capabilities (equipment, financial solvency, location).	4.5	0.675	3	0.45	4	0.6	4	0.6
Client references.	4	0.6	3	0.45	3	0.45	4	0.6
Staffing – (Evaluation of employee's resumes).	3.5	0.35	3	0.3	3	0.3	4	0.4
		4.325		3.6		3.95		4

NOTES:

RFP #2023-039: Hazard Mitigation Plan

Proposal Rating Worksheet

Proposer: H2O Partners

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services.	4	0.8	4	0.8	4	0.8	4	0.8
Professional qualifications and prior experience in large-scale hazard mitigation projects.	5	1	5	1	4	0.8	4	0.8
Cost Proposal.	4.5	0.9	5	1	3	0.6	3	0.6
Proposer's demonstrated capabilities (equipment, financial solvency, location).	3	0.45	3	0.45	3	0.45	4	0.6
Client references.	4	0.6	4	0.6	3	0.45	3	0.45
Staffing – (Evaluation of employee's resumes).	3	0.3	4	0.4	3	0.3	4	0.4
		4.05		4.25		3.4		3.65

NOTES:

RFP #2023-039: Hazard Mitigation Plan

Proposal Rating Worksheet

Proposer: Barton & Loguidice

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services.	5	1	5	1	5	1	4	0.8
Professional qualifications and prior experience in large-scale hazard mitigation projects.	5	1	5	1	5	1	4	0.8
Cost Proposal.	4	0.8	4	0.8	1	0.2	3	0.6
Proposer's demonstrated capabilities (equipment, financial solvency, location).	5	0.75	5	0.75	5	0.75	4	0.6
Client references.	5	0.75	5	0.75	4	0.6	4	0.6
Staffing – (Evaluation of employee's resumes).	4.5	0.45	4	0.4	5	0.5	4	0.4
		4.75		4.7		4.05		3.8

NOTES:

RFP #2023-039: Hazard Mitigation Plan

Proposal Rating Worksheet

Proposer: BOLDplanning

Weight	Reviewer 1		Reviewer 2		Reviewer 3		Reviewer 4	
	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services.	3	0.6	3	0.6	4	0.8	4	0.8
Professional qualifications and prior experience in large-scale hazard mitigation projects.	4	0.8	4	0.8	5	1	4	0.8
Cost Proposal.	4	0.8	5	1	2	0.4	3	0.6
Proposer's demonstrated capabilities (equipment, financial solvency, location).	4	0.6	3	0.45	2	0.3	4	0.6
Client references.	4	0.6	3	0.45	3	0.45	3	0.45
Staffing – (Evaluation of employee's resumes).	4	0.4	4	0.4	3	0.3	4	0.4
		3.8		3.7		3.25		3.65

NOTES:

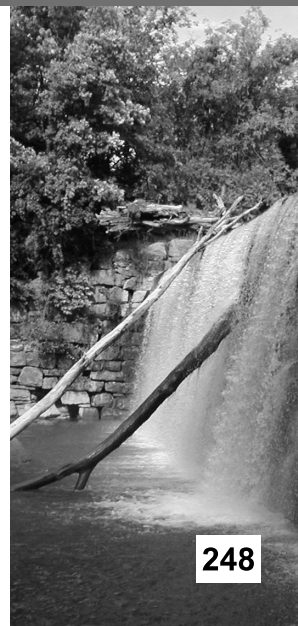


RFP# 2023-039



2023 Albany County Hazard Mitigation Plan

April 28, 2023





April 28, 2023

Pamela O'Neill
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, New York 12207

RE: 2023 Albany County Hazard Mitigation Plan
File: 710.2176

Dear Ms. O'Neill:

Barton & Loguidice, D.P.C. (B&L), along with our teaming partner Prudent Engineering (MBE), is pleased to present our proposal for the 2023 Albany County Hazard Mitigation Plan (HMP). Not only have we assisted many communities across New York State with the creation of and updates to their hazard mitigation plan, but B&L developed the Albany County Hazard Mitigation Plan in 2018. We look forward to the opportunity to assist Albany County and its 18 jurisdictions (19 altogether with the County) with this update planning process and aim for 100% participation in 2023 with the Village of Colonie and Town of Rensselaerville, who did not participate in the prior update. Each region that we work with has unique needs and challenges, further complicated by natural hazard events. We have the experience to recognize that within each region, every individual jurisdiction's history and strategy for mitigation varies because of the differences in vulnerabilities, risk potential, and capabilities. As a result, we work closely with our clients to understand their unique strengths, challenges, and needs for an enhanced response to changing conditions.

We understand the challenges communities may face from natural hazards, and the increased threats of climate impacts. We have worked with other communities that have similar needs to Albany County, throughout the Capital District and the Mohawk and Hudson River Watersheds, and have a proven track record of providing Federal Emergency Management Agency (FEMA) and New York State Division of Homeland Security and Emergency Services (DHSES) approved plans.

As a full-service firm, B&L has in-house capabilities to complete the 2023 Albany County HMP with the following:

- Cross-jurisdictional management of the municipal interviews and public outreach components of the project
- A comprehensive range of mitigation actions and ability to address the risks identified in the risk assessment
- Working knowledge of FEMA's Local Mitigation Planning Policy Guide updates (effective April 19, 2023), which includes changes in development such as vulnerability, the needs of underserved communities, and changes in capabilities
- How to leverage the New York State Climate Smart Communities Certification program and earn points for PE7 Action: Climate-resilient Hazard Mitigation Plan
- Established relationship with the DHSES and the University at Albany Visualization and Informatics Lab (AVAIL) teams on the Mitigate NY platform—should the County want to explore an online platform



Our talented team of multidisciplinary professionals will be led by Project Manager, Jayme Breschard and Officer-in-Charge, Don Fletcher. Jayme is a Certified Floodplain Manager, and has served as Chair of the New York State Floodplain and Stormwater Managers Association (NYSFSMA). She currently participates as a Sector Advisor for Water Resources for the New York State Climate Impacts Assessment. **Before her time at B&L, Jayme worked on the Albany County Climate Resiliency Plan (CRP) together with Prudent Engineering. Jayme was also the Project Manager for the Monroe County Coastal Lakeshore Economy and Resiliency (CLEAR) Plan and helped to develop the project profiles for the participating lakeshore communities with Prudent Engineering that focused on offshore and onshore protection recommendations in addition to emergency evacuation routes and feasibility.** She will bring a unique emphasis on floodplain management and vulnerability assessment as part of the 2023 Albany County HMP.

Should you have any questions or wish to speak with us further, please contact Jayme at jbreschard@bartonandloguidice.com or Don at dfletcher@bartonandloguidice.com.

Thank you for the consideration of our qualifications.

Sincerely,

Barton & Loguidice, D.P.C.

Donald H. Fletcher, P.E.
Senior Vice President

Jayme Breschard, AICP, CFM
Senior Managing Community Planner



Section I:

Title Page and Table of Contents

2023 Albany County Hazard Mitigation Plan

Barton&Loguidice

Albany County RFP# 2023-039

2023 Albany County Hazard Mitigation Plan



Section I Title Page and Table of Contents

Section II Qualifications and Experience

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Section III References

Section IV Plan Implementation

Section V Cost Proposal Section

Section VI Mandatory Documentation



B&L Point of Contact/Project Manager:

Jayne Breschard
Senior Managing Community Planner
Phone 585-325-7190
Fax 585-325-4856
jbreschard@bartonandloguidice.com

Officer-in-Charge Responsible for Binding the Company Contractually:

Donald H. Fletcher, P.E.
Senior Vice President
Phone 518-218-1801
Fax 518-218-1805
dfletcher@bartonandloguidice.com



Section II:

Qualifications and Experience

2023 Albany County Hazard Mitigation Plan

Barton&Loguidice

Company History



**Sustainable
Planning and Design**



Water Resources



Facilities



Transportation



Environmental



Asset Management



Solid Waste



Land Surveying



Barton & Loguidice, D.P.C. (B&L) has been engaged in the practice of professional engineering since 1961. B&L is a highly diversified planning, engineering, environmental science, and landscape architecture firm with a broad range of experience and expertise. Since our founding in Syracuse, New York, the firm has opened offices in Rochester, Buffalo, Albany, Somers, New Paltz, Binghamton, Plattsburgh, Watertown, and Utica, New York; Camp Hill and Pittsburgh, Pennsylvania; Annapolis and Baltimore, Maryland; Mount Laurel, New Jersey; Hartford, Connecticut; and Portland, Maine.

B&L employs a staff of more than 350, about one quarter of which are licensed professional engineers, and includes landscape architects, planners, geologists, green infrastructure specialists, environmental scientists, and construction support personnel.

Throughout our history, B&L has built its business primarily serving public sector clients ranging from the local municipal level (cities, towns, and villages) to county, state, and federal agencies. The firm operates within 8 core practice areas as shown in the graphic on the left.

Subconsultant Prudent Engineering

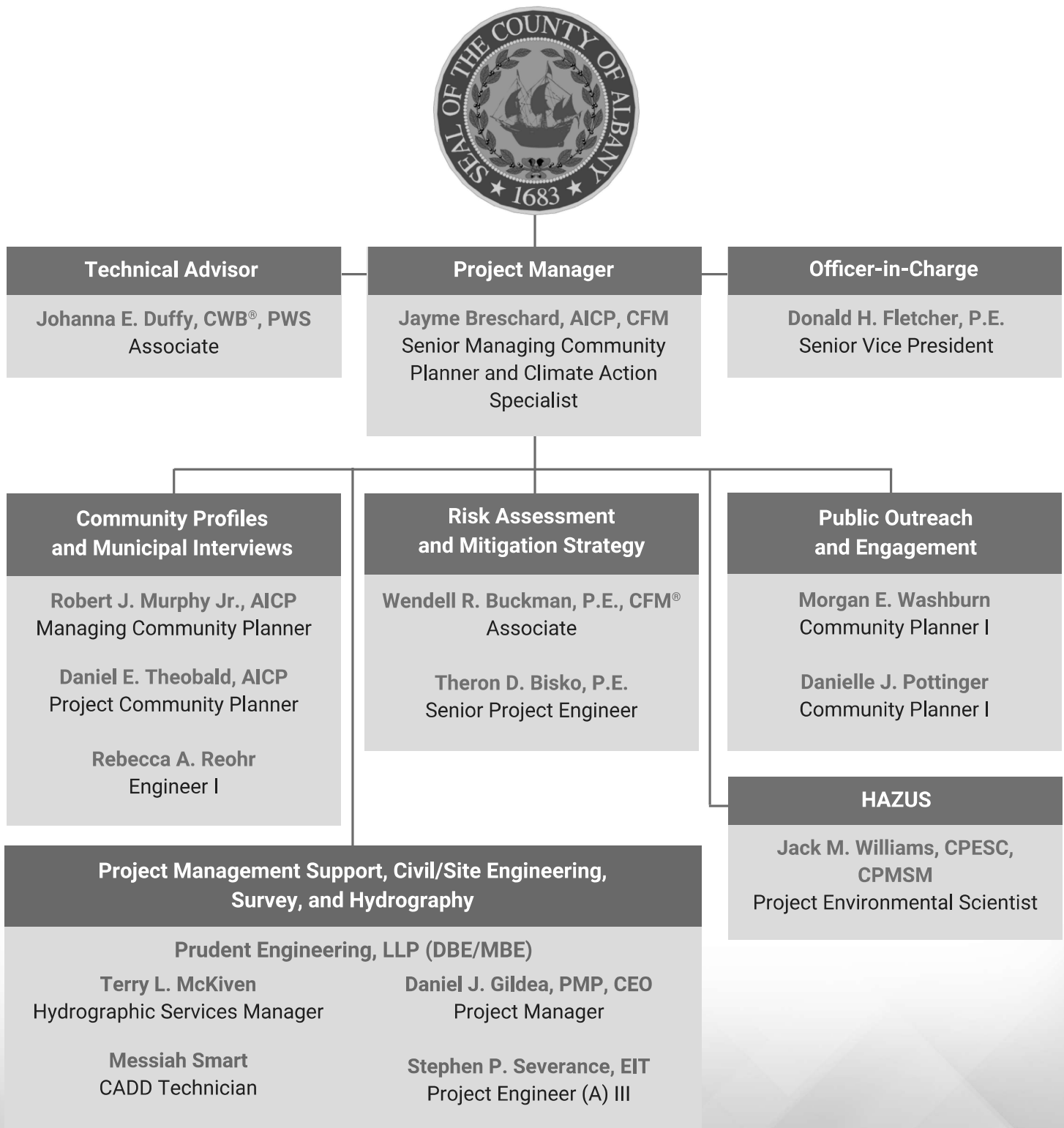
Prudent Engineering, LLP, provides engineering services to state and local governments, authorities and agencies, consultant partners, and private-sector clients across New York State. Their project portfolio features experience in bridge, highway, and structural design, condition and safety inspection, civil and site engineering support, construction inspection and administration, land survey and mapping, and hydrographic services.

With 79 full-time employees, Prudent has a staff of experienced licensed engineers and licensed land surveyors, NICET-certified/equivalent construction inspectors, trained designers, and support staff. Prudent is headquartered in East Syracuse, New York, and maintains staffed offices in Albany, Binghamton, Buffalo, Rochester, and Staten Island, New York.

Key Personnel

Organizational Chart

The multidisciplinary team we have assembled for this project is outlined in the organizational chart below and resumes for key personnel are on the following page.



Jayme Breschard, AICP, CFM

Climate Action Specialist and
Senior Managing Community Planner
jbreschard@bartonandloguidice.com

Years of Experience: 22

Education: B.A., Historic Preservation and Geography, Mary Washington College, 2000; M.A., Historic Preservation Planning, Cornell University, 2005

Professional Registrations: American Institute of Certified Planners (AICP), 2013; Association of State Floodplain Managers (ASFPM), Certified Floodplain Manager (CFM), 2011



Summary

Ms. Breschard is a Senior Managing Community Planner serving in the role as Climate Action Specialist at Barton & Loguidice. She has over 20 years of experience in local government assistance, community planning, and project management. Her specializations include land use, water resources, climate resilience, and general municipal planning. She has coordinated various planning projects with an emphasis on stormwater, floodplain, and watershed management with various stakeholders and is able to unite local perspectives into cohesive regional approaches that address economic, social, and environmental concerns that lead to grant funding opportunities and project implementation.

Ms. Breschard seamlessly manages resources, schedules, and budgets while still providing leadership at the executive level through strategic business planning as well as mentoring and coaching direct reports and junior staff on interdisciplinary teams. Ms. Breschard excels working with local governments on providing technical assistance and training. She is a leader in New York State on local government and land use challenges and opportunities. She approaches engagement strategies with a keen focus towards advancing social equity and climate justice. Ms. Breschard has participated on State and National boards and is frequently requested to present at workshops and conferences across New York State.

Relevant Experience

Multi-Jurisdictional Hazard Mitigation Plan, Chautauqua County, New York

As part of the HMP update process, B&L has included FEMA's new policy guide (effective April 19, 2023), recognizing the important role of adopting and enforcing

building codes and land use ordinances and the effects of climate change and other future conditions such as social vulnerability in the risk assessment. As a certified planner, Ms. Breschard provides a unique emphasis to floodplain management as part of hazard mitigation plan updates by coordinating Mitigation Action Roundtables that can be used to discuss and update mitigation actions across departments while also reviewing plan goals and objectives using online engagement tools. She is also the Project Manager and has led the monthly Planning Committee meetings and facilitated dialogue between NYS DHSES and the County. Other key elements of the HMP update include individual municipal meetings with all 42 towns, villages, and cities in Chautauqua County, with increased focus on updates received from elected officials and municipal staff on hazards of concern, capabilities to address these hazards, and the condition of critical infrastructure, and a review of previous mitigation actions with an emphasis on new hazard mitigation actions that include a comprehensive range of solutions, from local plans and regulations, structure and infrastructure projects and natural systems protection to education and awareness programs.

Funding Mechanisms Study for Chautauqua Lake Protection/Rehabilitation, Chautauqua County, New York

This Phase 1 Study District explores and analyzes a wide variety of legal frameworks, district frameworks, and funding methods to inform the potential development of a Chautauqua Lake Protection and Rehabilitation District. Such a district would supply a sustainable pool of funding dedicated specifically to implementing projects that improve the quality and health of Chautauqua Lake and its watershed, which have historically suffered from harmful algal blooms, excessive aquatic weed growth, and other

Jayme Breschard, AICP, CFM continued

challenges. Based on historical spending and anticipated future projects, a dedicated and sustainable funding stream is needed to continue improvement initiatives within the lake and its watershed. While local cost share and available grant programs continue to play a role, these traditional sources of funding are not consistent and do not provide the total amount of funds necessary. Chautauqua County selected B&L to lead this Phase I Study to determine the appropriateness of a district and recommend a sustainable funding source. Ms. Breschard was the Project Manager, leading an interdisciplinary team of planners and watershed scientists in addition to facilitating dialogue with a Steering Committee and an appointed public agency. She led all public presentations and supervised the research and review of findings, along with a preferred funding mechanism which includes the examination of special New York State legislation such as the establishment of boat user fees.

Climate Action Plan, Town of Brighton, New York

B&L is assisting the Town of Brighton with the development of an updated greenhouse gas inventory (GHGI) and climate action plan (CAP) utilizing a robust community engagement process. The project features a publicly-accessible project website with two online public engagement tools: an Ideas Wall and an interactive map called the Brighton Climate App. Ms. Breschard is the Project Manager, serving as the primary point of contact for the Town, subconsultant team, and other partners. She also provides the technical expertise in identifying climate action strategies and projects.

Climate Emergency Energy Plan, Town of Bloomfield, Connecticut

The Town of Bloomfield is in the process of developing a Climate Emergency Energy Plan that outlines a strategy to meet their zero greenhouse gas emissions goal from Town operations by 2030. Ms. Breschard is the Project Manager and responsible for key milestones, various deadlines, and all project deliverables across a multidisciplinary team. She provides her leadership in climate action planning to the team.

CSC and CEC Action Strategy, Rockland County, New York

B&L is providing sustainability consulting services to Rockland County by developing a CSC and CEC Action Strategy. The Action Strategy is a roadmap that outlines how Rockland County can advance certification in the Climate Smart Communities (CSC) Certification program and NYSERDA's Clean Energy Communities (CEC) program

and be eligible for future grants. Ms. Breschard is the Project Manager and has led key interviews with various County Departments and stakeholders. She provides day-to-day management of the project in addition to the coordination and facilitation at all meetings.

Drinking Water Source Protection Program (DWSP2), Various Municipalities

As a technical assistance provider (TA provider) for the state-run Drinking Water Source Protection Program (DWSP2), B&L is working with nine municipalities across New York State to develop and implement a unique drinking water source protection plan for the source(s) of their drinking water. The goal of the program is to proactively protect drinking water sources, which includes working with a local stakeholder group; using the DWSP2 State Framework; and developing a community specific DWSP2 Plan. Ms. Breschard is the Project Manager, serving as the primary point of contact for the New York State Departments of Environmental Conservation (DEC) and Health (DOH), subconsultant teams, municipalities and stakeholder groups, and various other partners.

Albany County Climate Resiliency Plan, Albany County, New York*

Working with County staff and a project advisory committee, this resiliency plan will refine and prioritize strategies, define actions, and recommend projects necessary to reduce the impacts of climate impacts. The plan will include a matrix of prioritized next steps for county resilience, including potential funding sources and a timeline for implementation, as well as relevant maps, tables, and data. All findings from research and community feedback will be compiled into a final deliverable. Ms. Breschard served as the Resiliency Specialist.

Climate Action Plan, Phase 1: County Facilities, Monroe County, New York*

Development of Phase 1 for the County's CAP seeks to reduce GHG emissions and strengthen resiliency; address mitigation and adaptation; and create goals, actions, and policies that are innovative and achievable for government operations. For Phase 1, Ms. Breschard was responsible for day-to-day management of the project and for leading all community engagement and meeting activities. The team will create a plan for transitioning to Phase 2: Countywide Climate Action Plan and a long-term vision. This plan will advance resiliency planning for the County.

*Experience prior to B&L

Johanna E. Duffy, CWB®, PWS

Associate

jduffy@bartonandloguidice.com

Years of Experience: 18

Education: M.P.S., Wetland and Water Resources, SUNY College of Environmental Science and Forestry, 2009; B.T., Wildlife Management, SUNY College of Agriculture and Technology at Cobleskill, 2003; A.A.S., Fisheries and Wildlife Technology, SUNY College of Agriculture and Technology at Cobleskill, 2002

Professional Registrations: Certified Wildlife Biologist (CWB) Certification, The Wildlife Society; Professional Wetland Scientist (PWS) designation, Society of Wetland Scientists

**Summary**

Ms. Duffy's experience and primary duties are associated with wetland site delineation and permitting, endangered and threatened species assessments and habitat surveys, ecological monitoring, environmental regulations, hazard mitigation, and hazardous waste and environmental site assessments. These services are performed for a wide spectrum of project types, ranging from bridge replacements to recreational trail planning efforts to solid waste facility expansion projects. Ms. Duffy has also performed numerous SEQRA reviews for a variety of projects, including some that required the completion of an Environmental Impact Statement (EIS). Additionally, she is experienced in NEPA processing, the Section 404 and Section 10 federal permit programs, and New York State's Environmental Conservation Law (ECL) regulations and permit requirements. Ms. Duffy has acted as the primary author for several county-wide hazard mitigation plans. She also is proficient in geographic information system (GIS) and global positioning system (GPS) technologies.

Ms. Duffy has the following experience:

- Hazard mitigation planning, organizing, grant funding applications
- State, federal, and local permitting assistance, reviews, and compliance
- Completion of routine and comprehensive wetland delineations and assessments
- Wetland and upland vegetative cover-type mapping and vegetative sampling
- Wetland function and value assessments
- Wetland preservation, enhancement, restoration, and creation
- Plant species identification ranging from upland forested species to obligate wetland herbaceous species

- Invasive species surveys and management planning
- Water quality sampling and monitoring
- State and federal endangered and threatened species surveys
- Ecological assessment and restoration
- Wildlife habitat projects and species management plans

Relevant Experience**Albany County Hazard Mitigation Plan Update, Albany County, New York**

B&L worked closely with Albany County to prepare an Update to their existing 2007 Hazard Mitigation Plan. The County's 17 participating partners (towns, cities, and villages) assisted in the development of this document; the B&L team met with each jurisdiction to collect up-to-date information and data. A variety of mitigation actions and natural hazard profiles were included in this plan update, given the inclusion of both very populated cities and very rural and agriculturally-focused towns within the County. A special interest section on crude oil transport by rail was also included to address concerns from multiple communities within the County. FEMA approval of the Albany County HMP Update has been received.

Multi-Jurisdictional Hazard Mitigation Plan, Oswego County, New York

Ms. Duffy was primary author of the NYSDHSES/FEMA-approved Oswego County Multi-Jurisdictional Hazard Mitigation Plan, adopted in 2012. B&L worked with a diverse group of professionals and organizations including, but not limited to, the State University at Oswego, the Oswego County Planning Department, the Oswego County Sheriff's Department, local Soil and Water District representatives, and the State Office of Emergency Management. In 2017, B&L also worked with Oswego County and local jurisdictions on their first 5-year HMP

Johanna E. Duffy, CWB®, PWS continued

Update process. A target of this process was to update the mitigation actions previously included, specifically, to integrate strategies that focused on the Lake Ontario flooding issues that the shoreline communities had been experiencing. The HMP Update successfully navigated NYSDHSES review and received FEMA approval earlier this year (2020).

Multi-Jurisdictional Hazard Mitigation Plan, St. Lawrence County, New York

Ms. Duffy was principal author for a NYSDHSES-approved Multi-Jurisdictional Hazard Mitigation Plan for St. Lawrence County, which involves, in addition to the County, a total of 46 participating municipalities including 32 towns, 13 villages, and one city. As the primary author of the plan, B&L coordinated the development of the countywide Plan with all participating jurisdictions; managed the public outreach component of the project; assessed a wide range of potential natural hazards; and developed prioritized mitigation measures to address the most critical identified hazards. The plan provides the jurisdictions of St. Lawrence County a path toward a future in which the risks associated with natural, technological and human-caused hazards can be collectively reduced. It is designed to be easily updated and implementable. FEMA approval has been received.

Multi-Jurisdictional Hazard Mitigation Plan Update, Orange County, New York

B&L developed an updated Multi-Jurisdictional All-Hazard Mitigation Plan for Orange County, which involves, in addition to the County, a total of 39 participating cities, towns, and villages. As part of the update, B&L developed mitigation strategies that include priority engineered projects that will mitigate flood hazards throughout the County, as well as informing the public of steps that can be taken to minimize future risks of severe outcomes as a result of natural and weather-related hazards. This Plan Update also looked to incorporate the recent changes to state requirements, which included providing an individual Jurisdictional Annex for each municipality within the County.

All-Hazard Multi-Jurisdiction Mitigation Plan Update, Sullivan County, New York

Ms. Duffy was primary author of the NYSDHSES/FEMA-approved Multi-Jurisdictional Hazard Mitigation Plan update for Sullivan County, which involves, in addition to the County, a total of 21 participating municipalities; 15 towns and 6 villages. As part of the update, B&L developed

mitigation strategies that include priority engineered projects that will mitigate flood hazards throughout the County. The Plan also includes strategies to inform the public of steps to minimize future risks of severe outcomes as a result of natural and weather-related hazards. The plan has been approved by FEMA.

Hazard Mitigation Plan Update, Tompkins County, New York

Ms. Duffy was principal author of the NYSDHSES/FEMA-approved updated Multi-Jurisdictional Hazard Mitigation Plan Update for Tompkins County, which involves an update to the 2006 plan that was completed for seven towns and the County. The plan update includes hazard assessments and information for all nine towns, six villages, one city, and the County. B&L assessed 22 natural, technological, or human-caused hazards during this process, including nine new hazards that were not profiled as part of the 2006 effort. B&L also integrated potential impacts from climate change and anticipated widespread shale gas drilling into the plan update and hazard profiles.

Steuben County Hazard Mitigation Plan Update, Steuben County, New York

B&L coordinated the development of a multi-jurisdictional hazard mitigation plan for Steuben County. The project included public outreach, assessment of a wide range of potential natural hazards, and assistance in developing prioritized mitigation measures. Ms. Duffy served as an environmental engineer on the project team.

FEMA Assistance, Village of Ellenville, Ulster County, New York

The Village of Ellenville has experienced multiple events of severe flooding, some of which have resulted in FEMA-designated flood disaster declarations. Such declarations have allowed the Village the opportunity to seek reimbursement assistance through FEMA to make repairs and reconstruct damaged infrastructure. Three of the sites affected within the Village are Roslyn Street sanitary sewer pump station, the Village Wastewater Treatment Plant, and Wintish Road. The high flood waters eroded sections of the Sandburg Creek bank at the WWTP and at the pump station, which required stabilization to prevent further erosion. The elevated water levels flooded low-lying areas of the WWTP, damaging outdoor electrical panels, motors and controls, and the rotating biological contactors (RBCs). B&L assisted the Village with necessary project coordination, initial FEMA paper work, project status, and reimbursement procedures with the FEMA and NYSDHSES.

Donald H. Fletcher

Senior Vice President

dfletcher@bartonandloguidice.com



Years of Experience: 32

Education: B.S., Civil and Environmental Engineering, Clarkson University, 1992

Professional Registrations: Professional Engineer - New York; NYSDOT 40 Hour Bridge Inspection Training Course

Summary

Mr. Fletcher has extensive experience as a municipal engineer and has progressed hundreds of projects from planning through construction. His experience includes preparation of feasibility studies, maps, plans and reports for formation of utility districts, facilities plans for water and wastewater systems, grant and funding applications, regulatory agency applications, environmental review documents, permit applications, right-of-way and easement services and contract design drawings and specifications. Further, contract administration and construction observation services were provided on most of these projects.

Relevant Experience

Multi-Jurisdictional Hazard Mitigation Plan, Albany County, New York

B&L coordinated the development of an updated Hazard Mitigation Plan for Albany County. B&L is managing the public outreach component of the project; assessing a wide range of potential natural hazards; and developing prioritized mitigation measures that address the most critical identified hazards. The Plan provides the County and its 18 municipalities with a future in which the risks associated with natural, technological and human-caused hazards can be collectively reduced. It is designed to be easily updated and implementable. Mr. Fletcher was officer-in-charge.

Multi-Jurisdictional Hazard Mitigation Plan Update, Orange County, New York

B&L developed an updated Multi-Jurisdictional All-Hazard Mitigation Plan for Orange County, which involves, in addition to the County, a total of 39 participating cities, towns, and villages. As part of the update, B&L developed mitigation strategies that include priority engineered projects that will mitigate flood hazards throughout the

County, as well as informing the public of steps that can be taken to minimize future risks of severe outcomes as a result of natural and weather-related hazards.

West Trunk Sewer Collapse, City of Newburgh, New York

Mr. Fletcher was Officer-in-Charge for an emergency project for the City of Newburgh that resulted from a major trunk sewer structural failure at the Mill Street Bridge along a portion of the West Trunk Sewer. B&L was retained by the City to provide technical knowledge for an emergency sewer repair and evaluation of an aging 54-inch brick sewer. As a result of the evaluation, B&L has designed, permitted, and oversaw construction for the rehabilitation of approximately 2,550 linear feet of 54-inch brick sewer with CIPP methods, as well as 1,600 linear feet of 60-inch brick overflow and 1,200 linear foot of a 5-foot by 6-foot box culvert with a cementitious lining system. The final stage of this project involves the design, permitting, and construction management for relocation of the Quassaick Creek to prevent future infiltration and potential damage to the sewer.

Ellenville-Wawarsing Stream Banks (GOSR), Ellenville, New York

The Village of Ellenville and Town of Wawarsing were severely impacted by Hurricane Irene and Tropical Storm Lee in the late summer of 2011. The storms damaged community assets and caused the degradation of stream banks. The B&L Team developed a final local flood hazard mitigation plan (LFHMP) with all the required elements of community participation, hydraulic analysis, and conceptual design development. The primary outcome of the study is to provide a focused basis for community implementation of the LFHMP. The approval of the plan has led to design services for improvements to many of the stream corridors identified in the LFHMP. Mr. Fletcher was Officer-in-Charge.

Robert J. Murphy Jr., AICP

Managing Community Planner

rmurphy@bartonandloguidice.com

Years of Experience: 10

Education: M.A., Urban and Regional Planning, University of Florida, 2011 B.S., Management, Rensselaer Polytechnic Institute, 2009

Professional Registrations: American Institute of Certified Planners (AICP)

Synergistic Activities: AMPED Steering Committee Member



Summary

Mr. Murphy is a community planner and lead grant writer with B&L. This has led to his understanding of the importance both roles play in bringing implementable plans into reality. Mr. Murphy has experience in managing large and small planning projects across New York State, ranging from county-wide hazard mitigation plans to main street master plans. He brings a focus on communication that allows project processes and recommendations to be tailored to the specific needs of local clients

Relevant Experience

Multi-Jurisdictional Hazard Mitigation Plan, Albany County, New York

B&L coordinated the development of an updated Hazard Mitigation Plan for Albany County. B&L managed the public outreach component of the project; assessing a wide range of potential natural hazards; and developing prioritized mitigation measures that address the most critical identified hazards. The Plan provides the County and its 18 municipalities with a future in which the risks associated with natural, technological and human-caused hazards can be collectively reduced. It is designed to be easily updated and implementable. Mr. Murphy assisted with public participation, planning, authoring of the plan narratives and construction of its formatting.

Multi-Jurisdictional Hazard Mitigation Plan Update, Orange County, New York

Mr. Murphy was primary author of the updated Multi-Jurisdictional Hazard Mitigation Plan for Orange County, which involves a total of 39 participating cities, towns, and villages. As part of the update, B&L developed mitigation strategies that include priority engineered projects that will mitigate flood hazards throughout the County, as well as informing the public of steps that can be taken to minimize

future risks of severe outcomes as a result of natural and weather-related hazards.

Grant Funding Strategy and Implementation, Sustainable Aquafarm Enterprises (SAFE), Inc., New York

SAFE, Inc. is a private sector firm which established greenhouse and fish hatchery operations at a former rose greenhouse facility in Berlin, New York. SAFE utilizes a campus approach to generate thermal and electrical energy, farm caviar and fish products, and grow produce year-round. Mr. Murphy led B&L's efforts to establish a strategy document geared to obtain grants and affordable financing for the firm during its site development phase. Funding was solicited from Empire State Development, USDA-Rural Development, Rensselaer County IDA, and NYSERDA with over \$3 million in grant funding obtained.

Grant Program, City of Mechanicville, New York

Mr. Murphy assembled and composed a number of grant applications on behalf of the City of Mechanicville including Local Government Records Management Improvement Fund for a records inventory project, Local Government Efficiency Grant program for a water meter replacement project, USDA Rural Business Enterprise Grant Program, and the NYSDOT Strategic Transportation Enhancement Program and NYSDOT Transportation Enhancement Program for pedestrian safety improvements along North Central Avenue. He also investigated and analyzed other grants for probable success include the NYS Department of Homeland Security and Emergency Services Hazard Mitigation Grant Program, Capital District Transportation Committee Transportation and Communities Linkage Study Program, NYSDEC Urban and Community Forestry Program and several program planning grants for the historic train station. B&L has helped the City secure over \$20 million in grant funding since 2008.

Daniel E. Theobald, AICP

Project Community Planner

dtheobald@bartonandloguidice.com



Years of Experience: 4

Education: M.A., Urban and Regional Planning, University at Buffalo, 2018; B.A., History, Le Moyne College, 2011

Professional Registrations: American Institute of Certified Planners (AICP), 2022

Summary

Mr. Theobald is experienced in municipal planning and community development. He has assisted in the preparation and completion of comprehensive plans, master plans, and brownfield opportunity assessments. His knowledge of grant opportunities for different planning and engineering related projects have provided funding for various communities throughout New York. Mr. Theobald's data collection and analysis skills paired with a proficiency in ArcGIS and Adobe Suite has assisted him in generating various site analysis maps, presentations, and reports.

Relevant Experience

Local Waterfront Revitalization Plan, Village of Hoosick Falls, New York

The Village of Hoosick Falls, on the Hoosic River, developed a Local Waterfront Revitalization Plan to guide appropriate future development based on the community's vision. The plan focuses on four key areas: enhancing physical and visual public waterfront access opportunities; revitalizing downtown areas; protecting community character; and improving the ability of the community to take advantage of river-related tourism. Mr. Theobald assisted in grant administration, developed the Local Waterfront Revitalization Plan, and generated maps.

Comprehensive Plan and Zoning Update, City of Port Jervis, New York

B&L provided planning and design services to assist the City with their Comprehensive Plan and Zoning Update. Services included project coordination and committee meetings; community participation; training for local boards and staff; analysis of existing codes, plans, and physical inventory; vision, goals, and recommendations; draft and final comprehension plan update and revised

land use code; and SEQRA compliance and plan adoption. Mr. Theobald assisted in creating the comprehensive plan, revising the zoning code, and updating the zoning districts.

Comprehensive Plan Update, Town of Colonie, New York
B&L was selected to work with the Comprehensive Plan Advisory Committee to update of its 2005 Comprehensive Plan. B&L worked with the committee to make current the information about the Town, and to engage the community. Mr. Theobald was involved in a series of public workshops held around the Town to identify the Town's strengths and the issues of concern that should be addressed. Mr. Theobald assisted in completing the comprehensive plan and updating the Town's maps.

Local Waterfront Revitalization Plan, Villages of Kinderhook and Valatie, New York

Mr. Theobald assisted with a successful grant application for a joint LWRP in the Villages of Kinderhook and Valatie. The LWRP focused on the Kinderhook Creek, a historical waterway which links the two municipalities and has great potential for waterfront recreation opportunity. Mr. Theobald had previously worked with the Villages in developing a Recreational Resource Inventory that spotlighted the Creek as an asset and assisted in the success of the LWRP grant application.

LWRP Update and Comprehensive Plan, Village of Ilion, New York

The Village was awarded funding through the DOS LWRP program in order to update their LWRP and Comprehensive Plan. Mr. Theobald assisted the Village in writing the grant application which centered on enhancing riverfront access, expanding housing options, and downtown revitalization.

Rebecca A. Reohr

Engineer I

rreohr@bartonandloguidice.com

Years of Experience: 1

Education: M.S., Environmental and Water Resources Engineering, University at Buffalo, 2021; B.S., Major in Physics, Minor in Environmental Planning, SUNY College at Oneonta, 2019

Professional Registrations: NYSDEC 4-Hour Erosion and Sediment Control Training



Summary

Ms. Reohr is an engineer on the sustainable planning and design team. Her graduate school academic studies had a strong focus in the areas of air and water pollution, green infrastructure techniques, stormwater management, impacts of climate change on our environment, renewable energy sources, and groundwater contaminant transport. Throughout her academic career she worked on a variety of projects such as using ArcGIS to determine sites that would potentially be ideal for solar farms in three different counties in upstate New York, performing extensive research on drawbacks and benefits of Long Island's future offshore wind farm, and using R to analyze the impact of sea level rise in California, Florida, and New York. While studying at the University at Buffalo, Ms. Reohr served as a member of the carbon offset committee at the University at Buffalo for UB's Climate Action Plan.

Relevant Professional Skills:

- ArcGIS
- AutoCAD
- Stormwater Management Model (SWMM)

Relevant Experience

Hazard Mitigation Plan, Chautauqua County, New York

B&L assisted Chautauqua County with updating their Hazard Mitigation Plan as it was outdated. Ms. Reohr interviewed several of the municipalities in Chautauqua County to become familiar with their local risks and vulnerabilities associated with natural hazards. Mitigation action worksheets were completed for each of the 46 municipalities in Chautauqua County which outline actions they can take to mitigate natural hazards in their area such as severe winter storms, flooding, severe thunderstorms, drought, etc.

FEMA's Hazard Mitigation Grant Program (HMGP), DPW Facility, Peekskill, New York

B&L assisted the City of Peekskill with a FEMA grant application for a new DPW highway garage as the current DPW garage is located in an area that frequently floods, causing damage to equipment and is not reliable or accessible in extreme weather events. Ms. Reohr wrote the grant application.

CSC and CEC Action Strategy, Rockland County, New York

B&L developed a Climate Smart Communities (CSC) and Clean Energy Communities (CEC) Action Strategy for Rockland County to progress them toward their goal of achieving CSC bronze certification and becomes a designated CEC. Ms. Reohr participated in various meetings with departments from Rockland County to gain information regarding actions they have completed to date that could earn them points for either the CSC or CEC programs. Ms. Reohr played a significant role in writing the final report for the County which outlined goals and recommendations for how they can achieve designation and certification for those programs.

Drinking Water Source Protection Program (DWSP2) – Various Municipalities

B&L is a technical assistance provider for the NYS Drinking Water Source Protection Program, which is a program to assist municipalities with protecting their drinking water sources. B&L worked with nine municipalities throughout NYS to help them develop and implement their own unique drinking water source protection plan for their source(s) of drinking water. Ms. Reohr assisted with writing the technical reports and provided general support for the DWSP2 plans.

Wendell R. Buckman, P.E., CFM®

Associate

wbuckman@bartonandloguidice.com

**Years of Experience: 22**

Education: B.S., Civil Engineering, Clemson University, South Carolina, 2001; A.S., Engineering Science, Alfred State College, New York, 1999

Professional Registrations: Professional Engineer - New York, 2006; ASFPM Certified Floodplain Manager

Summary

Mr. Buckman's experience is in the fields of geotechnical engineering and hydraulic analysis. Mr. Buckman is active in our dam services group where he has completed hydrologic and hydraulic analysis of the spillways and corresponding impoundments. He has created dam discharge curves for various spillways utilizing reservoir routing techniques. His experience includes the delineation of watersheds in excess of 180,000 acres. Mr. Buckman has used the rational method, regional regression equations, Log Pearson Type III, and approximate methods for hydrologic analysis. He has used HEC-RAS to model dam break scenarios in accordance with NYSDEC guidance and develop corresponding inundation maps.

Relevant Experience**Local Flood Hazard Analysis, City of Ithaca, New York**

Mr. Buckman was the lead hydraulic engineer for the City of Ithaca's Local Flood Hazard Analysis. He performed the hydraulic modeling aimed at identifying public a property risk and associated mitigation efforts to reduce the flood risk. He assisted with development of hydrologic models for the four watersheds that simulate peak flows utilized by the USGS. He identified existing infrastructure elements of the community at risk for flood damage, evaluated alternatives aimed at reducing flood impacts, prioritized actions by evaluating the effectiveness of each in terms of cost/benefits. Mr. Buckman also presented the findings during community outreach and public presentations for the project.

Binghamton Flood Control Project, City of Binghamton, New York

The Binghamton Flood Control Project was initiated by the City in response to the U.S. Army Corps of Engineers' (ACOE) Inspection Report in relation to the City's flood levee. B&L reviewed the closed-circuit television (CCTV) footage to identify deficiencies and recommend repairs or

further investigation and developed the preliminary design report for the recommended rehabilitation. Development of final design and contract document is currently underway. Mr. Buckman was the geotechnical/structural lead engineer on the project.

Quackenderry Dam, City of Rensselaer, Albany County, New York

B&L was retained to develop an engineering assessment for the City of Rensselaer. The engineering assessment evaluates the stability, spillway capacity, and hazard classification of the structure in accordance with NYSDEC requirements. A safety inspection was completed as part of the assessment. Mr. Buckman was project manager.

Dam Hazard Classification Study, Village of Altamont, New York

The project involves evaluating the hazard classification of their two emergency water supply dams to see if they can be reclassified as low hazard structures, Class A. Mr. Buckman assisted with a complete hydrologic and hydraulic analysis including a dam breach model to accurately determine the limits of impact on properties downstream.

Beaver Brook Dam Emergency Action Plan and Engineering Assessment, Town of Manheim, New York

B&L was retained to develop an Emergency Action Plan (EAP) and Engineering Assessment for the Town of Manheim. The EAP contains procedures for the notification of an emergency; inundation maps; procedures for implementing all aspects of the EAP; procedures for updating the EAP; and other provisions as deemed necessary by NYSDEC. The engineering assessment (EA) evaluates the stability, spillway capacity, and hazard classification of the structure in accordance with NYSDEC requirements. Mr. Buckman was project manager.

Theron D. Bisko, P.E.

Senior Project Engineer

tbisko@bartonandloguidice.com

Years of Experience: 9**Education:** B.S., Environmental Engineering, Gannon University, Erie, Pennsylvania, 2013**Professional Registrations:** Professional Engineer - Pennsylvania License # PE089621, New York License # 103200, Maryland License # 60554**Summary**

Mr. Bisko leads field data collection activities, completes required design calculations, prepares engineering design reports, produces technical documents to support permit applications, evaluates water sources for industrial clients, develops construction drawings and specifications, and provides construction management services for a variety of water resource restoration, stormwater management, energy, transportation, and site development projects. Mr. Bisko's professional experience has focused on the technical aspects of hydrologic and hydraulic analyses, environmentally integrated stormwater management designs, water resource assessments and environmental permits.

Relevant Experience**Ilion Reservoir #3 Rehabilitation Design and Emergency Action Plan Update, Village of Ilion, Herkimer County, New York**

The Village of Ilion selected B&L to prepare a rehabilitation design for this deficient high-hazard dam located along a tributary to Steele Creek. As part of the project, B&L was tasked with preparing a detailed hydrologic and hydraulic analysis for the dam, including the development of a dam breach model for risk analysis that follows NYSDEC guidance. Mr. Bisko prepared the hydrologic analysis to assess the Probable Maximum Flood (PMF) for the reservoir, and used the hydrologic results to model a catastrophic dam breach event along Clapsaddle Creek using a 2-dimensional HEC-RAS model and Steele Creek using a version of FEMA's flood model converted to accept unsteady flow conditions. Mr. Bisko utilized the results of the hydraulic modeling effort to develop detailed dam breach inundation maps and update the Village's Emergency Action Plan for Reservoirs #1, #2 and #3.

Greenwood Lake Dam Engineering Services, Dual Valley Recreation Association, Hometown, Pennsylvania

Mr. Bisko provided services that included field inspections and mapping surveys, emergency action plan (EAP) updates, hydraulic analyses, and the preparation of conceptual plan drawings to bring the dam into compliance with state regulations. Hydraulic analyses included the evaluation of spillway design alternatives utilizing HEC-RAS and other modeling software. He prepared engineer's cost estimates for various alternatives, including a secondary spillway, armored dam crest overflow and labyrinth weir. Mr. Bisko identified and investigated an error in the PADEP provided HEC-1 analysis during a recent update to the dam's EAP, rectified this error and updated the model. The final inundation zone was more accurate and identified 5 additional homes that would be impacted by a catastrophic dam failure event.

BMP Design Services, Tompkins County Soil and Water Conservation District, Ithaca, New York

Since 2020, Mr. Bisko has worked closely with the TCSWCD to provide on-call engineering support services for projects focused on hydrologic and hydraulic analysis, flood mitigation, and stream restoration/stabilization design. Mr. Bisko's efforts having included detailed hydraulic analyses using 1-dimensional and 2-dimensional HEC-RAS models for sites throughout Tompkins County. Mr. Bisko has also provided engineer design services for: a streambank stabilization project along Salmon Creek in the Town of Lansing; a fluvial geomorphic assessment and concept design for sections of eroding streambank along Sixmile Creek in the Town of Caroline; geomorphic data collection for the restoration of nearly 2,500 linear feet of the West Branch Cayuga Inlet; and project scoping services to assist with the prioritization of projects for funding opportunities.

Morgan E. Washburn

Community Planner I

mwashburn@bartonandloguidice.com



Years of Experience: 1

Education: B.A., Urban Studies and Planning - Geography, State University of New York at Albany, New York, 2019

Summary

Ms. Washburn is a community planner with B&L's Sustainable Planning and Design Practice Area. She has experience in assisting large and small planning projects across New York State. Ms. Washburn has assisted in the preparation and completion of grant applications and has assisted in drafting sections of zoning code updates, comprehensive plans, and more. Throughout her academic career, she has worked on a variety of projects including:

- Using GIS to determine sites most appropriate for urban development in a range of different countries,
- And conducted research on architecture in urbanized European countries.

Her undergraduate academic studies have a strong focus in the areas of sustainability, green infrastructure, and climate change.

Relevant Experience

Consolidated Funding Application, City of Mechanicville, New York

Ms. Washburn supported the City of Mechanicville's application for funding by writing grant narratives and assisting with the Smart Growth grant application questionnaire for the project.

Consolidated Funding Application, Route 50 Corridor, Town of Glenville, New York

Ms. Washburn supported the Town of Glenville's application for funding by writing grant narratives, conducting research, and assisting with the Empire State Development (ESD) Strategic Planning and Feasibility Studies grant application questionnaire for the project.

Saratoga County Trails Grant, Town of Halfmoon, New York

Ms. Washburn supported the Town of Halfmoon's application for funding by writing grant narratives, preparing GIS maps, and assisting with the Saratoga County Trails Grant application questionnaire for the project.

Comprehensive Plan Update, Village of Frankfort, New York

The Village of Frankfort enlisted the services of B&L to prepare a Comprehensive Plan. Ms. Washburn assisted in drafting sections of the community profile, conducting research, and preparing documents and PowerPoint presentations for committee meetings and public outreach events.

LWRP and Comprehensive Plan, Village of Ilion, New York

The Village of Ilion is updating their Local Waterfront Revitalization Program (LWRP) and Comprehensive Plan, and has enlisted the services of B&L. Ms. Washburn has assisted with preparing documents and PowerPoint presentations for committee meetings and public outreach events, as well as drafting and finalizing meeting summaries.

Comprehensive Plan and Land Use Code Update, Town of Queensbury, New York

B&L was retained by the Town of Queensbury to update their 2007 Comprehensive Plan and 2009 Land Use Code. Ms. Washburn has assisted in research for drafting sections of the community profile, along with a number of maps using GIS to display categories such as land use, vacant parcels, zoning, and more.

Danielle J. Pottinger

Community Planner I

dpottinger@bartonandloguidice.com



Years of Experience: 1

Education: Bachelor's, Urban Planning and Linguistics, SUNY Binghamton, 2022

Summary

Ms. Pottinger is a community planner and a member of B&L's Sustainable Planning and Design Practice Area. She has experience in community planning data collection and data, strengths, weaknesses, and gaps analyses. Her responsibilities at B&L include geographic information systems (GIS) mapping, local waterfront revitalization planning (LWRP), and grant writing.

Relevant Skills

- ArcGIS Pro
- ArcGIS Online
- Creo CAD
- AutoCAD

Relevant Experience

Chautauqua County Hazard Mitigation Plan Update, Chautauqua County, New York

Chautauqua County enlisted the services of B&L to update its County wide hazard mitigation plan. Interviews were conducted with each of the municipalities within the County to obtain data on infrastructure and development changes and storm events that may have taken place since the 2016 hazard mitigation plan was created. From these interview sheets, Ms. Pottinger created annexes for various Towns and Villages within the County.

Hastings Local Waterfront Revitalization Program, Town of Hastings, New York

The Town of Hastings would like to establish a waterfront area that will receive focused development and protection of its water dependent uses. B&L is preparing the LWRP application proposal for the Town. Ms. Pottinger worked on the community profile for Hastings.

FAST NY Grant, Clinton County, New York

Clinton County sought grant funding from FAST NY to carry out a revitalization project with its former County Airport in Plattsburgh. The project aims to construct office and residential buildings on the unused land. B&L is completing the grant for the County. Ms. Pottinger performed research for the market analysis needed to administer the grant.

Community Impact Intern, United Way of the Greater Capital Region, Albany, New York*

Ms. Pottinger captured qualitative information during midpoint discussions; supported data cleaning, review, analysis, and synthesis from midpoint discussions; assisted the community impact team as they worked with grantees to ensure the collection of relevant and appropriate data needed for UWGCR's reporting purposes; and assisted UWGCR in analyzing strengths, weaknesses, and gaps in existing initiatives. She also coordinated with the resource development division to support research for grant writing and fundraising campaigns, used ArcGIS to display grant and summer meals-related information, and created a standard operating procedure for using ArcGIS Insights for the team.

***Experience prior to B&L**

Terry L. McKiven

Hydrographic Services Manager



Years of Experience: 19

Education: Computer Aided Technology, Onondaga-Cortland-Madison BOCES; A.A.S, Survey Technology, Mohawk Valley Community College, 2011

Specialized Training: U.S. Coast Guard Master Captain, OSHA 10-Hr. Safety Training, HazWoper, HYPACK, CPR/First Aid Certified

Summary

Mr. McKiven, a U.S. Army veteran, has over 19 years of experience in the land and hydrographic surveying and mapping profession. As Prudent's full-time hydrographic party chief, Mr. McKiven is responsible for coordinating the hydrography operations. He is a U.S. Coast Guard-certified Master Captain with expertise in a range of hydrographic operations, such as single- and multi-beam bathymetric surveys; sub-bottom surveying and profiling; side-scan surveys; bottom classification mapping; and endangered species studies.

Relevant Experience

NYC Economic Development Corporation On-Call Maritime Engineering Consultant Services, Hammond's Cove 2022 Dredging, The Bronx, New York City, New York

Mr. McKiven was Hydrographic Party Chief supporting a dredging project for the removal of a total of 7,500 cubic yards of dredged material from the area in the vicinity of Hammond's Cove, Bronx, New York. Tasks included one conditional survey to establish existing ground depths to create an estimated total of dredging quantity needed; a pre-dredge survey before the commencement of dredging to establish existing ground depths at that time, to be filed with the US Army Corps of Engineers (USACE) pre-dredge submittal package; and two post-dredge surveys to establish actual ground depths and payable quantities. The surveys were combined into the final post-dredge survey to verify actual conditions and act as the "As-Built" condition. The surveys were conducted using R2Sonic 2024 multi-beam sonar tied to an Applanix Wavemaster motion and position system for data collection, from a 31-foot Catamaran boat and a 6-foot remote control boat. Data was processed in ArcGIS and HYPACK in compliance with USACE and NYSDEC requirements. Deliverables included surveys, the post-dredge survey drawings to act as the "as-built" condition, and assistance with field plans and specifications for the dredging operation provided as hard copy and electronic files.

NYS Office of General Services, REDI – Regional Dredging Initiative, Cayuga, Jefferson, Monroe, and Oswego Counties, New York

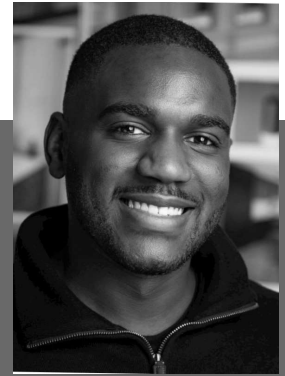
Mr. McKiven was Hydrographic Party Chief for the design / conditional surveys, pre-dredging surveys, and post-dredging surveys for various project locations along the Lake Ontario Shoreline under the Lake Ontario Resiliency and Economic Development Initiative (REDI). Completed 14 design/conditional and pre- and post- dredging surveys. Based on the characteristics of each location, responsible for determining the appropriate vessel and equipment. Thus far surveys have involved Prudent's entire array of their vessels and equipment from the remote control multi-beam Z- boat with an R2 Sonic 2020 multi-beam sonar and a Pos-MV Wavemaster motion sensor to their 31-foot Elco catamaran equipped with R2 sonic 2024 multi-beam sonar. Collected data is processed using HYPACK and PosPAC. Mapping deliverables are generated using AutoCAD, MicroStation, and ARCGIS.

NYS Office of General Services On-Call Environmental Engineering Services, REDI Dredging Projects, Port Bay, Blind Sodus Bay, North Sandy Pond, Olcott Harbor, and Golden Hill, Cayuga, Niagara, Oswego, and Wayne Counties, New York

Mr. McKiven was Hydrographic Party Chief for the design/ conditional surveys, pre-dredging surveys, and post-dredging surveys for five project locations along the Lake Ontario Shoreline. Based on the characteristics of each location, responsible for determining the appropriate vessel and equipment. Surveys involved Prudent's entire array of their vessels and equipment from the remote control multi-beam Z- boat with an R2 Sonic 2020 multi-beam sonar and a Pos-MV Wavemaster motion sensor to their 31-foot Elco catamaran equipped with R2 sonic 2024 multi-beam sonar. Collected data is processed using HYPACK and PosPAC. Mapping deliverables are generated using AutoCAD, MicroStation, and ARCGIS.

Messiah Smart

CADD Technician



Years of Experience: 9

Education: B.S., Computer Science/ Manchester Metropolitan University, Manchester, United Kingdom, 2018; B.T., Architectural Design/ State University of New York at Delhi, 2018

Specialized Training: AutoCAD, HYPAC, POSpac, MicroStation, LiDAR, ArcGIS, Leica Cyclone

Summary

Mr. Smart is graduate of the State University of New York at Delhi with a Bachelor of Technology in Architectural Design and from Manchester Metropolitan University with a Bachelor of Science in Computer Science. He is well versed with a range of drafting and hydrographic software including AutoCAD, HYPAC, PosPAC and Microstation. He has created architectural drawings and documents for projects including renovations, construction and historic preservation.

Relevant Experience

NYC Economic Development Corporation On-Call Maritime Engineering Consultant Services, Hammond's Cove 2022 Dredging, The Bronx, New York City, New York

Mr. Smart was CADD Technician processing data for this dredging project for the removal of a total of 7,500 cubic yards of dredged material from the area in the vicinity of Hammond's Cove, Bronx, New York. Tasks included one conditional survey to establish existing ground depths to create an estimated total of dredging quantity needed; a pre-dredge survey before the commencement of dredging to establish existing ground depths at that time, to be filed with the US Army Corps of Engineers (USACE) pre-dredge submittal package; and two post-dredge surveys to establish actual ground depths and payable quantities. The surveys were combined into the final post-dredge survey to verify actual conditions and act as the "As-Built" condition. The surveys were conducted using R2Sonic 2024 multi-beam sonar tied to an Applanix Wavemaster motion and position system for data collection, from a 31-foot Catamaran boat and a 6-foot remote control boat. Data was processed in ArcGIS and HYPACK in compliance with USACE and NYSDEC requirements. Deliverables included surveys, the post-dredge survey drawings to act as the "as-built" condition, and assistance with field plans and specifications for the dredging operation provided as hard copy and electronic files.

NYS Thruway Authority Agreement for the Biennial Bridge Inspection of the Governor Mario M. Cuomo Bridge (GMMCB), BUE-2113, Tarrytown, New York

Mr. Smart was CADD Technician responsible for processing data for the underwater portion of this biennial bridge inspection of the Northbound and Southbound bridge structures along with the cross-over connecting bridges. Services included a multi-beam sonar hydrographic survey including top of the water shots at the beginning of each day and at tide changes for the limits 100 feet from each bridge fascia and the full shore to shore width of the bridge. The survey was conducted using R2Sonic 2024 multi-beam sonar tied to an Applanix Wavemaster motion and position system for data collection, from a 31-foot Catamaran boat and a 6-foot remote control boat. All data was processed in accordance with the NYSDOT Bridge Inspection Manual, in Applanix POS- Pac. Deliverables included mapping at one foot contour intervals, produced in Bentley Microstation with Inroads, an XYZ file showing underwater elevations on a five-foot grid and an NYSDOT fathometer report.

NYC Department of Transportation, St. George Ferry Terminal – Ferry Maintenance Facility (FMF) Seawall Rehabilitation Project

Mr. Smart was CADD Technician providing CADD drafting support for this bathymetric survey project in support of the rehabilitation of the seawall offshore of the St. George Ferry Terminal's Ferry Maintenance Facility. Services include a single-beam hydrographic survey performed at high tide to maximize coverage, extending 300 feet offshore from the seawall with transects spaced at approximately 10 feet; data reduction; and creation and submission of a contour map and spot elevation deliverable in CAD and PDF format. Surveys are conducted using R2Sonic 2024 multi-beam sonar, Trimble-461 GPS heading bundle, and an IMU-108 motion sensor. The land portions of the surveys are completed using a Trimble S-5 robotic total station and an R-8 RTK GPS.

Daniel J. Gildea, PMP, CEO

Project Manager

**Years of Experience: 31**

Education: Diploma, Advanced Leadership and Management Development, and Basic Leadership and Management Development, U.S. Army

Specialized Training: NYS Code Enforcement Official Course, NYS Department of Transportation; NYS Special Inspections Training; OSHA 30-Hour and 10-Hour Construction Safety Training; Stormwater Pollution Prevention Program, NYS Department of Environmental Conservation; Hazmat Transportation Safety, Security Awareness

Summary

Mr. Gildea is U.S. Army Retired Veteran and an experienced construction project manager with a 30-year track record in establishing efficient, quality-driven environments. He has the ability to effectively lead cross-functional teams while taking leadership roles to guide and foster best practices and drive productivity. Adept at management of varied situations, proactive problem solving, mentoring, program development and management, event and facility organization, strategic planning, and launching innovative processes with emphasis on project management, resource management, and the operational environment.

Relevant Experience

NYS Office of Parks Recreation and Historic Preservation Improvements to Water Quality at Lake Welch in Harriman State Park, Rockland County, New York

Mr. Gildea was Project Manager responsible for oversight of construction inspection, construction administration, surveying, and condition inspection for this project to mitigate and prevent the spreading of Harmful Algal Blume (HAB). Responsibilities include overseeing all field data collection in support of new facilities and existing facilities condition and rehabilitation design and site layout, development of the project schedule, development and maintenance of the site-specific safety plan (SSSP) and health and safety plan (HASP); reviewing monthly invoices, reviewing inspection reports and condition reports before submission, reviewing and finalizing invoices, creating and maintaining project health assessment (PHA), and overseeing project closeout and turnover to client agency.

NYS Office of General Services, NYS Regional Economic Development Initiative (REDI) Dredging Program, Lake Ontario and St. Lawrence River,

Hamlet of Morristown, St. Lawrence County, New York

Mr. Gildea was Hydrographic Boat Captain responsible for conducting the pre-dredge hydrographic survey of the Morristown Navigational Harbor as part of the Governor's REDI Dredging Program. In water multi-beam sonar data

and 3-D photographic imagery was collected from a 22-foot survey vessel, with two personnel on the boat. Project deliverables included water data mapping and full bathymetric survey report to NYSOGS.

NYS Office of General Services Cayuga Lake Inlet Dredging, City of Ithaca, Tompkins, County, New York

Mr. Gildea was Marine Projects Consultant called on to assist in the design and permitting of a large-scale dredging project at the head of Cayuga Lake in the City of Ithaca, New York. Responsibilities included identifying areas of concern with shoreline structures, determining best practices for dredging at various phases, site layout for phasing, addressing permitting obstacles, and cost reduction techniques. Using bathymetric survey data, drawings, photos, and in person observation helped to layout the project and reduce overall costs associated with unknown variables. Deliverables included Summary of Findings report, marked up drawings and specifications, and cost analysis summary.

NYS Office of General Services, Regional Economic Development Initiative (REDI) Dredging Program

Mr. Gildea was Engineer-in-charge of Governor's REDI Dredging Program. Responsibilities include designing, permitting, and dredging 21 navigable channels throughout Lake Ontario and the Saint Lawrence River. In order to complete this project various cutter head dredging barges, equipment barges mounted with cranes and / or excavators had to be used to remove sediment and debris and various dozers and graders had to be used to spread material on eroded shorelines. Special care and handling of sediment containing hazmat had to be implemented for project sites that exceeded the acceptable chemical allowances. Water quality measures also needed to be emplaced to protect warm water spawning species as well as nearby wetlands and endangered species. Deliverables included cost breakdown spreadsheets, deliverable tracking log, final permits from numerous agencies, 30/60/90 and final drawings.

Stephen P. Severance, EIT

Project Engineer (A) III

**Years of Experience: 11**

Education: B.S., Civil Engineering Technology / Rochester Institute of Technology, 2012;
A.A.S., Civil Engineering Technology / Broome Community College, 2008

Specialized Training: Amtrak Contractor, CSX Roadway Worker Protection Contractor
Safety, NSC Confined Space Compliance Training, AutoCAD Civil 3D, MicroStation, STADD
ProV8

Summary

Mr. Severance has over 11 years of experience that includes condition inspections, municipal engineering, and civil/site engineering. He has been Prudent's project lead on NYSDOT Gateway and Empire State Trail projects; developed site plans for a substation relocation project; prepared erosion and soil control plans for a NYS Canal Corporation canal lock project; and Assistant Team Leader on NYS Thruway Authority dam safety inspection and NYSDOT Biennial and Interim Bridge inspections. His experience includes preparation of Stormwater Pollution Prevention Plan (SWPPP) and associated SWPPP inspections, hydraulics, conduit remediation design on several structures located along a levee system in Erie County; work zone traffic control plans for railroad crossings; safety inspections on various dam, hydraulic, and lock infrastructures along the Erie Canal and dam structures throughout Herkimer, Madison, Oneida, and Onondaga counties; and bridge inspections on various local and state-maintained bridges and culverts.

Relevant Experience

Onondaga County Department of Water Environment Protection, Green Projects Design Services: Sanitary and Storm Sewer Projects, City of Syracuse, New York

Mr. Severance was Project Manager for this mini-bid award programmed through the OCDWEP Green Projects Design Services: Sanitary and Storm Sewer Projects 3-year Term Agreement to improve hydraulics of the regulator structure and sewer interconnection to the County's main interceptor. Services included surveying and mapping, submitting quarterly fact sheets for the Onondaga County Save the Rain program outreach, participating in design and construction progress meetings, distributing design meeting minutes, preparing design submissions (technical memorandums, drawings, special specifications, and cost estimates) for agency approvals, finalizing "task order" construction documents for County term contractor

bid, performing general engineering services during construction, and part-time construction inspection.

NYPA/NYS Canal Corporation On Call Engineering Services As-Built Drawings, Oswego County, New York

Mr. Severance was Engineer III for coordination of QA/QC review of as-built drawings for this lock renovation project. Responsible for QC review of plans, field verification inspection, measurements, and revisions to the as-built plans based on field inspection. The CADD drawings were submitted to the Prime for final QA/QC and inclusion in the final as-built drawings.

**Monroe County Department of Transportation
Schlegel Road Culvert over Four Mile Creek Tributary,
Town of Webster, Monroe County, New York**

Mr. Severance was Project Engineer III for this culvert replacement project. Responsible for assisting the crew leader in the 2020 culvert inspection to document existing conditions and structural defects and preparing a report with photographs; Identifying FEMA 2008 Flood Insurance Study (FIS) Number 36055CV001A Hydrologic Peak Discharge information and Headwater/Tailwater elevations per Flood Insurance Rate Map (FIRM) Number 36055C0232G for use in the Hydraulic Analysis; Utilized the USDOT Federal Highway Administration HY-8 Culvert Hydraulics Analysis software with FIS / FIRM input values for hydraulic analysis of rehabilitation vs. replacement; rehabilitation via UV CIPP lining was determined to be hydraulically feasible, however, existing conditions (e.g., minimal cover) and multiple spans made it not financially feasible vs. replacement; HY-8 custom tailwater channel was inputted from topographic survey; Hydraulic Analysis Report was prepared to include information above, available record plans, previous inspections report, and HY-8 analysis reports for multiple alternatives evaluated with a recommendation for replacement.



Firm Experience

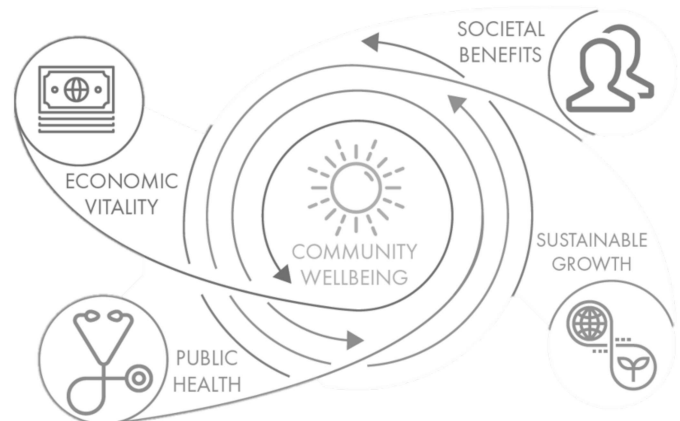
Defining a Hazard and Hazard Mitigation

A hazard is defined as a situation which poses a level of threat to life, health, property, and/or the environment. It can be natural, technological, or human-caused. Hazard mitigation is a method for reducing or alleviating property loss, reducing damage to the environment, and reducing the number and severity of injuries that occur from hazard events through long- and short-term strategies. Responsibility for implementing mitigation measures runs community-wide from individuals to industries, private business, and all levels of government.

Purpose of a Hazard Mitigation Plan

The purpose of a hazard mitigation plan (HMP) is to effectively reduce future disaster damages, public expenditure, private losses, and community hazard vulnerability. An HMP provides an opportunity for a municipality or multiple municipalities to develop a comprehensive risk assessment and to outline proposed mitigation actions, which will minimize the costs and impacts of future disaster events.

The intention of an HMP is to meet the New York State and federal hazard mitigation planning requirements established and managed by the New York State Department of Homeland Security and Emergency Services (DHSES) and FEMA. Jurisdictions that are participating in a plan update will benefit from the planning and implementation of the mitigation actions proposed. The pre-disaster mitigation program (PDM), HMGP, and the



flood mitigation assistance (FMA) program continue to require communities to have an active FEMA-approved multi-hazard mitigation plan in place prior to requesting project implementation funds. Participating jurisdictions that are granted funds are able to implement and complete beneficial mitigation actions to minimize impacts to their communities and constituents from hazard events.

Mitigation Goals

The prime objective of setting hazard mitigation goals is to reduce or eliminate losses and damages from hazard events. It is important to create goals that are tangible. The goals identified below represent what the participants and municipalities are hoping to achieve through the implementation of this hazard mitigation plan. They are based on the findings of the risk assessment, and they will apply to the Albany County government and to each participating jurisdiction.

Hazard Mitigation Goals

- Minimize injury and loss of life from hazards
- Minimize losses to existing and future structures within hazard areas
- Reduce the impact of hazards on water bodies, natural resources, and historic resources
- Protect natural resources, such as open space, drinking water, and recreation areas from hazards
- Protect cultural resources such as historic structures and museums from hazards
- Reduce the economic impacts from hazard events
- Provide for Continuity of Government (COG) and Continuity of Operations Program (COOP) during and in the aftermath of disasters in order to ensure that the government continues to function and to minimize negative impacts from events

Assessing Hazard Risk

Risk assessments consist of three phases of analysis which rate natural, technological, and human-caused disasters based upon probability (likelihood) and severity of impact (consequence):

1. Hazard identification, calls on the community to identify all potential hazards, document their geographic extent, probability of occurrence and anticipated intensity. This phase will also incorporate the best available data on anticipated climate projections and states the intended impacts as they relate to each hazard.

2. Vulnerability assessment, utilizes the information obtained through the first phase and analyzes it with local information of properties and populations exposed to that hazard. As a part of this phase, both current and future development potentials will be analyzed.



3. Risk analysis, estimates the damage, injuries, and costs likely to occur as a result of that hazard in the community. The picture of risk is broken down into both magnitude and probability of harm occurring. For many hazards this phase of risk assessment will not be realized.

The following are a list of hazards which include natural, technological, and human-caused hazards:

- | | |
|------------------------|------------------------------|
| • Air contamination | • Infestation |
| • Civil unrest | • Landslide |
| • Coastal storm | • Mine collapse |
| • Dam failure | • Oil spill |
| • Drought | • Radiological |
| • Earthquake | • Severe storm |
| • Epidemic | • Severe thunderstorm |
| • Explosion | • Structural collapse |
| • Extreme temperatures | • Terrorism |
| • Fire | • Tornado |
| • Flash flood | • Tsunami-wave action |
| • Food shortage | • Transportation accident |
| • Fuel shortage | • Utility failure |
| • HAZMAT | • Water supply contamination |
| • Hurricane | • Wildfire |
| • Ice jam | • Winter storm |
| • Ice storm | |

Mitigation Actions

There are numerous mitigation actions which could reduce the impact of potential hazard events such as the following:

Prevention – Government administrative or regulatory actions or processes that influence the way land and buildings are developed and built. These actions also include public activities to reduce hazard losses. Examples include planning and zoning, building codes, capital government programs, open space preservation, and stormwater management regulations.

Property Protection – Actions that involve the modification of existing buildings or structures to protect them from a hazard, or removal from the hazard area. Examples include acquisition, elevation, relocation, structural retrofits, storm shutters, and shatter-resistant glass.

Public Education and Awareness – Actions to inform and educate citizens, elected officials, and property owners about the hazards and potential ways to mitigate them. Such actions include outreach projects, real estate disclosure, hazard information centers, and school-age and adult education programs.

Natural Resource Protection – Actions that, in addition to minimizing hazard losses also preserve or restore the functions of natural systems. These actions include sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.

Emergency Services – Actions that protect people and property during and immediately after a disaster or hazard event. Services include warning systems, emergency response services, and protection of critical facilities.

Structural Projects – Actions that involve the construction of structures to reduce the impact of a hazard. Such structures include dams, levees, floodwalls, seawalls, retaining walls, and safe rooms.

B&L's Experience with Hazard Mitigation Plans

B&L has assisted with hazard mitigation planning for various municipalities across New York State. The purpose of hazard mitigation planning is to better respond when disasters occur; reduce vulnerability to natural hazard events; and reduce long-term impacts and damages to human health and structures. Hazard mitigation plans (HMPs) identify short- and long-term mitigation strategies and actions that focus on execution at a pre-disaster level. An updated and approved HMP will enable participating municipalities to remain eligible for future hazard mitigation and resiliency funding from the Federal Emergency Management Agency (FEMA). An updated HMP also provides jurisdictions with an additional tool to reference for disaster planning, land development, and funding initiatives.

Our hazard mitigation planning experience centers on:

- Plan development coordination,
- Public outreach management,
- Potential natural hazards assessments, and
- Prioritized mitigation measures development to address the most critical identified hazards.



Through B&L's experience with several hazard mitigation plans, the project team has developed new insights, such as planning for a changing climate and social vulnerability. Future climate impacts include extreme precipitation, heat stress and water stress, social vulnerability, and public health.

Changing climate conditions are increasing the frequency and magnitude of natural hazards, such as flooding, coastal storms, droughts, wildfires, and extreme temperatures. To prepare, states are encouraging local municipalities to integrate climate projections (e.g., changes in future precipitation, sea-level rise, and extreme weather) into their hazard mitigation plans and identify specific actions to reduce vulnerability. B&L provides solutions for many of the challenges posed by climate change, aging populations, sedentary lifestyles, and increasing urbanization. We also assess future hazard risks and vulnerabilities, including an analysis of climate change predications and future implications, and incorporate them into our plan of action for the municipality.

Environmental Engineering

B&L's environmental services encapsulate a wide variety of practices, including industrial hygiene, hazardous materials and demolition surveys, environmental site assessments and rehabilitations, stormwater and MS4 improvements, stream ecology, erosion and sediment control, wetland delineation and mitigation, and habitat and endangered species surveys. We have designed state-of-the-art, comprehensive solutions for a myriad of environmental projects including hazardous waste sites, petroleum and chemical release sites, and industrial air and water pollution issues.



Emergency Action Planning

B&L updates and creates emergency and disaster planning resources to keep the County safe, prepared, and resilient for years to come. The plans include proactive planning with various municipal personnel, community stakeholders, utilities, and NYS DHSES to identify hazards, risk assessment, and mitigation strategies.

Experience with the Federal Emergency Management Authority (FEMA) and New York State Division of Homeland Security and Emergency Services (NYS DHSES)

As term consultants to a number of counties throughout New York State, B&L has experience with federal and state processes for emergency management services. B&L has relationships with personnel at FEMA Region II and the NYS DHSES. B&L has provided engineering assistance on numerous FEMA/NYS DHSES declared disasters for bridge washouts, retaining wall failures, scour damage, etc. We have completed more than 20 bridge replacements and more than a dozen retaining wall/culvert washout replacements/repairs utilizing the procedures and protocols established by FEMA/NYS DHSES. We have also assisted communities with evaluation and coordination with FEMA/NYS DHSES for storm damage to facilities, parks, trails, and water/sewer systems.





Hazardous Materials and Emergency Spills

Under various state and federal regulatory programs, B&L has helped clients with many petroleum, solvent, PCB, and hazardous substance spills. These remedial projects have included:

- Site characterization;
- Remedial investigation;
- Feasibility analysis;
- Remedial design, including:
 - o In-situ bioremediation,
 - o Groundwater extraction and treatment,
 - o Soil vapor extraction,
 - o Source removal, and
 - o Monitored natural attenuation;
- Construction administration; and
- Remediation investigations at hazardous waste landfills, industrial facilities, abandoned industrial and commercial properties, petroleum bulk storage sites, and retail service stations.



Hydrological and Local Flood Analysis

B&L has extensive experience with watershed-based approaches to addressing drainage issues that have created flooding and erosive velocities in rivers and streams of all sizes. Our team includes Certified Professionals in Storm Water Quality (CPSWQ) and Certified Floodplain Managers (CFM) that are adept at handling a wide variety of stormwater management, flood assessment, hydraulic analysis, and mitigation projects.

When working on these projects, we use Hydrologic Engineering Center River Analysis System (HEC-RAS) modeling to prepare graphic representations of existing river reach flood profiles and to evaluate the predicted degree of flood reduction provided by various proposed mitigation alternatives. By using HEC-RAS as a predictive tool at the alternatives analysis stage of a flood mitigation project, we can identify options that offer the greatest cost/benefit while fulfilling the needs of the project. Streams and rivers are dynamic systems, so understanding their ability to effectively mobilize sediment when in flood without significantly changing the channel form is key to making reliable, long-term flood impact predictions.

Structural and Geotechnical Analysis and Foundation Design

Our engineers have extensive experience with the geotechnical design required for bank stabilizations, slope stability analysis, flood damage repair, stream restoration, scour analysis, and hydraulic/hydrologic waterway analysis. B&L's geotechnical team can investigate the primary cause of a roadway or embankment destabilization, address any drainage situations that may be present, and make recommendations for improvements as appropriate. We have experience designing a wide variety of foundation systems, including driven pile, micropile, caissons, spread footings, geosynthetic reinforced soil, and mat foundations. Conditions and potential solutions will be detailed in a roadway/bank stabilization assessment report. This report will allow us to guide the County through the decision making process regarding next steps on the project.

Stormwater Services

Our environmental group has extensive experience in addressing drainage issues ranging from flooding and infiltration to full scale municipal drainage studies and stormwater management facility design. Stormwater management facility designs and plans are created in accordance with state and federal national pollutant discharge elimination systems (NPDES) permits, including detailed drainage studies, construction erosion and sediment control management, and permanent stormwater management facilities design and installation.



Dam Safety Engineering

B&L's dam safety engineers provide all services required to meet the latest dam safety regulations. These services include engineering inspections and assessments, annual certifications, emergency action plans and associated inspections, and maintenance plan development. We use these services to assist municipalities across New York State with completing and updating all dam safety and associated documents. We also provide cost-effective rehabilitation alternatives to update non-conforming features.

Transportation Planning and Engineering

B&L provides transportation planning and engineering services and solutions that often form the basis for future capital investments on our streets and highways. Our clients include public agencies, metropolitan planning organizations, counties, and municipalities. We offer planning strategies and solutions, research for potential funding sources, and assistance to clients from the project's onset through completion. Our professionals have completed numerous transportation/land use projects with tasks ranging from data collection, capacity analysis, safety and accident analysis, municipal comprehensive planning, transportation and urban planning, multi-modal transportation system planning, corridor revitalization and streetscaping, access management and traffic calming strategies, community visioning and consensus building, and zoning and design guidelines. Working closely with our transportation engineers, land use planners, and landscape architects, we strive to integrate sound transportation and land use planning strategies into our studies and designs to create multi-modal transportation corridors that are safe, attractive, functional, and accessible for all users.

DBE/MBE Subconsultant Prudent Engineering

Prudent Engineering, LLP is a registered DBE/MBE firm in New York and Pennsylvania and a registered MBE in New York City provides quality, cost-effective engineering services to state and local governments, authorities and agencies, consultant partners, and private-sector clients across New York State. Their project portfolio features experience in bridge, highway, and structural design, condition and safety inspection, civil and site engineering support, construction inspection and administration, land survey and mapping, and hydrographic services.



Hydrography Services

Prudent's hydrographic survey and mapping department provides our clients with a wide array of high quality on-water, in-water, and underwater services and mapping products. Equipped with boats from 12 feet to 31 feet, and state-of-the-art underwater surveying technologies, Prudent's hydrography department offers services such as single- and multi-beam survey, side-scan sonar imaging, sub-bottom profiling, sediment sampling, and bottom classification mapping for locations across New York.

Prudent's hydrography team has used these technologies and equipment for projects that include evaluating and mapping dams, canals, and bridges; bridge diving condition inspections; and bathymetry and fathometer surveys. Prudent's hydrography/survey vessels are outfitted with advanced hydrographic software, allowing our field staff to accurately and efficiently collect survey data. With an experienced team and sophisticated equipment, our staff can successfully manage land and hydrographic survey/mapping projects of varying size and complexity.

In addition to field technology, Prudent's office hydrography staff includes skilled GIS specialists and data analysts well-versed in SonarWiz 6, Hypack™, Pos-Pack, Discovery™, ArcGIS, AutoCAD, and MicroStation, which are used to process the collected field data. With these programs, Prudent personnel produce high-resolution data deliverables, including drawings, GeoTIFFs, mosaics, point clouds, XYZ data, sub-bottom profiles, uncertainty values, as well as fathometer and bathymetric survey reports.

Civil/Municipal Engineering Services

Prudent's civil/municipal engineering services staff have expertise in wet infrastructure projects including potable water supply and treatment systems; potable water distribution as well as pumping and storage; industrial



wastewater treatment and permitting; municipal sewage collection system; and sewage treatment and disposal systems. Our engineers prepare and provide Stormwater Pollution Prevention Plans (SWPPP); Erosion and Sediment Control Plans; green designs; solid waste and air permits; and floodplain and floodway evaluations.

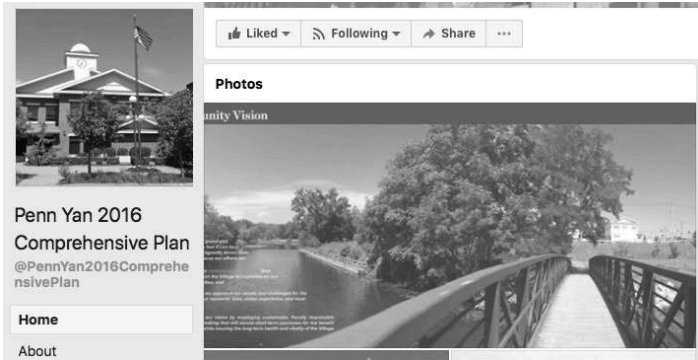
Vertical and Environmental Construction Inspection Services

Prudent has expanded their construction inspection scope of services from mainly horizontal to include vertical and environmental construction inspection to assist partnering consulting firms with their commercial building and environmental and water resource projects. Over the past two years the development of the department has led to the addition of staff who are certified in inspecting buildings, water treatment facilities, airports, and demolition projects. Prudent's vertical construction staff provide code enforcement, shop drawing review, and the development of NYS Department of Environmental Conservation (NYSDEC) Stormwater Pollution Prevention Plans (SWPPP) for site development to supplement existing engineering services.

In conjunction, non-engineering design environmental services have grown to offer inspection for the protection and development of wetlands and rehabilitation and reconstruction of a state historic structure. Prudent engineers have conducted SWPPP inspections for erosion and sediment control (E&SC) measures and permanent SMPs of their own designs for years; now Prudent additionally offers SWPPP inspections as a part of our vertical and environmental construction inspection services regardless of design involvement. These additional services allow us to effectively and efficiently support our clients on a larger variety of projects.

Project Website and Online Engagement Tools

Maintaining an accessible and consistent stream of communication with the public is critical in planning projects. To maintain communication and facilitate educational outreach to interested parties, we can use several online engagement tools.



A project website can be developed in the preliminary stages of the project process and act as a central hub of information regarding this initiative. The project website would be accessible to the general public and could serve several purposes, including but not limited to:

1. Communicating Essential Information

Descriptive text, a dynamic timeline, and an events calendar would inform interested parties of this initiative, the project process and timeline, and upcoming events related to this effort.

2. Advancing Education and Awareness

Relevant document downloads, links, image galleries, and videos would be compiled into a "learning center" on the project website, where community members and leaders can access and engage with educational resources.

3. Soliciting Community Input

Online engagement tools would be embedded into the project website to allow interested parties to actively participate in this initiative. For example, a contact form could allow individuals to sign up for an emailing list and/or submit general questions to the project team. A survey could also be placed on the website to collect information and priorities from locals and other stakeholders. Finally, tools like an interactive map, ideas wall, or virtual forum could provide a space for community members to communicate with each other, build interest in this initiative, and collaborate on ideas and suggestions.



The project website would evolve and be continually updated as this project develops and comes to fruition. The website will be custom designed to maximize interactivity and user accessibility, and will host a multitude of media and graphics to spur interest and active involvement. Our online surveying and mapping tools will be designed not only to collect public input, but also to offer community members an opportunity to learn about and engage in the project through a unique, game-like experience.

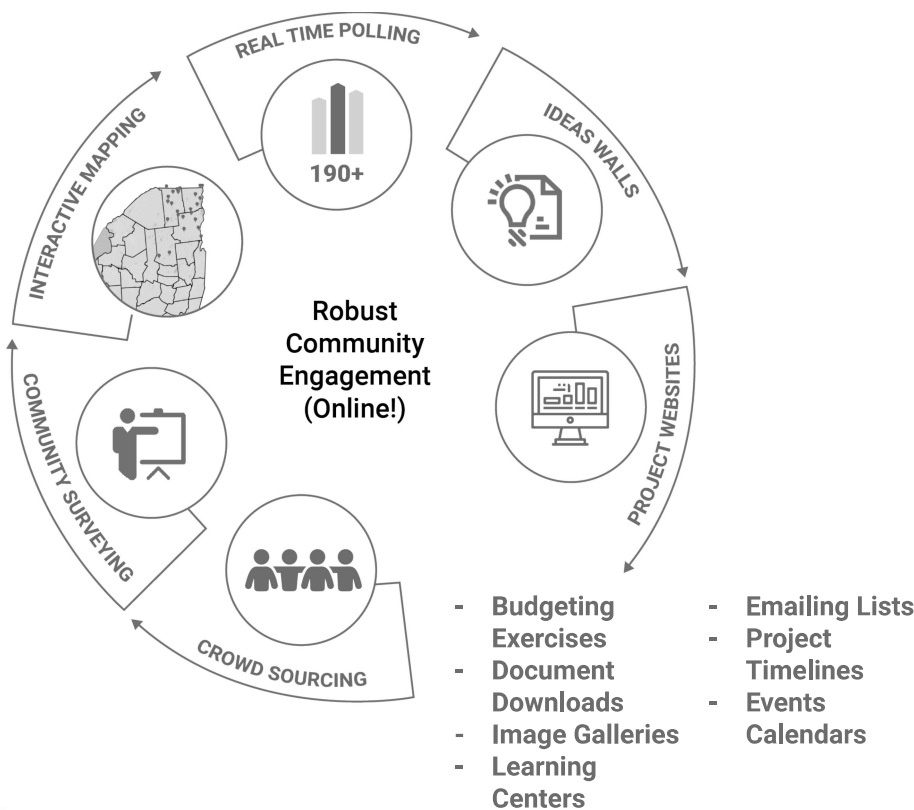
Ultimately, the platform and structure of the project website and online engagement tools will be determined in collaboration with the entire project team to ensure that its functionality serves the dual purpose of informing the public and providing educational and input opportunities on a continual basis. The website will be maintained by B&L for a period of two years following the completion of this project at no cost.



Why Use Online Outreach Methods?

The development of an online engagement platform is beneficial to maximize engagement with diverse populations. Evolving technological enhancements and more recent social distancing guidelines have encouraged communities to explore and embrace online communication methods. While in-person interactions are still immensely valuable, online platforms allow community members to actively participate in projects from the comfort of their home and on their own schedule.

We've learned that virtual engagement and communication tools take outreach beyond a "single event" and are capable of reaching a larger audience. Virtual engagement techniques have become a critical part of our team's strategy to reach community members. We have effectively built and managed a variety of online tools for our clients' planning efforts, including project websites, digital surveys, interactive maps, virtual idea walls, crowdsourcing applications, and real-time virtual polling sessions.



See Examples of our Work

Visit the project websites below to preview some of our online engagement efforts:

1. <https://townofbrighton.org/climate-action-plan> (website through ArcGIS HUB, Ideas Wall, and Brighton Climate App through SPP)
2. <https://cityofplattsburgh-ny.gov/parks-renewal>
3. <https://bartonloguidice.mysocialpinpoint.com/mayville-waterfront>
4. <https://bartonloguidice.mysocialpinpoint.com/shatford-memorial-park-master-plan>
5. <https://lockportny.gov/plan-code-updates>
6. <https://bartonloguidice.mysocialpinpoint.com/chautauqua-co-lake-fund>

Our Online Platforms

B&L uses several well-known platforms to provide quality online engagement services. These platforms include:

1. Social Pinpoint
2. SurveyMonkey
3. ArcGIS StoryMaps
4. ArcGIS Web AppBuilder
5. ArcGIS Hub Sites
6. ArcGIS Experience Builder
7. Poll Everywhere



Social Pinpoint



ArcGIS StoryMaps



ArcGIS Web AppBuilder

Additional Information

New Considerations

Throughout New York State, changing climate conditions are increasing the frequency and magnitude of natural hazards, such as flooding, coastal storms, droughts, wildfires, and extreme temperatures. To prepare, the NYS Climate Smart Communities (CSC) Certification program encourages local governments to integrate climate projections (e.g., changes in future precipitation, sea-level rise, and extreme weather) into their hazard mitigation plans and identify specific actions to reduce vulnerability.

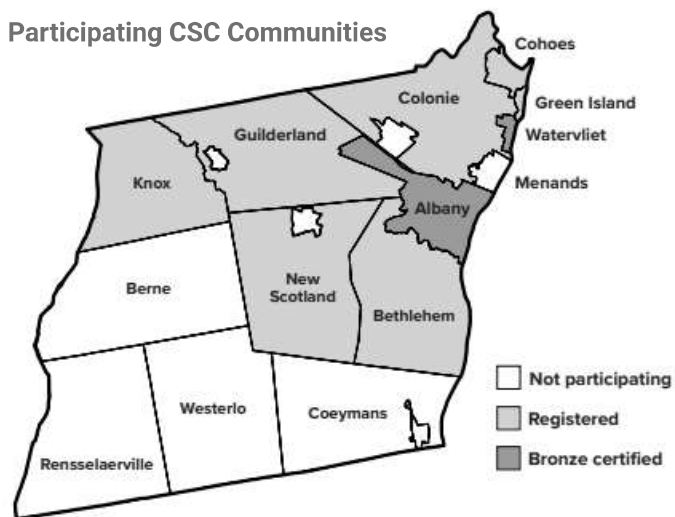
Albany County has 10 municipalities that participate in the CSC Certification program:

- **City of Albany (Bronze)**
- Town of Bethlehem
- City of Cohoes
- **Town of Colonie (Bronze)**
- Village of Green Island
- Town of Guiderland
- Town of Knox
- Village of Menands
- Town of New Scotland
- **City of Watervliet (Bronze)**

Albany County is also a Bronze-certified Climate Smart Community. The CSC Certification program provides local governments with a framework to guide their climate action and recognizes high performing communities for their leadership.

Our team will look to integrate certification actions of the CSC Certification program into the HMP update development as applicable with special focus on PE7 Action: Climate-Resilient Hazard Mitigation Plan. The HMP update can meet the requirements for CSC points under this action if the plan update adequately discusses climate change (Standard 9 - Plan for Climate Change of the New York State Hazard Mitigation Planning Standards Guide). Should the County or any of the participating jurisdictions wish to pursue CSC Certification points, the adoption of the HMP update with this climate focus provides this opportunity.

Participating CSC Communities



Another strategy that our team can tailor specific to Albany County is for the consideration of the National Flood Insurance Program's (NFIP) Community Ratings System (CRS) upfront in the planning process. CRS is a voluntary program that seeks to reduce and avoid flood damages to insurable property, strengthen and support the insurance aspects of the NFIP, and foster comprehensive floodplain management. If there is interest, we can develop a crosswalk tool based on CRS Activity 510 - Floodplain Management Planning credit requirements identified in the 2021 Addendum and the 2017 Coordinator's Manual. This crosswalk will identify compliance with each of 10 CRS planning steps, where in the County HMP update each element is addressed, and possible credit points.

Alternatively, flood vulnerability ideas and experiences can be integrated into the planning process with a Flood Resilience Roundtable composed mostly of local municipal officials but also representatives from the private and non-profit sectors, other community partners, and the general public if warranted.



Section III:

References

2023 Albany County Hazard Mitigation Plan

Barton&Loguidice

References

B&L's top references are as follows:

Chautauqua County

Noel M. Guttman
Director of Emergency Services/Fire
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201 West Third Street, Suite 115
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716-363-3620
guttman@chautcofire.org

St. Lawrence County

Matt Denner
Director/Fire Coordinator,
Emergency Services
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Canton, New York 13617
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Madison County

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Director, Office of Emergency
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Prior Experience on Similar Projects

Following are the counties for which we've prepared a Hazard Mitigation Plan:

- **Tioga County - Plan Update**
→ In Development



- **Tompkins County - Plan Update**
✓ Approved
17 jurisdictions participated (100%)



- **Chautauqua County - Plan Update**
→ In Review
42 jurisdictions participated in municipal interviews



- **Sullivan County - Plan Update**
✓ Approved
22 jurisdictions participated (100%)



- **St. Lawrence County - Plan Update**
✓ Approved
46 jurisdictions participated (100%)



- **Albany County - Plan Update**
✓ Approved
17 of 19 jurisdictions participated



- **Madison County - Plan Update**
✓ Approved
27 jurisdictions participated (100%)



- **Orange County - Plan Update**
✓ Approved
41 of 33 jurisdictions participated



- **Oswego County - Plan Update**
✓ Approved
33 of 34 jurisdictions participated



- **Steuben County - Plan Update**
✓ Approved
33 of 49 jurisdictions participated



Chautauqua County Multi-Hazard Mitigation Plan

Chautauqua County, New York

Chautauqua County received a Pre-Disaster Hazard Mitigation Grant from the Federal Emergency Management Agency (FEMA) to complete an update to the County's 2016 Multi-Jurisdictional Hazard Mitigation Plan (HMP). The purpose of hazard mitigation planning is to reduce damage to the environment and prevent the loss of life and number and severity of injuries that may result from natural hazard events. The HMP is developed to identify and implement short- and long-term mitigation strategies and actions that focus on execution at a pre-disaster level. Retaining an approved and updated HMP will enable the County and participating municipalities to remain eligible to apply for future hazard mitigation and resiliency funding from FEMA.

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Jamestown, New York 14701
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Total Project Cost: \$189,000

Completion Date: 2023



Chautauqua County
is updating its
Hazard Mitigation Plan

... and we need your participation!



VIRTUAL PUBLIC INFORMATIONAL MEETING

October 17, 2022 | 6:00 pm

Join via Zoom!

<https://bartonandloguidice.zoom.us/j/81185357865>

What is a Hazard Mitigation Plan?

A hazard mitigation plan identifies and evaluates risks and vulnerabilities associated with natural hazards and disasters. This process aims to reduce the loss of life and property by minimizing the impact of natural hazard events. Hazard mitigation planning leads to the development of short-term and long-term strategies to reduce and manage risk. Mitigation strategies identified in an updated hazard mitigation plan may be eligible for grant funding for implementation.



Chautauqua County Multi-Hazard Mitigation Plan continued

B&L is working with Chautauqua County's Office of Emergency Services (OES) to prepare an updated multi-hazard mitigation plan. The B&L team has met with the forty-two municipalities within the county to update their annexes for the new plan. This process has involved reviewing which hazards are of concern to each municipality and how these hazards might impact critical facilities and infrastructure. In addition, the capabilities of each local government to mitigate hazards have been reviewed, and this assessment has helped to inform the development of new hazard mitigation actions. B&L staff have hosted monthly meetings with the OES team and a representative from the Division of Homeland Security and Emergency Services to discuss the progress of the plan update.

During a majority of these meetings a different county department has been present to provide input on how hazards impact their operations and what can be done at the county-level to mitigate them. To ensure that residents of Chautauqua County are aware of the plan update the B&L team has created public information flyers and press releases for the county departments to post on their website or send in emails.

Input that has been received from county residents via survey responses, emails, and comments during public meetings will inform the development of the updated HMP. The staff at B&L intend to highlight the unequal impact that natural hazards have on disadvantaged communities and vulnerable populations throughout the report, and the team has worked to ensure that the mitigation actions that have been developed seek to address this reality. In

addition, a portion of the updated HMP will focus on the conditions of the county-owned high-hazard dams; B&L is working to develop actions that could be taken to reduce the risk of dam failure to help the county receive future funding through FEMA's Rehabilitation of High Hazard Potential Dams Grant Program. The updated multi-hazard mitigation plan will provide Chautauqua County with a crucially important tool that it can utilize to reduce the risk that climate change poses to its people and critical infrastructure.

Key Features

- Develop a matrix of local laws regulating land use in each municipality to understand what laws municipalities have or lack that could be used to limit the damage that natural hazards cause when they occur.
- Create updated annexes that contain the most recent data and provide a comprehensive analysis of both current conditions and potential mitigation actions.
- Conduct a HAZUS analysis to locate areas of high risk for natural hazards and estimate physical, social, and economic impacts of hazards.
- Produce a public information postcard, a public meeting flyer, and a press release to ensure that county residents are aware of opportunities to provide input on the multi-hazard mitigation plan update.
- Maintain records of the time and work that municipalities have spent on the HMP update to use this contribution towards the in-kind match requirement for the Pre-Disaster Hazard Mitigation Grant.



Albany County

Multi-Jurisdictional All-Hazard Mitigation Plan Update

Albany County, New York



In order to maintain eligibility for hazard mitigation funding, Albany County needed to develop an updated, comprehensive multi-jurisdictional Hazard Mitigation Plan (HMP). Albany County is comprised of 19 municipalities (which includes the County); however, only 17 municipalities participated in the 2018 plan update. For the purposes of the planning process, these communities were divided into three working groups: Hilltowns, Central, and River Communities. B&L was retained to create the HMP, which details the risks, past hazards events, probability of future incidents, and damages incurred as they relate to the following:

- Community assets such as bridges, dams, roads, land, and facilities;
- Critical facilities such as shelters, police and fire stations, and hospitals;
- Essential facilities that are vital to the health and welfare of the population, such as government offices, banks, schools, grocery stores and gas stations;
- Transportation systems that provide a means into or out of the County such as roadways, airports, bus or train systems;
- Utilities such as water and wastewater treatment plants, pumping stations, electrical systems, telephone facilities and cell towers, natural gas and fuel oil storage and transmission facilities;
- Unique threats and high potential loss facilities such as reservoirs, dams, etc.; and
- Population and demographics with emphasis on socially vulnerable populations such as the elderly, students, and people with lower incomes.

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**Total Project
Cost:** \$112,500

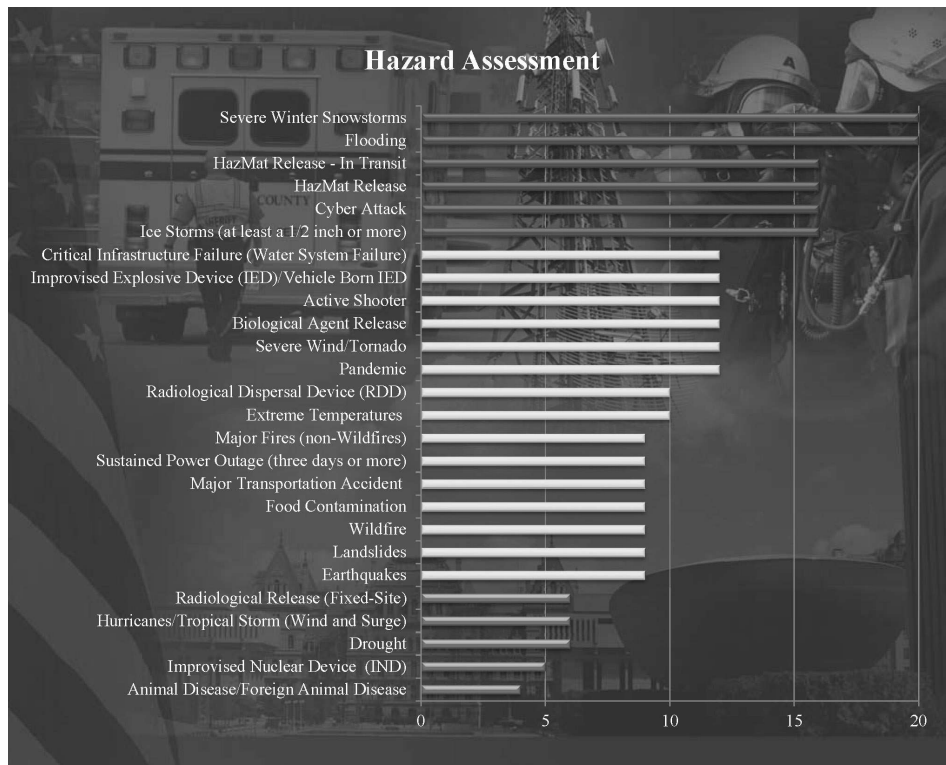
**Completion
Date:** 2018

Albany County Multi-Jurisdictional All-Hazard Mitigation Plan Update continued

The HMP provided mitigation goals and prioritized actions to reduce vulnerabilities and protect continuity of vital government services, such as emergency housing, food stamp distribution, and mental health clinics. B&L provided the following services:

- Developed the planning process
- Conducted hazard analysis and vulnerability assessment
- Mitigation strategy development
- Evaluation and maintenance of the plan
- Plan review, revision, approval, and adoption process

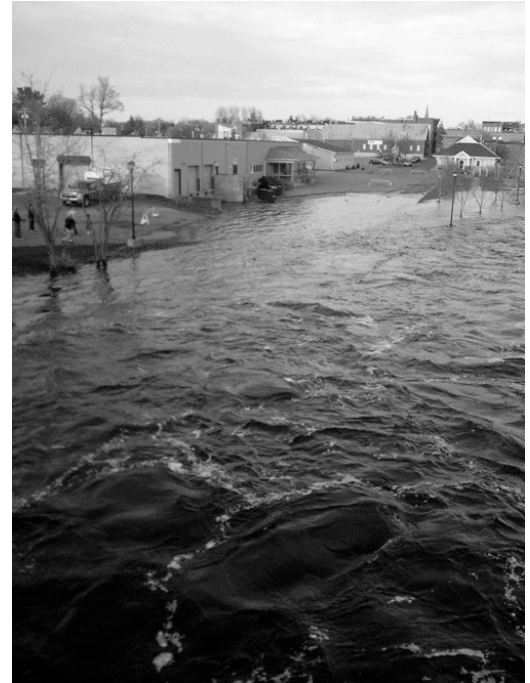
The end goal of the planning effort is an action plan that will reduce loss of life, property, human suffering, economic disruption, and disaster assistance costs that result from natural and human-induced disasters.



St. Lawrence County

Multi-Jurisdictional Hazard Mitigation Plan

St. Lawrence County, New York



B&L coordinated the development of a multi-jurisdictional hazard mitigation plan for St. Lawrence County, which, in addition to the County, involved a total of 45 participating municipalities including 32 towns, 12 villages, and 1 city.

B&L assisted the County with:

- Plan development coordination,
- Public outreach managements,
- Potential natural hazards assessments, and
- Prioritized mitigation measures development to address the most critical identified hazards.

Natural hazards were identified, profiled, and ranked based on impacts to the County. Jurisdiction-specific vulnerability analyses and risk evaluations were performed as well. Results from the vulnerability assessment aided in developing mitigation and adaption goals and assisted the County and participating jurisdictions in formulating mitigation actions and strategies to include in the HMP. The hazard mitigation and adaption section of the plan also

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**Total Project
Cost:** \$159,000

**Completion
Date:** 2022

provides a frame work for prioritizing mitigation actions using a cost-benefit approach. The plan identifies how the hazard mitigation process will be continued and how the document will be maintained. Community involvement, municipal input, annual evaluations, and public meetings will continue to evolve the plan and keep it up to date until its 5-year update target.

Full approval has been received from DHSES and FEMA.

Madison County

Multi-Jurisdictional Hazard Mitigation Plan Update

Madison County, New York



B&L worked closely with the Madison County Office of Emergency Management on their most recent Hazard Mitigation Plan. This Plan looked to update their 2017 document using a Pre-Disaster Hazard Mitigation Grant from FEMA. Aside from Madison County, Plan participants included 15 Towns, 10 Villages, and 1 City, and other community supporters and stakeholders.

The County and each of its jurisdictions identified and ranked the natural hazards to which their communities are most vulnerable, resulting in the profiling of 11 natural hazards. The HMP Update also includes an assessment of risks and vulnerabilities associated with each hazard and details mitigation strategies for each jurisdiction to moderate those vulnerabilities and decrease the potential resulting risks.

FEMA's HAZUS software was used to model and analyze disaster impact scenarios throughout the County for flood, hurricane, and earthquake events. Annexes were drafted for each jurisdiction that included the mitigation actions and strategies developed for their specific community. Individual

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Director

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Total Project Cost:

\$82,500

Completion Date: 2023

meetings were facilitated with each jurisdiction, which was key to collect the information necessary to make the needed HMP updates. These meetings were led by B&L, but staff from the County OEM was also present at every meeting, which helped make this a collaborative effort.

This approach resulted in 100% participation from local municipalities. The Madison County 2022 Hazard Mitigation Plan received FEMA approval in January 2023.

Monroe County

Coastal Lakeshore Economic and Resilience (CLEAR) Plan

Monroe County, New York



Prudent Engineering, LLP was retained to perform shoreline condition assessment and characterization for nine communities in Monroe County, New York. Prudent was responsible for the inspection and classification of the shorelines of nine communities to identify areas in need of stabilization and/or restoration. Following the inspection and classification Prudent was tasked with generating several reports to brief stakeholders and secure funding for selected CLEAR projects throughout the County.

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Bergman Associates, D.P.C.
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gjohnson@bergmannpc.com

**Total Project
Cost:** \$42,000

**Completion
Date:** 2021

Work performed:

- Shoreline inspection and characterization
- Proposed alternatives for stabilize shoreline
- Environmental protection
- Identified required permits
- Classified level of resilience for proposed alternatives
- Identified potential financial resources
- Developed high level report for select CLEAR projects

Deliverables included:

- Offshore and onshore protection recommendations
- Emergency evacuation routes and feasibility
- Structural assessment report on lake shore firehouse

New York Governor's Office of Storm Recovery (NYGOSR) Living Breakwaters

Staten Island, New York



Living Breakwaters is an innovative coastal green infrastructure project designed to reduce erosion and damage from storm waves, improve the nearshore ecosystems, and protect communities on the south end of Staten Island, New York. This project involved the design and implementation of marine breakwaters in Raritan Bay that were uniquely designed to capture sediment and attract living organisms, such as oysters and clams, while providing protected habitat that will foster development of nearshore marine colonies.

The beach profile survey phase of the Living Breakwaters project included on-land and in-water surveying. Prudent's hydrography team lead the in- water portion and collected bathymetric survey data along 23 transects that extended outward from Staten Island to the federal navigation channel. Working in tandem with the land-side survey crew, bathymetric data was collected at one-second intervals along the transect using a Sonarmite Hydrolite echo sounder. The Hydrolite data was georeferenced in real time to NYSNET and then calibrated to a benchmark set by the land-side survey team. Survey events were completed in December 2015, October 2016, and April 2018.

Additionally, Prudent collected sediment samples for grain size analysis at 39 locations along the 23 survey transects. Sediment samples were collected in April and September of 2016, May and November of 2017, and May of 2018.

In 2016, the Prudent crew was responsible for deploying two Acoustic Doppler Current Profilers (ADCP) which measured

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Total Project

Cost: \$258,000

Completion Date:

2018

the speed and direction of water currents throughout the water column. The ADCPs collected and stored data on tides, current velocity, wave height, and wave direction.

On a monthly basis in 2016, Prudent's crew retrieved the ADCPs and downloaded collected data for processing. During the data retrieval events, the units were inspected, their batteries replaced, and then redeployed. The ADCPs were placed at GPS positioned locations for one to three months, as deemed necessary, throughout this phase of the project. The data provided information on the effects of current speed and direction on the developing artificial reef ecosystem, as well as verifying existing historical current profiles for Raritan Bay.

Work Performed:

- Bathymetry survey
- Beach monitor survey
- Bottom surface analysis
- ADCP collection and post processing
- Routine ADCP maintenance and service support

NYSTA/NYSCC

Term Agreement for Design and Implementation of Flood Warning System

Mohawk and Upper Hudson River Basins, New York



This project involved the design and implementation of a flood warning system that measures rainfall amounts; monitors water levels and flow rates in reservoirs, lakes, rivers, and streams; and provides notification of projected flood conditions on a near real-time basis for three watersheds in Upstate New York maintained by the NYS Canal System:

- **Upper Hudson River Basin:** 4,620 square miles, upstream of the Troy Dam on the Hudson River;
- **Mohawk River Basin:** 3,460 square miles, upstream of the confluence of the Mohawk River with the Hudson River in Waterford;
- **Oswego River Basin:** 5,100 square miles, upstream of the confluence of the Oswego River with Lake Ontario.

Client Contact: Undisclosed

Total Project Cost: \$163,000

Completion Date: 2015



The scope of this multifaceted project involved the development, calibration, and validation of detailed hydrologic and hydraulic models using available hydrodynamic modeling for each basin; accounting for reservoir and water control structure operations; using existing and new USGS streamflow, stage, and precipitation gages; and integration of National Weather Service precipitation forecasts, system optimization, and flood mitigation analyses. The project also included incorporating a web-based interactive mapping system using orthoimagery to illustrate event-based flood forecasted water levels, timing of peak water levels, and projected flood inundation throughout each of the watersheds.

As a subconsultant to Riverside Technology, Inc., Prudent Engineering's survey team provided hydrographic survey data to complete the hydraulic modeling for the Mohawk and Upper Hudson River Basins. Prudent's team reviewed available survey data and sought permission from data owners to use the existing records, which, in some cases, required the team to convert older data to the current NGVD88 vertical datum. The team was assigned survey tasks encompassing the majority of the basins' non-navigable waters. Using traditional GPS and single-beam sonar, Prudent's survey covered 120 miles of river reaches and approximately 109 locations.

There were three levels of detail for surveying each reach: (1) confirm top-of-structure deck and obstruction elevations; (2) conduct bathymetric survey near bridge elements, abutments, and bridge low chords; and (3) bathymetric survey. In reaches where a hydraulic model already existed and data was only required to confirm the model and update structure elevations, Prudent provided a limited survey of the upstream face of the structure and the width in the direction of flow. At the structures, the survey collected data to define the low chord, high chord, top of abutment, edge of water, pier locations, and bathymetry at the structure face.

Additionally, where existing hydraulic models did not exist, a full survey of the structures, in addition to four bounding bathymetric sections located at 100 and 200 feet upstream and downstream, were performed in accordance with the FEMA-modified Appendix M. Standards. Prudent reviewed and commented on project parameters and inputs.

Work performed:

- Hydrographic survey and mapping
- Single-beam sonar
- Final survey report review



Section IV:

Plan Implementation

2023 Albany County Hazard Mitigation Plan

Barton&Loguidice



Plan Implementation

Project Approach

Through our experience with several County hazard mitigation plans and plan updates, our interdisciplinary team of planners, engineers, and environmental scientists and analysts has developed the following scope of services for the advancement of a custom, right-sized HMP update for Albany County.

Task 1: Organize the Planning Effort

Under this task, the planning process will be developed and the initial kickoff meeting will be held with the executive committee. B&L will work closely with this committee to identify the key hazard mitigation regulatory requirements that have changed since the County's Hazard Mitigation Plan (HMP) Update in 2018. The overall planning process and project timeline will be presented at this kickoff meeting, which will include the following items:

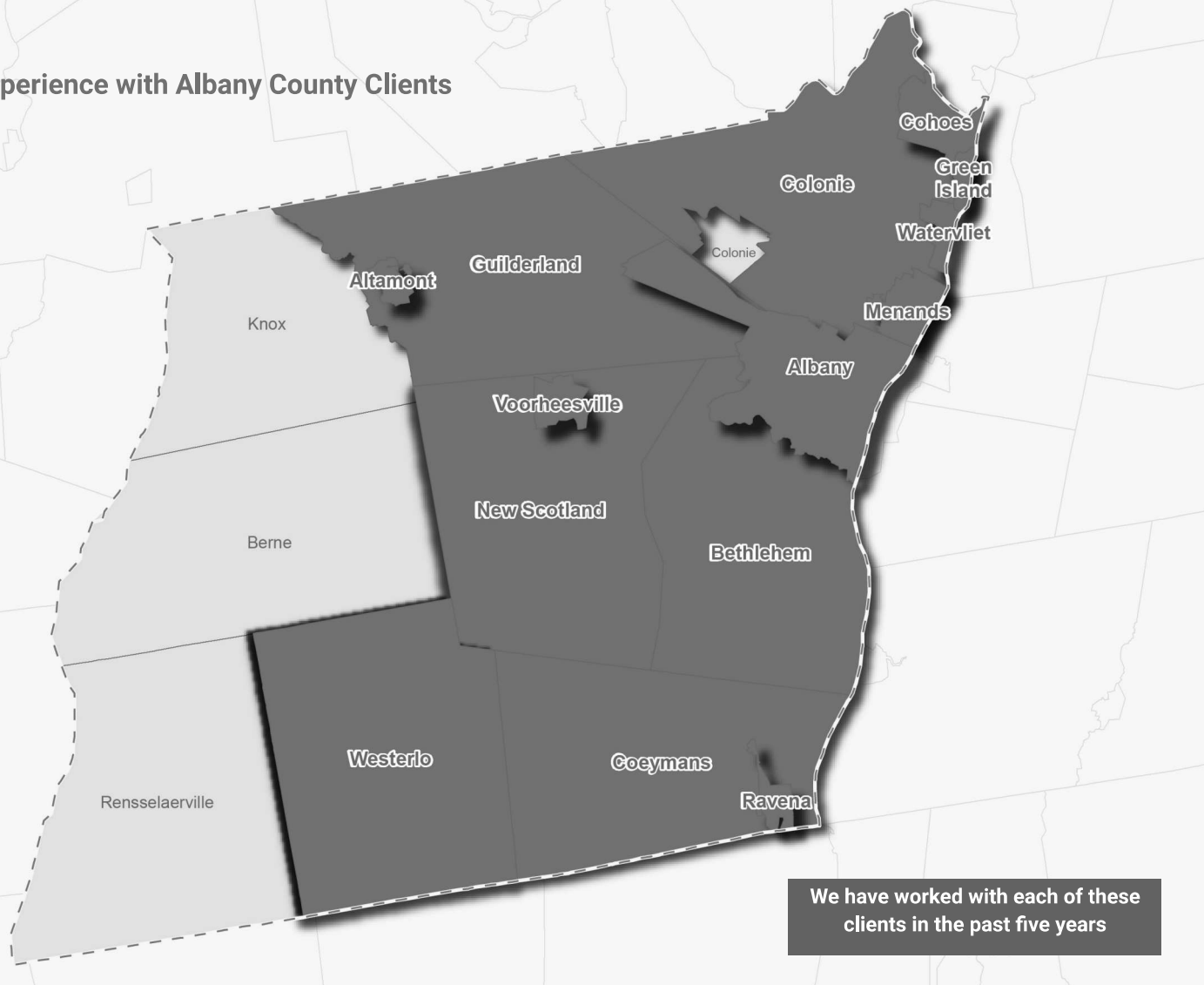
- A review of the HMP update objectives
- Budget and schedule
- Roles and responsibilities of the executive committee, project team, and key stakeholders

- Community engagement strategy
- Identification of other County resources and hazard data information

Plan development will begin once the County approves the scope of work. B&L anticipates the initial meeting with the executive committee will be held within two or three weeks of the contract authorization date. We recommend that the executive committee meet on a monthly basis to keep the project on schedule. To help address stakeholder and community engagement, B&L recommends the development of a community engagement strategy. An engagement strategy or plan outlines a set of specific outreach and public participation strategies with assigned roles and a timeline for new or reoccurring projects that will impact the community. Typical components of an engagement plan include:

- Key stakeholders, such as the three HMP groups and 19 municipalities, which includes the County;
- Communication methods, such as when and how to use online methods,
- Schedule for public events, such as the public workshops, and

B&L's Experience with Albany County Clients



- Roles and responsibilities of team members in preparing and facilitating the outreach efforts. A strategy for identifying and engaging vulnerable populations in the community will be developed to ensure the HMP update represents all segments of the community.

Following the kickoff meeting with the executive committee, B&L recommends that a kickoff meeting for elected officials be organized to introduce the hazard mitigation planning process and the concept of municipal interviews that will assist in updating mitigation action worksheets and jurisdictional annexes. Participation and attendance at all planning steps will be tracked to support fulfillment of state and federal requirements.

B&L can use a hybrid approach to community involvement meetings with each participating municipality, which includes virtual meetings, online surveys, and in-person meetings. A commitment from each jurisdiction to participate in the HMP will be obtained at the early stages of the planning process. It is our goal to have each

municipality in the County formally adopt the plan at the end of the process. Our experience with previous hazard mitigation plans throughout New York State has taught us that the best approach for gaining critical knowledge about each municipality is to provide a variety of engagement opportunities with the appropriate municipal officials.

Public participation and outreach will be discussed with the Executive Committee to formalize the public participation approach utilized throughout the planning process. Our team firmly believes in a "whole community approach" to disaster and hazard planning, and will seek to involve the entire community, including County, participating municipality, and private and non-profit sector representatives; other community partners; and the general public. Two public meetings are anticipated: one at the beginning of the update process and a second after a draft of the HMP update is available for review and consideration. B&L's project team will be available to assist in press release development and appropriate website content facilitation.

Task 2: Hazard Identification

The identification of natural hazards of concern is used to support the development of hazard mitigation actions and strategies by participating jurisdictions. Hazard event documentation will be gathered, with particular focus on the events that have occurred since the prior 2018 HMP update. Results will be compared with local knowledge and weather research to ensure that the significant natural hazards throughout Albany County are identified and understood. The County and each participating jurisdiction will identify their own lists of hazards that have affected their communities.

The focus for Albany County will be on natural hazards, such as inland flooding, coastal flooding, ordinary and extreme temperatures, drought, coastal erosion, wildfire, landslides, tsunamis, invasive species, hurricanes/tropical storms, tornadoes, severe winter storms/nor'easters, other severe weather, and earthquakes. The Albany County Climate Resiliency Plan (CRP) will help to further inform the hazard identification. B&L typically reviews and incorporates the findings from the County Emergency Preparedness Assessment (CEPA) into the HMP update, which the June 2022 CEPA will provide.

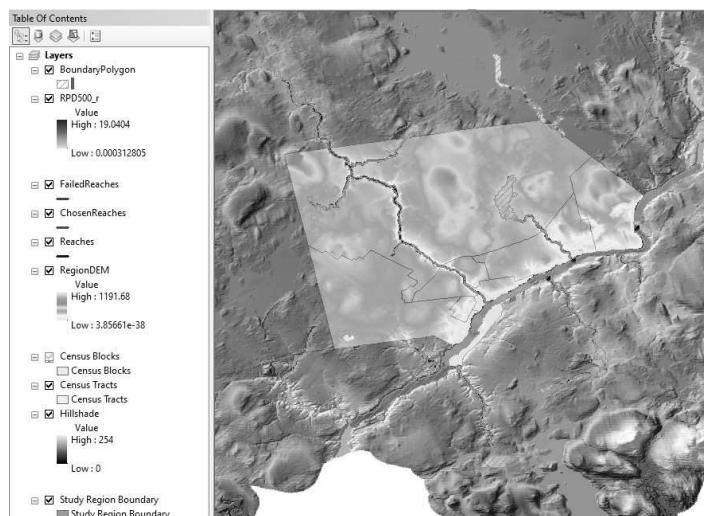
Hazard profiles will be created and included in the HMP update in association with the executive committee to detail the histories of various disaster events within the County. General profiles describing each hazard, including typical frequencies and documentation of actual countywide occurrences, will be included in the HMP update. Additional municipality-specific information will be included in each municipal annex. The annex layout allows geographic location detail and estimated damages specific to each jurisdiction to be included in a more effective way within the document.

Task 3: Vulnerability Assessment

Hazard risks and vulnerabilities will then be assessed and incorporated into the HMP update, including an analysis of climate change predications and future implications. This task looks to further identify specific locations within communities where hazard vulnerabilities are greatest, by focusing on reoccurring hazard events, hazard frequencies, and hazard histories and how resources and programs are applied in disaster mitigation and response.

Hazard Assessment from Albany County's 2018 Hazard Mitigation Plan

Municipality	Drought	Earthquake	Flood	Hurricane	Ice Jam	Ice Storm	Infestation	Landslide	Severe Winter Storm	Severe Thunderstorm/Wind	Tornado	Wildfire	Extreme Temperatures	Air Contamination	Civil Unrest	Dam Failure	Epidemic	Explosion	Fire	Fuel Shortage	HazMat - Fixed Site	HazMat - In Transit	Oil Spill	Radiological - Fixed Site	Radiological - In Transit	Structural Collapse	Terrorism	Transportation Accident	Utility Failure	Water Supply Contamination
Albany (C)		X	X			X		X	X	X				X	X	X	X	X	X		X	X	X			X	X	X	X	X
Altamont (V)	X	X	X	X	X	X			X	X			X			X										X				X
Berne (T)			X			X			X																					
Bethlehem (T)		X	X	X		X		X	X	X	X		X			X		X	X		X	X	X	X	X	X	X	X	X	
Colonie (T)	X	X	X	X				X	X	X	X	X	X																	
Cohoes (C)	X	X	X	X		X		X	X	X		X	X																	
Coeymans (T)	X		X			X		X	X	X						X		X	X	X	X	X	X		X	X	X	X		
Green Island (T/V)	X	X	X	X	X	X			X	X			X	X		X				X	X	X	X			X	X	X		X
Guilderland (T)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X
Knox (T)	X		X			X	X	X	X	X		X	X	X		X		X	X	X	X	X	X			X		X	X	X
Menands (V)			X	X	X	X	X		X	X			X	X	X	X	X	X	X	X	X	X			X	X		X	X	X
New Scotland (T)	X		X	X		X		X	X	X	X	X	X	X		X		X	X	X		X	X			X		X	X	X
Ravena (V)	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X		X	X		X	X	X		X	X		X	X	X
Voorheesville (V)	X		X	X	X	X	X		X	X		X	X	X	X	X	X	X	X			X	X			X		X	X	X
Watervliet (C)			X			X			X							X						X							X	X
Westerlo (T)	X		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X



B&L has been using FEMA's HAZUS program to estimate risks from floods, hurricanes, and earthquakes. Using models and community-specific GIS data layers, this program projects the extent of damage and geographic area of risk under different storm scenarios. The HAZUS output will be used to identify vulnerable locations within Albany County for the modeled natural hazard events. B&L has successfully updated to the 5.0 HAZUS version and applied the software changes in other HMP updates that our team has worked on.

B&L will summarize and update overall vulnerability for each hazard type in terms of potential physical and economic damage to existing structures and critical infrastructure and facilities. Jurisdictional annexes will include existing and future buildings, infrastructure, critical facilities, and other resources within each community. The asset lists from the 2018 HMP will be used as a baseline, and B&L will work with each jurisdiction and the County to make needed updates and revisions based on existing developments and events that have occurred over the past five years.

Additional data will be gathered and analyzed to help identify physically vulnerable populations and facilities as well as socially vulnerable populations. B&L will assess the potential consequences of the profiled hazards on the County and municipally owned assets.

An important phase of the HMP update will be assessing the natural environment, future development, and impacts on the County's vulnerability. A key resource will be available build-out models; to the extent such are available. In assessing future vulnerability to disasters, consideration will be given to other land use and development trends, such as local laws and ordinances and available building permit data. B&L employs ArcGIS



Community Analyst to utilize Esri Demographics for mapping and analyses of various demographic information for the creation of visually appealing, customizable infographics and reports. Relevant information will be reviewed and extracted from existing reports and studies, land use ordinances, and available existing plans.

Task 4: Capability Assessment and Resource Integration

A review of County and local jurisdiction planning mechanisms and capabilities will be completed, which includes existing building codes, land use development ordinances, and other relevant plans, studies, reports, and technical information. The County Planning Department, Office of Emergency Management, Department for Aging, Departments of Health and Social Services, Public Works, and Soil and Water Conservation District may already have collected information and prepared plans relevant to a vulnerability assessment. Local stakeholders from the 19 municipalities will also identify their planning mechanisms and capabilities through the individual municipal interviews. The B&L project team will review and evaluate the current 2018 HMP with assistance from County and municipal partners.

Our approach includes consideration of FEMA's new policy guide, recognizing the important role of adopting and enforcing building codes and land use ordinances and the impacts of climate change, climate inequality, and disadvantaged communities. Our team will review and discuss changes that have occurred since the 2018 HMP to focus current hazard mitigation needs with municipal representatives, such as building officials, code enforcement officers, zoning enforcement officers, floodplain coordinators, planners, public safety and department of public works personnel, emergency management personnel, public safety staff, and the hazard coordinator. We understand the limited capacity and resources that many municipalities face and that not all of these positions are filled or in existence. Our team will work diligently to guide each jurisdiction through the process steps and collect the necessary information in an efficient manner. This approach gives us the best opportunity to ensure each municipality's concerns and voices are heard and understood.

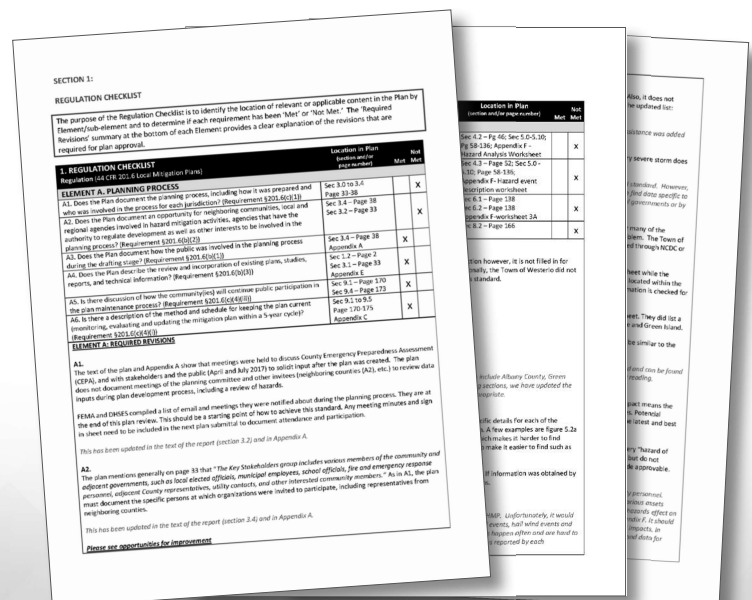
Opportunities and processes to incorporate the HMP update into existing and future initiatives, documents, and goals at the County and local levels will be identified and included in the plan as appropriate after discussion with



the executive committee and jurisdiction representatives. The CEPA and CRP information will also be helpful in confirming County capabilities and identifying physical and social areas that may need improvement. Information from appropriate municipal and County representatives and personnel will be collected to better understand the County's resources and needs. Our team will review and consider New York State's most recent hazard mitigation plan, the 2019 New York State Hazard Mitigation Plan, for information specifically related to Albany County.

Task 5: Mitigation Strategy and Actions, and Plan Integration

B&L will work with the County and participating jurisdictions to create meaningful and informed hazard mitigation goals and strategies. The most recent FEMA and NYS DHSES worksheets will be used to develop



Sample DHSES worksheets

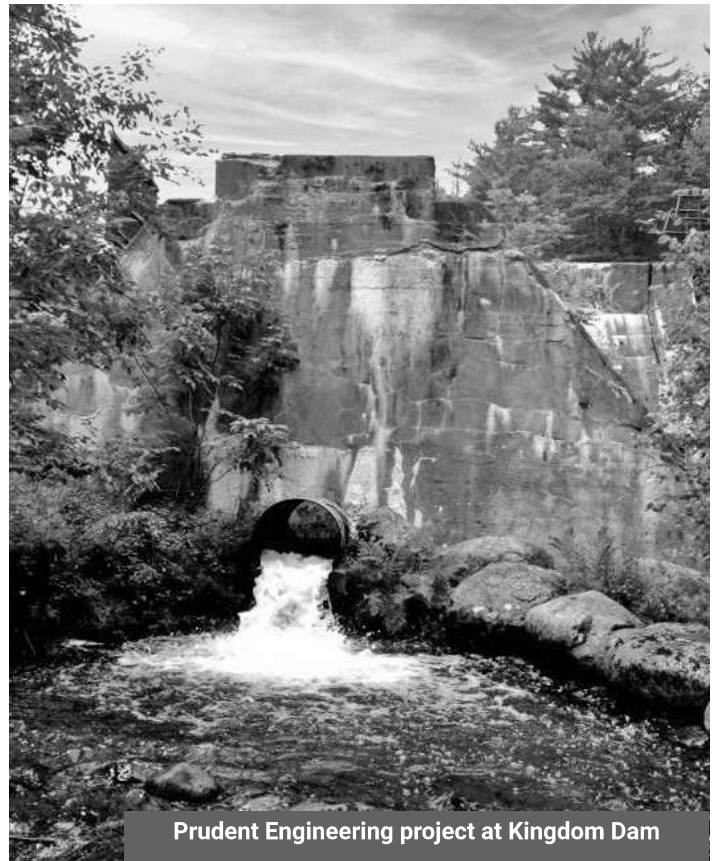
mitigation actions specific to each jurisdiction and its vulnerabilities and highest-ranking natural hazards. FEMA, NYS DHSES, and the state's hazard mitigation plan will be consulted to ensure a comprehensive consideration of goals and strategies is included, along with other relevant local and regional strategies such as CEPA and the CRP. B&L is familiar with the HHPD worksheets and can assist the County in their completion through proper emergency action plan/engineering assessment review in order to qualify for the rehabilitation of High Hazard Potential Dam (HHPD) Grant Program.

Mitigation actions will be included as appropriate by each participating jurisdiction to cover the hazards for which risk and exposure were identified through the vulnerability assessment. These actions will be collectively compiled and displayed in a table within the main body of the HMP update. It is understood that formulating meaningful and customized mitigation actions for each participating jurisdiction is a priority for this HMP update. An approach that our team has found useful is the County Mitigation Action Roundtable. This format can be used to discuss and update mitigation actions across departments while also being facilitated to review plan goals using online engagement tools. Through our proposed hybrid meeting approach, we will be able to collect data specific to each jurisdiction and identify mitigation actions that directly respond to their needs and address risk.



Chautauqua County hazard mitigation plan roundtable

Together with the assistance of Prudent Engineering, mitigation actions proposed by each participating jurisdiction will be analyzed and prioritized to ensure that they are well thought out and ready for implementation should future funding opportunities present themselves. Working in cooperation with the 19 municipalities in the County, B&L and Prudent Engineering will help to develop these actions and advance best practices and logical actions to reduce exposure and risk from hazards.



Prudent Engineering project at Kingdom Dam

Implementation details will be collected and included to identify potential funding sources, primary and secondary agencies involved, and the timeframe and estimated cost anticipated for each action. A simple cost-benefit analysis exercise will be completed with each jurisdiction so that the proposed actions can be appropriately prioritized. This prioritization step will help to focus each municipality's initiatives moving forward through the next five-year hazard mitigation planning cycle. These planning steps and conclusions will be thoroughly documented in the HMP update and specifically in each municipality's annex.

Task 6: Implementation and Plan Maintenance

The executive committee will be charged with ensuring that evaluation measures are consistent with the Disaster Mitigation Act of 2000 (DMA-2000). As noted above, the mitigation plan document should be reviewed, evaluated, and updated every five years to allow participants to remain eligible to apply for and potentially receive funding through programs such as Building Resilient Infrastructure Communities (BRIC), Hazard Mitigation Grant Program (HMGP), and Flood Mitigation Assistance (FMA). B&L will assist the executive committee in creating a method and schedule to allow for effective and efficient monitoring, evaluation, and updating of the HMP

update so that the County has a good start toward its next five-year update. Our team will provide an implementation matrix to track and report on successes of the mitigation measures. Metrics will be developed for project tracking in order to meet specific targets and goals.

Task 7: Update Plan

As B&L receives data and information through the steps above, we will develop an initial draft of the County's HMP update. We anticipate that our draft of the plan update will be presented to the executive committee by January to February 2024. Each participating jurisdiction will have an opportunity to review and comment on their individual municipal annex before finalization. The second public meeting will be held at this time within the process to receive additional feedback and respond to questions.

Once a complete draft is together and has been fully vetted, the final HMP update will be submitted electronically to the NYS DHSES for their review. We will also include a complete copy of the FEMA hazard mitigation plan review tool that includes section and page numbers for easy plan review by NYS DHSES. B&L will present the final report with suggested changes incorporated to members of the Executive Committee, Albany County Legislature, and other invited local officials.

Comments and edits requested by the NYS DHSES will be reviewed and completed to finalize the Albany County HMP update. Any remaining comments from the

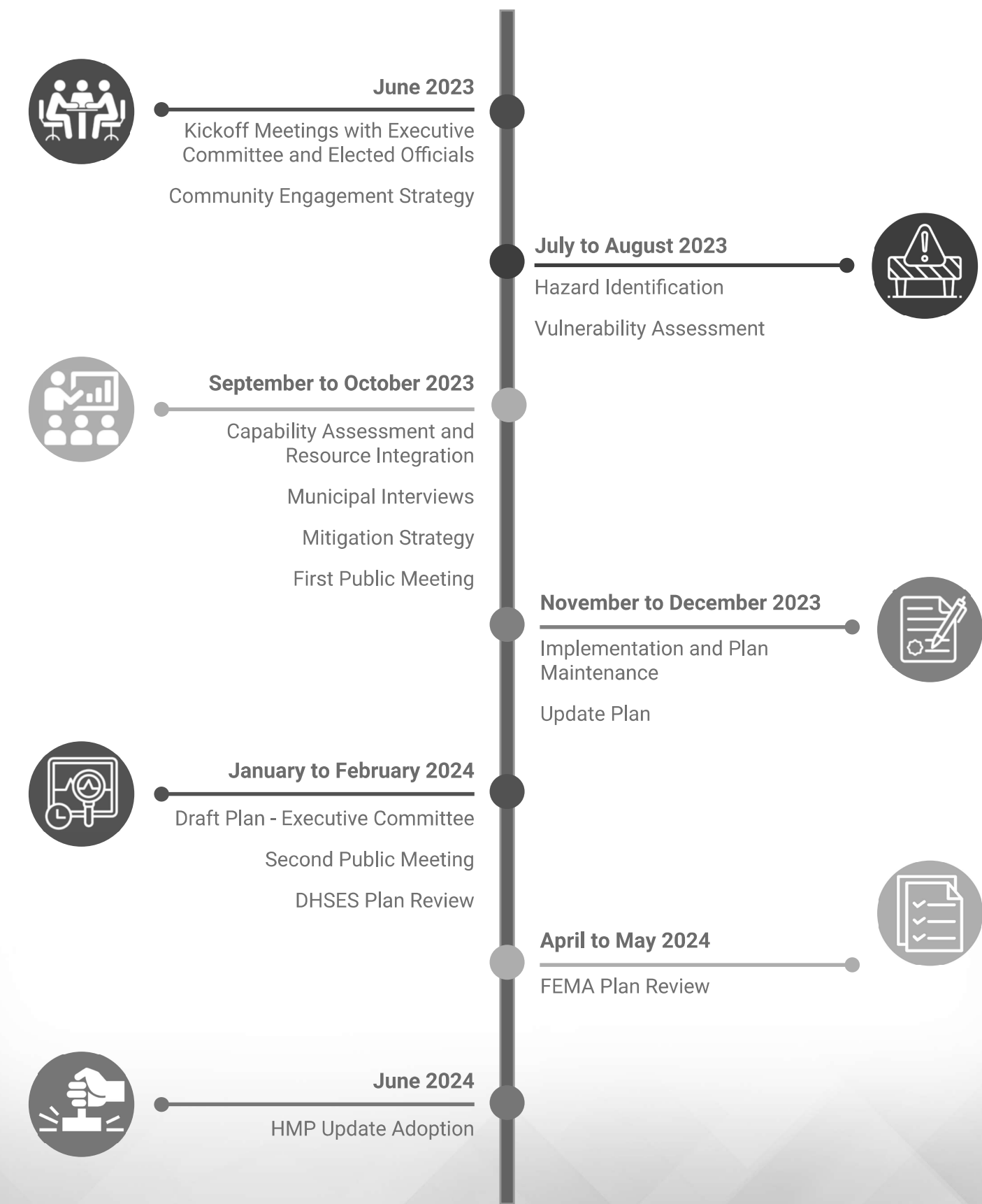
executive committee, participating partners, the public, or other stakeholders will be incorporated into the document at this juncture. The review tool will be updated as necessary, and the final versions will be sent back to the NYS DHSES for approval and subsequent submission to FEMA for their review and approval. We understand that the project will not be considered complete until the plan update has been approved by FEMA. Submission of the final plan update to NYS DHSES and FEMA is slated to occur by April to May 2024. Formal plan adoption through an issued resolution by each participating jurisdiction will be required to close out the plan adoption process after state and federal agency approval.

Task 8: Plan Adoption

Our approach with individual jurisdictional meetings creates an environment where municipalities understand the importance of participating and formally adopting the plan. B&L will work closely with the executive committee to coordinate and collect the cumulative expertise and institutional memory from representatives of each jurisdiction during the HMP update phases. Our experience has shown that working across municipal departments – such as with planning and zoning board representatives, highway superintendents, building department and code enforcement officers, police and fire departments, and public health and emergency services personnel – will create more meaningful dialogue and improved awareness about the hazard mitigation planning process and plan adoption.



Schedule





Section V:

Cost Proposal Section

2023 Albany County Hazard Mitigation Plan

Barton&Loguidice

Cost Proposal Section

B&L's cost proposal is included on the following page



Albany County
2023 Hazard Mitigation Plan
 2023 Standard Rates (NY Tier 3)

Task	Barton & Loguidice												Prudent Engineering			Cost		Expenses		Total																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																															
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PROJECT TOTAL \$ 189,000



Section VI:

Mandatory Documentation

2023 Albany County Hazard Mitigation Plan

Barton&Loguidice

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: 2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP Number: 2023-039

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
April 20, 2023	# 1

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) Proposer Qualification Questionnaire (Attachment "E")
7. Communication concerning this Proposal shall be addressed to:

Donald H. Fletcher

10 Airline Drive, Suite 200

Albany, New York 12205

Phone: 518-218-1801

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: 2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP Number: 2023-039

COMPANY: Barton & Loguidice, D.P.C.

ADDRESS: 10 Airline Drive, Suite 200

CITY, STATE, ZIP: Albany, New York 12205

TEL. NO.: 518-218-1801

FAX NO.: 518-218-1805

FEDERAL TAX ID NO.: 16-1020368

REPRESENTATIVE: Donald H. Fletcher

E-MAIL: dfletcher@bartonandloguidice.com

SIGNATURE AND TITLE:  Senior Vice President

DATE: April 18, 2023

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

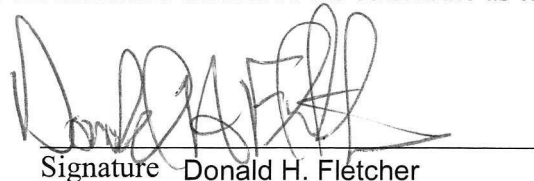
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature Donald H. Fletcher

Senior Vice President

Title

Barton & Loguidice, D.P.C.

Company Name

April 18, 2023

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

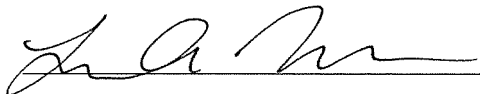
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 18th day of April, 2023, before me personally appeared Donald H. Fletcher to me known, who, being by me sworn, did say that he resides at (give address) 10 Airline Drive, Suite 200, Albany, New York 12205; that he is the (give title) Senior Vice President of the (name of corporation) Barton & Loguidice, D.P.C., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

LEIGH ANN MURPHY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6424730
Qualified in Rensselaer County
My Commission Expires 11-08-2025



Notary Public, State of New York

Qualified in Rensselaer County

Commission Expires 11/8/25

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: Barton & Loguidice, D.P.C. ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Barton & Loguidice, D.P.C.		3. IDENTIFICATION NUMBERS a) FEIN # 16-1020368 b) DUNS # 05-372-6253	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) https://www.bartonandloguidice.com/	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 443 Electronics Parkway, Liverpool, New York 13088		7. TELEPHONE NUMBER 315-457-5200	8. FAX NUMBER 315-451-0052
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Donald H. Fletcher Title Senior Vice President Telephone Number 518-218-1801 Fax Number 518-218-1805 e-mail dfletcher@bartonandloguidice.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME John F. Brusa, Jr.	TITLE President & CEO	b) NAME Richard A. Straut	TITLE Executive Vice President
c) NAME Matthew J. Schooley	TITLE Executive Vice President	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>			☒ Yes ☐ No
Richard Straut, Mayor, Village of Voorheesville, July 2021 to Present			
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>			☐ Yes ☒ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☒ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

FEIN # 16-1020368

State of: New York)
) ss:
County of: Albany)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business
Barton & Loguidice, D.P.C.
Address
10 Airline Drive, Suite 200
City, State, Zip
Albany, New York 12205

Signature of Owner _____

Printed Name of Signatory Donald H. Fletcher

Title Senior Vice President

Sworn before me this 18th day of April, 2023;
[Signature]
 Notary Public

LEIGH ANN MURPHY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MU6424730
Qualified in Rensselaer County
My Commission Expires 11-08-2025

Printed Name

Signature

Date _____

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature Donald H. Fletcher

Senior Vice President

Title

April 18, 2023

Date

Barton & Loguidice, D.P.C.

Company Name



The Experience to **Listen**. The Power to **Solve**.

bartonandloguidice.com

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

OFFICE OF THE COUNTY EXECUTIVE



RFP# 2023-039

2023 ALBANY COUNTY HAZARD MITIGATION PLAN

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION**

**PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

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

TITLE: 2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP NUMBER: RFP-2023-039

Receipt Confirmation Form

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

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

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

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

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

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

☐ **Yes** / ☐ **No**

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

Fax Number: _____ E-Mail: _____

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

NON-PROPOSER RESPONSE

RFP #2023-039

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2023-039**

Sealed Proposals for 2023 Albany County Hazard Mitigation Plan as requested by the Office of the County Executive will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, April 28, 2023.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on Thursday, April 6, 2023

Pamela O Neill
Purchasing Agent

Dated: March 29, 2023
Albany, New York

PUBLISH ONE DAY – **Thursday, April 6, 2023** -- THE EVANGELIST
PUBLISH ONE DAY – **Thursday, April 6, 2023** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
2023 ALBANY COUNTY HAZARD MITIGATION PLAN
OFFICE OF THE COUNTY EXECUTIVE
RFP #2023-039

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for the **2023 Albany County Hazard Mitigation Plan as requested by the Office of the Albany County Executive.**
- 1.2 The purpose of updating the Albany County Multi-Jurisdictional Hazard Mitigation Plan is to provide Albany County and its encompassing jurisdictions with an all-hazard mitigation plan that meets the requirements and approval of the Federal Emergency Management Agency (FEMA) and the New York State Division of Homeland Security and Emergency Services (DHSES), so as to ensure and demonstrate the jurisdictions' commitment to identify and reduce risks from natural and other hazards, serving as a guide for decision-makers as they commit resources to reduce the effects of natural hazards.
- 1.3 As described in the Federal Register (Volume 67, Numbers 38 and 190, dated February 26, 2002 and October 1, 2002 respectively), Section 322 of the Disaster Mitigation Act of 2000 requires that all local governments adopt an approved All-Hazard Mitigation Plan to be eligible to receive future hazard mitigation grant funding. Local plans will also serve as the basis for the State to provide technical assistance and to prioritize project funding." The draft plan will be submitted to FEMA and DHSES for their review and comment. Key objectives of hazard mitigation planning include underlining the value of mitigation planning, aligning with FEMA and DHSES strategic priorities such as climate change, future conditions and equity, connecting mitigation planning to community planning and building codes, supporting integration with FEMA programs and updates, incorporate feedback from stakeholder engagement sessions, and streamlining the plan review and approval process. Further instruction in regards to the development of the plan will be located in the detailed scope of work, however the general outline should contain the following:
 - Organization of the planning effort.
 - Hazard Identification and Risk Assessment.

- Vulnerability Assessment.
- Capability Assessment and Resource Integration.
- Mitigation Strategy and Actions, and Plan Integration.
- Implementation and Plan Maintenance.
- Draft Plan.
- Plan Adoption.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, April 28, 2023** at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

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

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your firm.
- 3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.
- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your firm's experience with development of large-scale hazard mitigation planning.
- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.
- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
- 3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 Approach

This Hazard Mitigation Plan (HMP) update provides an opportunity for Albany County and its municipalities to develop a new comprehensive risk assessment and to outline proposed mitigation actions to minimize the costs and impacts of future disaster events. The goal is to reduce future disaster damages, public expenditure, private losses, and community hazard vulnerability.

The Albany County HMP is designed to help the County and municipalities perform well-organized tasks while encouraging collaboration, the application of the best available data, and resource efficiency. These planning tools will be utilized to aid in state and federal plan assessment, as well as to guide and track planning procedures. To reduce risks and increase

resilience, it assesses existing hazard mitigation and climate adaptation capabilities. The plan lays out a strategy for implementation and evolution as things are to change with time. As detailed below, this strategy will improve the multi-jurisdictional planning process by fostering methodical, iterative planning activities and outcomes.

4.2 **Tasks**

The scope of work is divided into eight primary task areas in order to achieve the HMP's goals. The nature of the activities and deliverables planned under each task is described below.

Task 1: Organize the Planning Effort

Task	Task/Deliverable
1	Organize the Planning Effort
1.1	Confirm Participating Jurisdictions.
1.2	Establish Project Team.
1.3	Establish Executive Committee.
1.4	Establish Key Stakeholders Group.
1.5	Establish Overall Framework for Planning Process.
1.6	Collect/document existing resources (plans, studies, authorities, policies, programs) from jurisdictions and outside stakeholders. Use the County Profile from the Albany County Climate Resiliency Plan as a foundation.
1.6.1	Review feedback from FEMA and DHSES for current/previous/lapsed approved HMP.
1.6.2	Consider High Hazard Potential Dam in planning process.
1.7	Solicit input from public, stakeholders and neighboring jurisdictions.
1.8	Document input received from public, stakeholders and neighboring jurisdictions (add to task at determined stages of process).
1.9	Inventorying and reviewing planning and technical resources.

The HMP for Albany County includes participation from seventeen (17) jurisdictions located within, and including, Albany County. Participants include Albany County, the Cities of Albany, Cohoes, and Watervliet; Towns of Berne, Bethlehem, Colonie, Coeymans, Guilderland, Knox, New Scotland, and Westerlo; the Town/Village of Green Island; and the Villages of Altamont, Menands, Ravena, and Voorheesville.

During the last update to the HMP, three groups were created to assist in various facets of information collection and document preparation and review: Executive Committee, Project Team, and Key Stakeholders. The same organizational structure will be re-applied. An Executive Committee will be led by the County Executive's Office. Representatives from the contracted consultants, Albany County Office of Emergency Management, Albany County Office of Economic Development, Conservation, & Planning, Albany County Department of Public Works, Albany County Department of Parks and Recreation, Albany County Division of Information Services, Albany County Storm-water Coalition, and Albany County Real Property Services will make up the rest of the Executive Committee. Members of the Executive Committee are chosen and invited to take part in the update process based on their expertise and areas of interest. The Executive Committee is in charge of overseeing the project, analyzing all consultant data and information, scheduling meetings,

and reviewing and approving hazard identification/mitigation data. Agency representatives, i.e. municipal staff, from the participating jurisdictions' lead agencies for this engagement will make up the Project Team. Incorporating feedback from the FEMA Review Tool, the updated HMP will include a complete list of participants from each jurisdiction, including the position/title, name of agency/organization, and jurisdiction that the individual represents. Various members of the community and surrounding governments, such as local elected officials, municipal staff, school authorities, other County representatives, fire and emergency response personnel, utility contacts, and other interested community members, make up the important Stakeholders group. The stakeholder's group is added to a contact database and invited to all project-related meetings, workshops, and public information sessions on a regular basis. Incorporating feedback from the FEMA Review Tool, the County will place a greater emphasis on widely publishing details on how stakeholders and the public can attend and participate in public comment and stakeholder meetings. Meetings with these three groups of selected and interested individuals will be held at strategic points throughout the HMP development process.

Additionally, Albany County intends to review the risk profile, mitigation options, and funding sources available for high hazard potential dams in the County. As part of the HMP planning process, the County and stakeholders will review existing plans, studies, reports, and technical information for high hazard potential dams. We will coordinate with the NYSDEC's dam safety program, local municipalities, and private dam owners.

Task 2: Hazard Identification

2	Hazard Identification and Streamlined Risk Assessment
2.1	Review Previous Hazard Selection.
2.2	Conduct County Emergency Preparedness Assessments.
2.3	Assess and review additional information (consultations with community experts, online information, public meetings, etc.) regarding hazards in the County.
2.4	Update list of Hazards of Concern, and rationale for inclusion/omission of hazards.
2.5	Describe each Hazard of Concern.
2.5.1	Update Location, if needed (or confirm previous).
2.5.2	Update Potential Extent (Magnitude), if needed (or confirm previous).
2.5.3	Update Significant Hazard Events since last plan using best available data AND community input.
2.5.4	Update Future Probability Estimate, if needed (or confirm previous).
2.6	Document Relationship to Other Hazards.
2.7	Document Impact of Climate Change to Hazards.

Using the information from the County's recently developed Climate Resiliency Plan (CRP) and New York State Division of Homeland Security and Emergency Services' (DHSSES) County Emergency Preparedness Assessment (CEPA), the Executive Committee and Project Team will review and update the 2018 HMP's list of hazards of concern. Hazard identification entails identifying all potential dangers, documenting their geographic scope, likelihood of occurrence, and expected intensity. This phase will also include the most up-to-date information on climate projections and indicate the predicted consequences for each hazard, as included in the County's Climate Resiliency Plan. Albany County also intends to review the risk profile, mitigation options, and funding sources available for high hazard

potential dams in the County. As in 2018, at a minimum Albany County anticipates reviewing the following natural hazards: inland flooding, coastal flooding, ordinary and extreme temperatures, drought, coastal erosion, wildfire, landslides, tsunamis, invasive species, hurricanes/tropical storms, tornadoes, severe winter storms/nor'easters, other severe weather, and earthquakes.

During a risk assessment session monitored by DHSES, all applicable hazards were examined, reviewed, and scored utilizing the CEPA methodology in June 2022. As part of the June 2022 update, DHSES hosted a virtual meeting between State and local Subject Matter Experts to review and assess local hazard and capacity information, as well as potential resource shortfalls. Furthermore, natural, technical, and human-caused disasters were rated on the probability and severity of their impact (consequence). Albany County will use the information gleaned from the June 2022 CEPA to incorporate into the HMP and to inform which hazards require more in-depth review.

After cross-referencing the hazards identified through CEPA and the CRP, the Executive Committee will host a series of meetings with Project Team representatives from each jurisdiction to describe hazards, disaster events, assess risks, and identify critical assets and infrastructure.

Task 3: Vulnerability Assessment

3	Vulnerability Assessment
3.1	Update population at risk.
3.2	Document development since last plan in hazard prone areas for implications on risk and Vulnerability.
3.3	Document anticipated future development.
3.4	Document Critical Facilities/Infrastructure in hazard areas (recommend using the Albany County asset inventory in the Albany County Climate Resiliency Plan as a foundation).
3.4.1	Consider eligible high hazard potential dams in the risk assessment.
3.5	Assess/Document vulnerability of Critical Facilities/Infrastructure.
3.6	Update status of previously identified actions and identify implications to risk and for strategy development.
3.7	Identify locations for intermediate & long-term housing.
3.8	Identify locations of shelters & evacuation routes.
3.9	Examine Floodplain Management.

A vulnerability assessment will be done once the risks have been identified and profiled to offer a quantitative estimate of the persons and property that may be vulnerable to a specific hazard event. This activity will also make use of the data gathered during the hazard identification phase and combine it with data on the properties and populations affected by the hazard. Both existing and future development will be examined during Task 3.

Each participating jurisdiction in Albany County will be asked to compile data on the occurrence of risks in their area and to assist in identifying the most vulnerable locations. This data will be coupled with data from FEMA on the relative cost of damages recorded for various designated catastrophic events in the state.

The County and participating municipalities will complete a vulnerability assessment that includes physical and nonphysical assets, functions, and demographic categories. The initial

quantitative vulnerability assessment will factor for the social vulnerability of residents, which is estimated by socioeconomic factors that indicate a higher susceptibility of residents being impacted by hazards. The County's ability to withstand natural hazards and climate impacts, its ability to run remotely, and its status of combining natural hazard mitigation and climate adaptation will also be discussed.

In its update to the HMP, Albany County intends to review the risk profile, mitigation options, and funding sources available for high hazard potential dams (HHPD) in the County. As part of the vulnerability assessment, for each eligible HHPD ultimately included in the hazard mitigation plan – particularly Class B and Class C dams – Albany County will coordinate with dam owners and state dam safety officials to determine which issues/risks the dam is facing, including:

- Potential cascading impacts of storms, seismic events, landslides, wildfires, etc. on dams that might affect up and downstream flooding potential in terms of breach, non-breach, and residual risks.
- Potential significant economic, environmental, or social impacts as well as multi-jurisdictional impacts from a dam incident.
- Location and size of populations at risk from eligible HHPDs, as well as potential impacts to institutions and critical infrastructure / facilities / lifelines.

Albany County will work with municipalities and private dam owners to inventory Emergency Action Plans (EAPs) to confirm they're complete and available, and incorporate that into the HMP's risk and vulnerability assessments.

Task 4: Capability Assessment and Resource Integration

4	Capability Assessment and Plan Synthesis
4.1	Review previously prepared capability assessments.
4.2	Identify opportunities for integration of existing resources into HMP and mitigation strategies.
4.3	Review plans identified in existing resources for consistency and/or conflicts.
4.4	Conduct analysis of County's capabilities.
4.5	Describe ability to expand capabilities.
4.6	Identify and assess planning and regulatory, administrative and technical, and fiscal capabilities.

In the last HMP, each participating municipality was asked to prepare a capability assessment. The capability assessment is a breakdown of a community's missions, programs, and policies, as well as an evaluation of the community's ability to carry them out. These capability assessments looked at individual municipalities' overall ability to design and administer a comprehensive mitigation strategy that incorporates a variety of mitigation measures. The assessments identified the strengths, limitations, and resources in the context of a successful hazard mitigation program. A capability assessment should also assess each community's capacity to proactively pursue grants related to hazard mitigation and resilience, which will help identify opportunities for the County to assist with the development of coordinated inter-municipal grant applications.

Using the recently completed Climate Resiliency Plan as a model, and building off the lessons the County learned during the plan’s development, the reinventorying, review and integration of existing local plans and resources will set a foundation for identifying and coordinating shared objectives and planning mechanisms. The Executive Committee will work with its own members and the Project Team to compile and synthesize existing plans that impact hazard mitigation, including comprehensive plans, stormwater management plans, etc. This plan synthesis will uncover major related themes, potential gaps and opportunities for inter-jurisdictional collaboration on hazard mitigation, such as floodplain management (the County’s most frequent hazard) and heat stress. It will be a baseline for each municipality to update their capability assessments – to better understand how local resources and capacities might contribute to shared mitigation efforts, and how they changed since 2018. This synthesis of existing plans and assessments will generate broad strategies and specific actions for the HMP update.

Each municipality/government within the County varies greatly – in terms of resources and structures in place that can advance hazard mitigation and reduce vulnerabilities. In an effort to better understand the holistic capabilities of the County’s municipalities, each Project Team and Executive Committee representative will be tasked with updating their respective capability assessments in support of the development of a mitigation strategy that is realistic and implementable by finding alignment with the common goals, objectives, and actions identified during the plan synthesis/review. This approach will be especially useful in Albany County’s update to its multi-jurisdictional plan. We recognize that local capability varies widely and that each community has a unique capacity to reduce the impacts of hazard events; but, the County can attain better outcomes through advance planning, coordination, and collaboration among its municipalities.

Task 5: Mitigation Strategy and Actions, and Plan Integration

5	Mitigation Strategy and Actions, and Plan Integration
5.1	Review and confirm/ update mitigation goals and objectives.
5.2	Describe any shifts in priorities; if none, state this clearly.
5.2.1	Consider High Hazard Potential Dams among the mitigation goals and actions.
5.3	Identify mitigation capabilities and evaluate their capacity and effectiveness to mitigate and manage hazard risk.
5.4	Identify progress on previous County and local mitigation strategies.
5.5	Develop Problem Statements.
5.6	Document criteria for evaluating options to solve problems and identify options to address each problem.
5.7	Develop updated County and local mitigation strategies.
5.8	Prepare an implementation strategy, including the prioritization of projects and initiatives in the updated mitigation strategy.
5.8.1	Identify responsible department, timeframe for implementation, potential funding sources.
5.9	Describe steps to integrate mitigation into other plans and to consider hazard mitigation in routine decisions.

Albany County intends to develop a comprehensive list of action-oriented recommendations through Task 5 by ensuring the HMP update integrates with other planning done locally, or

at the County level (see Task 4 – Plan Synthesis). The prime objective of setting hazard mitigation goals is to reduce or eliminate losses and damages from hazard events. Previously, participating jurisdictions have shared a variety of mitigation measures to lessen the impact of probable hazard events.

The plan synthesis from Task 4 will be used to draft new or update 2018 HMP problem statements, goals and strategies for hazard mitigation, and specific actions that may be taken to address adverse hazard risks over the next five years. In the 2018 HMP, the County and its municipalities identified a total of 81 objectives. As part of the update, each jurisdiction will consider mitigation actions undertaken during the last 5 years in relation to those objectives, whether objectives should remain or have changed, and any potential actions they can take to advance the 2018 HMP objectives, or any new shared objectives identified through the 2022 plan review. Incorporating feedback from the FEMA Review Tool, each municipality will also provide a list of mitigation actions and the designated department(s) and staff responsible for implementation and oversight following the updated Hazard Mitigation Plan’s approval. Updates on implementation of the mitigation actions will be reviewed periodically as part of plan maintenance

In its update to the HMP, Albany County intends to review the risk profile, mitigation options, and funding sources available for high hazard potential dams (HHPD) in the County. As part of the mitigation strategy, Albany County hopes to link proposed actions related to HHPDs to reducing long-term vulnerabilities. Furthermore, as a newly identified priority, Albany County will consider explicitly defining mitigation actions and entities/agencies responsible for implementation to reduce vulnerabilities from eligible HHPDs that pose an unacceptable risk to the public. Potential actions may include:

- Rehabilitating and/or removing dams.
- Adoption and enforcing land use ordinances in inundation zones.
- Acquiring and/or elevating structures, and/or acquiring easements in inundation zones.
- Implementing flood protection measures, such as berms, floodwalls, or flood-proofing, in inundations zones.
- Preserving open space in inundation zones.
- Establishing annual presentations on the NFIP program for communities residing near the floodplain or inundation zones who wish to join the program.

Tasks 6: Implementation and Plan Maintenance

6	Implementation and Plan Maintenance
6.1	Plan monitoring and evaluation.
6.2	Plan updating.
6.3	Provide an implementation schedule.

6.4	Outline steps for continued public involvement.
6.5	Involve the public.
6.6	Plan integration.

The mitigation plan will be a living document to guide Albany County and its municipalities over the next five years. Maintaining the plan ensures attention is placed on mitigation actions. Once the plan is completed in 2023, major revisions to the plan are not likely to be needed until 2028, but new risk information may become available or circumstances may occur which warrant changes to the plan. The HMP update will describe processes for monitoring, evaluating and updating the HMP, as well as identify department(s) and staff responsible for implementation and oversight of any actions (both at the County and municipal levels).

The plan maintenance process will document and assess the status of each mitigation action, changes to community risk, recent or newly planned development, integration with other planning mechanisms, continued stakeholder and public engagement and impacts from hazard events over the five-year lifecycle of the plan.

Tasks 7: Update Plan

7	Update Plan
7.1	Update pertinent sections of the plan, including appendices.
7.1.1	Add hazard related details that were collected during annual meetings.
7.2	Publish updated draft plan for review on county website and other accessible locations.
7.3	Hold Executive Committee meeting(s) to discuss and revise plan update.
7.4	Hold meetings and discussions with participating jurisdictions to update information relevant to each jurisdiction's previous risk assessment.
7.5	Discuss how the HMP actions, strategies, and other information has been incorporated into local planning mechanisms since the last plan update.
7.6	Hold public information meeting(s) to solicit comments on plan update.
7.6.1	Document comments.
7.8	Submit final draft to NYSDHSES for review.
7.9	Complete revisions and respond to comments, if necessary.
7.9.1	Submit plan update to NYSOEM/FEEMA for pre-approval.
7.10	Complete FEMA comments, if necessary, and resubmit.

All planning participants, stakeholders, and the general public will have the chance to evaluate, amend, and comment on the plan's written portions. Additional feedback and input from planning partners, stakeholders, and the general public will be considered and incorporated into the plan. The County will work to widely publish details on how stakeholders and the public can attend and participate in public comment and stakeholder meetings. Before submitting the final plan to NYSDHSES and FEMA, the Executive Committee will submit the draft to NYSDHSES for review.

The County will place additional emphasis on incorporating recommendations from the 2018 HMP FEMA Review Tool into the update. For example, the update will have a Table of Contents for Appendices. Moreover, an index for any large documents in the Appendix will be created to assist with understanding how those supplemental materials interplay with the HMP. Please see Appendix for additional detail on the County’s HMP Review Tool (which feedback will be incorporated in the update to the HMP).

Task 8: Plan Adoption

8	Plan Adoption
8.1	County and participating municipalities pass resolutions accepting the plan update – include these in HMP Appendix A.

Albany County communities' commitment to implementing the mitigation strategy will be demonstrated through the adoption of the HMP, which permits municipalities to carry out their respective duties. A final plan will not be approved until each community has adopted it and FEMA has received formal adoption papers from the County and the municipalities requesting approval.

The Executive Committee will provide the necessary materials to support each municipalities’ unique legislative adoption process. However, it will be contingent on each Project Team and the chief elected officials representing the municipalities participating in the HMP update to adopt the plan locally. Local plan adoption is a requirement for application to many FEMA grants and other federal and state funding opportunities. From the County perspective, the County Executive’s Office will guide the adoption of a resolution accepting the HMP update through the County legislature.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be from date of contract execution until completion of all work under the contract.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

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

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

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

SECTION V:

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

SECTION VI:

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

SECTION 8: PROPOSAL EVALUATION

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

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Executive's Office. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer's comprehension of the required (work) Scope of Services.	20%
Professional qualifications and prior experience in large-scale hazard mitigation projects.	20%
Cost Proposal.	20%
Proposer's demonstrated capabilities (equipment, financial solvency, location).	15%
Client references.	15%
Staffing – (Evaluation of employee's resumes).	10%

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

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

SECTION 9: SECTION NOT IN USE

SECTION 10: ALTERNATIVES

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

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill

Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

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

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

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

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

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

- (a) Albany County shall be named as an additional insured on all liability policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent

of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: SECTION NOT IN USE

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.

21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

21.3 In an effort to assist Proposers with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

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

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

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

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

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

- (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

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

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: SECTION NOT IN USE

SECTION 27: SECTION NOT IN USE

SECTION 28: SECTION NOT IN USE

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: 2023 ALBANY COUNTY HAZARD MITIGATION PLAN

RFP Number: 2023-039

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

- (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
- 6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment “A”)
 - (b) Acknowledgment by Bidder (Attachment “B”)
 - (c) Vendor Responsibility Questionnaire (Attachment “C”)
 - (d) Iranian Energy Divestment Certification (Attachment “D”)
 - (e) Proposer Qualification Questionnaire (Attachment “E”)

- 7. Communication concerning this Proposal shall be addressed to:

Phone: _____

- 8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: 2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP Number: 2023-039

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the _____ (give title) _____ of the _____ (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes	☐ No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes	☐ No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes	☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

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

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved



MBE



WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm’s efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

COUNTY OF ALBANY

2023 ALBANY COUNTY HAZARD MITIGATION PLAN

RFP# 2023-039

ADDENDUM #1

April 20, 2023

The following Addendum No. 1 consisting of twenty (20) pages (including this cover page) is hereby issued on the 20th day of Month Year, in connection with the Request for Proposal number 2023-039 as requested by the Office of the County Executive.

COUNTY OF ALBANY

**2023 ALBANY COUNTY HAZARD MITIGATION PLAN
RFP# 2023-039**

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Do you have a grant that you are using for this project or are you using the County's budget?

RESPONSE #1: Yes, the funding award is from the New York State Division of Homeland Security and Emergency Services (DHSES) for the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program for Presidential Disaster Declaration DR-4567. There is a percentage County match funding.

ITEM #2: What is your budget limits for this project?

RESPONSE #2: The total budget is just under \$175,000 with a \$20,000 County match.

ITEM #3: What is your due date for FEMA Approval?

RESPONSE #3: The FEMA hazard mitigation assistance guide indicates that recipients have 120 days from the beginning of the period of performance to submit final reports.

ITEM #4: What is your due date for Plan Adoption (8.1)?

RESPONSE #4: The current County hazard mitigation plan expires on 10/2/23.

ITEM #5: What is the County's budget for the specified hazard mitigation planning services?

RESPONSE #5: The County budget allocates \$20,000 for hazard mitigation planning services, in addition to approximately \$175,000 in FEMA grant funding.

ITEM # 6: Did the County receive grant funding for completion of its Local Hazard Mitigation Plan? If so, what type of grant was awarded (HMGP, BRIC, CDBG-MIT, etc.)?

RESPONSE #6: Yes, the County received an HMGP grant.

ITEM # 7: Are the proposal requirements to show participation by a certified MBE and certified WBE?

RESPONSE # 7: MBE and WBE requirements are outlined in Section 21 and on the Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms included in the RFP.

ITEM # 8: The County of Albany Proposal Form, item 6e, lists as a condition of the proposal the Proposer Qualification Questionnaire (Attachment “E”). However, the RFP does not include this attachment. If this attachment is required, could the County please provide it?

RESPONSE # 8: Please disregard item 6e on the Proposal Form. Attachment “E” is not required for this RFP.

ITEM # 8: The following sections are amended as follows to the original RFP document:

Add the following language to Purpose Section 1.1:

The County of Albany is the recipient of Federal Award DR-4615-NY Hazard Mitigation Grant Program (HMGP), which will be used to reduce the loss of life and property due to future natural disasters.

Award Name: FEMA Hazard Mitigation Grant Program

Assistance Listing #: N/A – Federal Disaster Declaration

Federal Award Identification Number (FAIN): FEMA-4567-DR-NY

Program Title: DR-4615-NY Hazard Mitigation Grant Program (HMGP)

Total amount of federal funds awarded: \$180,000.00

Project Title: Albany County Multi-Jurisdictional Multi-Hazard Mitigation Plan Update

Performance Period Start Date: 12/01/2022

Performance Period End Date: 03/31/2025

Budget Period Start Date: 12/01/2022

Budget Period End Date: 03/31/2025

CFDA (same as Assistance Listing #): N/A

Federal award project description (as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)): HMGP provides funds to states, tribes, and territories to perform long-term hazard reduction after a major disaster. The purpose is to reduce the loss of life and property due to future natural disasters. One example is elevating a lift station to address flooding. Potential savings must be more than the cost of the project. Section 404 of the Stafford Act authorizes the program. Hazard Mitigation Grant Program funds are available statewide once there is a presidentially declared disaster anywhere in the state.

Name of federal awarding agency: FEMA

Pass-through entity: New York State Division of Homeland Security and Emergency Services

Replace section 5.2 with the following information:

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County

Attorney, and should anticipate an agreement which contains, but is not limited to, the contract provisions described in Attachment #1 - County of Albany Non-Federal Entity Contract Provisions

Add Section 5.3

5.3 Successful Proposer as Subrecipient FEMA Hazard Mitigation Grant Program

Any contracts awarded pursuant to this RFP will be considered a subaward, and the successful proposer will be considered a subrecipient of Albany County Federal Award FEMA Hazard Mitigation Grant Program accordingly, the successful Proposer will be required to meet the terms and conditions of the federal award. (See Albany County award letter, Attachment #2), together with the provisions outlined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (See Attachment # 3).

End of Addendum #1

ATTACHMENT #1: COUNTY OF ALBANY – NON - FEDERAL ENTITY CONTRACT PROVISIONS

The following provisions are required and apply when federal funds are expended by the County of Albany for any contract resulting from the RFP #2023-039 procurement process.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal contract provision (A) above, when federal funds are expended by the County of Albany, the County reserves all rights and privileges under the applicable laws and regulations with respect to the RFB/P # procurement in the event of breach of contract by either party.

Does Contractor/Consultant agree? YES ____ **Authorized Representative's initials: ____**

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal contract provision (B) above, when federal funds are expended by the County of Albany, the County reserves the right to immediately terminate any contract in excess of \$10,000 resulting from the RFP #2023-039 procurement process in the event of a breach or default of the agreement by Contractor/Consultant, in the event the Contractor/Consultant fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, agreement, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement and/or the procurement solicitation. The County of Albany also reserves the right to terminate the contract immediately, with written notice to the Contractor/Consultant, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. The Contractor/Consultant will be compensated for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. Any award under the RFP #2023-039 procurement process is not exclusive and the County reserves the right to purchase goods and services from other Contractors/Consultants when it is in the best interest of the County.

Does Contractor/Consultant agree? YES ____ **Authorized Representative's initials: ____**

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal contract provision (C) above, when federal funds are expended by the County of Albany on any federally assisted construction contract, the aforesaid equal opportunity clause is incorporated by reference herein.

Does Contractor/Consultant agree? YES _____ Authorized Representative’s initials: _____

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal contract provision (D) above, when federal funds are expended by the County of Albany during the term of an award for all contracts and subgrants for construction or repair, the Contractor/Consultant shall comply with all applicable Davis-Bacon Act provisions.

Does Contractor/Consultant agree? YES ____ Authorized Representative's initials: ____

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal contract provision (E) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFP #2023-039 procurement process, the Contractor/Consultant shall be, and shall remain, in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal contract provision (F) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFP #2023-039 procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (F) above.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal contract provision (G) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County resulting from the RFP #2023-039 procurement process, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (G) above.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal contract provision (H) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the resulting from the RFP # 2023-039 procurement process, the Contractor/Consultant neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. The Contractor/Consultant shall immediately provide written notice to the if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The County may rely upon a certification of a Contractor/Consultant that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the County knows the certification is erroneous.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors/Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal contract provision (I) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term and after the awarded term of an award for all contracts by the County resulting from the RFB/P # procurement process, the Contractor/Consultant shall provide the required written certification that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor/Consultant further certifies 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 Contractor/Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The aforesaid certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the required certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

(J) Procurement of Recovered Materials. When federal funds are expended by the County of Albany, it and its contractors/consultants must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal contract provision (J) above, when federal funds are expended the County of Albany, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor/Consultant certifies, by initialing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by the County of Albany, Contractor/Consultant is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including: 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; and 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.

Pursuant to Federal contract provision (K) above, when federal funds are expended the County of Albany, the Contractor/Consultant certifies, by initialing this document, that it shall take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project.

Does Contractor/Consultant certify? YES ____ Authorized Representative's initials: ____

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by the County of Albany for any contract resulting from the RFP # 2023-039 procurement process, the Contractor/Consultant certifies it shall comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor/Consultant further certifies it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the County of Albany for any contract resulting from the RFB/P # procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the County of Albany for any contract resulting from this procurement process, the Contractor/Consultant certifies it shall be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Contractor/Consultant certifies it shall be, and remain, in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor/Consultant certifies that it has executed a certification under penalty of perjury as part of its response to the RFP # 2023-039 procurement solicitation that it is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Contractor/Consultant certify? YES ____ **Authorized Representative's initials:** ____

U.S. Department of Homeland Security
Region 2
Jacob K. Javits Federal Office Building
26 Federal Plaza
New York, New York 10278-0002



FEMA

November 10, 2022

Ms. Rayana Gonzales
Alternate Governor's Authorized Representative
New York State Division of Homeland Security & Emergency Services
1220 Washington Avenue
Building 7A, Suite 710
Albany, New York 12242

Attn: Marlene D. White, Chief of Mitigation

RE: FEMA-4567-DR-NY
Hazard Mitigation Grant Program (HMGP)
HMGP Project# 4567-0020
Albany County
Multi-Jurisdictional Multi-Hazard Mitigation Plan Update - Project Approval Letter

Dear Ms. Gonzales:

The Federal Emergency Management Agency (FEMA) Region 2 has completed review of the New York State Division of Homeland Security and Emergency Services (DHSES) for funding of the Hazard Mitigation Program (HMGP) project number 4567-0020 for the Albany County Multi-Jurisdictional Multi-Hazard Mitigation Plan. DHSES as the grant recipient (hereinafter known as the Recipient) will administer this sub-grant award to Albany County (hereinafter known as the Sub-Recipient).

Funding has been made available in an amount not to exceed total project costs of \$200,000 with a federal share of \$180,000 and the required non-Federal matching share of \$20,000. In addition, Sub-Recipient management costs were also requested and will be made available for an amount not to exceed a total cost of \$10,000. The necessary costs of requesting, obtaining, and administering federal disaster sub-grants will only be covered by an allowance as defined in 44 CFR Part 207. Approval is contingent upon the fulfillment of all conditions identified by FEMA (see the attached Conditions of Approval [COA]).

The Period of Performance (POP) deadline of March 31, 2025, has been established for this grant program. DHSES will administer this sub-grant within the grant program POP. This POP provides ample time for the Sub-Recipient to complete all activities identified within the approved scope of work, and to address any potential delays that may arise due to permitting requirements, weather conditions or other unforeseen circumstances. It also includes sufficient time for DHSES to conclude its administrative contract requirements after the project is completed.

The approved Scope of Work (SOW) outlined in the application includes Albany County's Local Multijurisdictional Multi-Hazard Mitigation Plan Update. The plan includes all 17 municipalities

within the county and consists of participation of agencies, stakeholders and the public, hazard identification and risk/vulnerability assessment, mitigation strategy, plan adoption, and plan maintenance.

Any change to the approved Scope of Work as identified within the application must be submitted to FEMA Region 2 for consideration and approval prior to implementation. This includes any potential extension of the Sub-Recipient project schedule as identified within the conditions of approval. Execution of any modification to the approved scope of work without prior FEMA Region 2's approval may jeopardize funding for the sub-grant project as a whole. In accordance with 2 CFR Part 200, the Recipient must ensure that Sub-Recipients are aware of requirements imposed upon them by Federal Statute and regulations.

Please be advised that the Local Mitigation Planning Policy Guide FP 206-21-0002 (Guide, Policy) was released on April 19, 2022, and is effective on April 19, 2023. The Guide is FEMA's official policy and interpretation of the applicable statutes and mitigation planning regulations at 44 Code of Federal Regulations (CFR) Part 201. The policy applies to state and local governments that update and implement state and local mitigation plans as well as FEMA officials who review and approve those plans. This updated policy will become effective on April 19, 2023. The transition period before policy changes take effect for mitigation plan approvals provides time for state and local governments to review and incorporate the changes needed for an approved hazard mitigation plan. Plans that are not approved by the effective date will have to meet the requirements established in the updated policies. The guide and frequently ask questions are available on the following links: [Local Mitigation Planning Policy Guide \(fema.gov\)](#) and, [FAQs: Updates to State and Local Mitigation Planning Policy Guides \(fema.gov\)](#)

FEMA urges your office to meet with the Sub-Recipient to review the project requirements as soon as possible. At this meeting, please discuss in detail the COA and project schedule including quarterly performance reporting and fiscal documentation requirements. FEMA is available to assist the Recipient and Sub-Recipient in the implementation of this project.

Should you have any questions or require additional information, please contact Sharon Edwards, Hazard Mitigation Assistance Branch Chief at (212) 680-3633 or by email at Sharon.Edwards@fema.dhs.gov.

Sincerely,

WILLIAM MCDONNELL Digitally signed by WILLIAM MCDONNELL
Date: 2022.11.10 16:14:02 -05'00'

Michael F. Moriarty
Director
Mitigation Division

cc: Ms. Marlene D. White, NYSDHSES, Chief of Hazard Mitigation Programs

Attachment: Conditions of Approval (COA)

CONDITIONS OF APPROVAL
HMGP Project: 4567-0020
Multijurisdictional Hazard Mitigation Plan Update
Albany County

FEMA Region 2 approval is contingent upon fulfillment of all the following conditions:

1. Approved Scope of Work

The approved Scope of Work (SOW) outlined in the application includes Albany County's Local Multijurisdictional Multi-Hazard Mitigation Plan Update. The plan includes all 17 municipalities within the county and consists of participation of agencies, stakeholders and the public, hazard identification and risk/vulnerability assessment, mitigation strategy, plan adoption, and plan maintenance.

2. Scope of Work Changes

In accordance with 2 CFR Section 200.308, pass-through entities must obtain FEMA's prior approval whenever there is a proposed scope of work (SOW) change. Requests for changes to the SOW after award are permissible if they are consistent with the intent of the program. Requests must be made in writing and demonstrate the need for the scope change. The request also should include a revised scope, schedule, and budget. Any SOW changes are subject to all programmatic requirements, including EHP review requirements. All approvals will be at FEMA's discretion.

3. Other Regulatory Requirements

As part of our approval, the Sub-recipient is required to adhere to all applicable Federal regulations including the following: 2 CFR 200: Uniform administrative requirements, cost principles, and audit requirement for federal award.

4. Budget Changes

Recipients and Sub-Recipients are permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved budget. For more information on direct cost categories, please see 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments. Projects will require the prior written approval of FEMA as follows:

- Cost overrun and underruns can result from a scope, schedule or budget change.
- Recipients must notify FEMA prior to redirecting funds from an underrun to other approved sub-grants for which an overrun has been requested. The sub-grant must continue to programmatic eligibility requirements to include cost share.

5. Project Completion Schedule

The sub-grant project must be completed under the project schedule provided by the *Sub-Recipient* within the project application, as finalized prior to project approval. The project completion date for this sub-grant award is March 31, 2025. Changes to this schedule would be considered a SOW change and therefore must be pre-approved by FEMA and the grant Recipient. Please note, the sub-

CONDITIONS OF APPROVAL
HMGP Project: 4567-0020
Multijurisdictional Hazard Mitigation Plan Update
Albany County

grant project schedule is unique and separate from the grant Period of Performance (POP). The grant POP is the period during which the Recipient (DHSES) is expected to administer all HMGP activities under the declared disaster.

6. Period of Performance Extensions

In order for the Sub-Recipient to be considered for a period of performance extension, DHSES must submit a formal written request to the Regional Administrator no later than sixty (60) days prior to the expiration of the period of performance and must include a justification for the extension. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended performance period; and a description of performance measures necessary to complete the project within the requested extended period of performance. Other information required with this request includes: a revised budget information form (regardless of whether or not there are changes to the budget); copies of any contracts entered into by Sub-Recipient with vendors; percentage of work completed, and a description of all work completed. Extensions may not be considered for projects that are a result of delays in project initiation and implementation.

7. Reporting Requirements

Recipients and Sub-Recipients must maintain records of work and expenditures. Recipients submit quarterly financial and performance reports to FEMA on January 30, April 30, July 30, and October 30. The first quarterly reports are due 30 days of the end of the first federal quarter following the initial grant award. FEMA may waive the initial reports. The Recipient shall submit quarterly financial status and performance reports thereafter until the grant ends. Failure to submit financial and performance reports to FEMA in a timely manner may result in an inability to access grant funds until proper reports are received by FEMA. Recipients are encouraged to contact FEMA should this occur

8. Performance Reports

The Recipient shall submit a quarterly performance report for each grant award. Performance reports should include:

- Reporting period, date of report, and Recipient POC name and contact information.
- Project identification information, including FEMA project number (including disaster number and declaration date for the HMGP), Sub-Recipient, and project type using standard NEMIS project type codes.
- Significant activities and developments that have occurred or have shown progress during the quarter, including a comparison of actual accomplishments to the work schedule objectives established in the grant.
- Percent of work completed and whether completion is on schedule, a discussion of any problems, delays, or adverse conditions that will impair the ability to meet the timelines stated in the grant, and anticipated completion date.

CONDITIONS OF APPROVAL
HMGP Project: 4567-0020
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- Status of costs, including whether the costs are: (1) unchanged, (2) overrun, or (3) underrun. If there is a change in cost status, the report should include a narrative describing the change.
- A statement of whether a request to extend the grant POP is anticipated.

Requests for additional project time extensions would only be considered in instances where the Sub-Recipient has provided the Recipient with accurate quarterly status reports. FEMA may suspend drawdowns from SMARTLINK if quarterly reports are not submitted on time.

9. Financial Reports

Recipients shall submit a quarterly Federal Financial Report (FFR). Obligations and expenditures must be reported on a quarterly basis through the FFR (SF-425), which is due to FEMA within 30 days of the end of each calendar quarter (e.g., for the quarter ending March 31, the FFR is due no later than April 30). A report must be submitted for every quarter of the POP, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent. The final FFR is due 90 days after the end of the POP.

The Office of Management and Budget (OMB) has directed that FFR (SF-425) replace the use of the SF-269, SF-269A, SF-272, and SF-272-A. The SF-425 is intended to provide Federal agencies and grant recipients with a standard format and consistent reporting requirements. FEMA may suspend drawdowns from SMARTLINK/PARS if quarterly reports are not submitted on time.

10. Closeout

As required by 44 CFR 206.438(d), the Recipient will submit a letter signed by the Governor's Representative or equivalent certifying that:

- The report costs were incurred in the performance of eligible work.
- The approved work was completed, and the mitigation measure follows the provisions of the FEMA-STATE Agreement.
- Each sub-grant has been completed in compliance with the approved SOW.
- Actual expenditures have been documented and are consistent with the SF-424A or SF-424C.
- All program income has been deducted from total project costs as specified in 2 CFR Part 200.80.
- All project work was performed in accordance with all required and applicable building codes as modified or protected by the approved project. (If applicable)
- For new or updated hazard mitigation plans, a final copy of the FEMA-approved and community-adopted plan has been submitted to FEMA. (If applicable)
- The activity is consistent with 44 CFR Part 201 and 206.
- The Recipient can claim management costs based on three conditions to whichever of the following occurs first:

CONDITIONS OF APPROVAL
HMGP Project: 4567-0020
Multijurisdictional Hazard Mitigation Plan Update
Albany County

- 180 days after work is completed on the last non-management cost HMGP project for the declaration, OR
- 180 days after the last performance period of the last non-management costs HMP project for the declaration, OR
- Eight years from the date of the major disaster declaration. Whichever conditions occurs first, is when the timeframe for the Recipient to submit their management cost claim begins. Please note, DHSES can charge their management costs activities for individual project in this claim. Recipients are only authorized funding from them up to 10% rate. The 2CFR Sections 200.343 and 200.344 established: *The Recipient must submit a final SF-425 and Performance Report no later than 120 days after the end date of the POP.*

The Sub-Recipient can claim management costs incurred up to whichever of the following occurs first:

- 180 days after work is completed for the non-management cost HMGP project for the declaration. OR
- 180 days after the latest performance period for the non-management cost HMGP project. OR
- The recipient management cost award has been closed out.
When one of the conditions is triggered, the timeframe for the Sub-Recipient to submit their management cost claim begins.
- The recipient can claim management costs incurred up to whichever of the following occurs first:
 - 180 days after work is completed on the last non-management cost HMGP project for the declaration.
 - 180 days after the latest performance period of the last non-management cost HMGP project for the declaration.
 - Eight years from the date of a major disaster declaration.

When one of the conditions is triggered, the timeframe for the Recipient to submit their management cost claim begins. This typically will occur when the grant/disaster is preparing to close.

The Recipient must submit final reports when it determines that all administrative actions and required work have been completed. These reports include the final SF-425, final Performance Report, and any outstanding sub-grant closeout documentation.

The Recipient must submit a final SF-425 and Performance Report no later than 120 days after the end date of the POP, per 2 CFR Sections 200.343 and 200.344. Sub-Recipients must submit final reporting to the pass-through entity no later than 90 days after the end of the Period of Performance. To ensure that this requirement is met, the Recipient will ask the Sub-Recipient to submit final payment request within sufficient time after project completion to allow time to close the project.

Pass-through Entity's Responsibilities Checklist

Section	Uniform Requirements – 2 CFR Part 200	Completed (Y/N)
Subrecipient and Contractor Determination		
200.330	A determination has been made as to whether the entity receiving federal funds is a subrecipient or a contractor based on the definitions outlined in the Uniform Requirements.	
200.331 (a)	The subrecipient has been informed of the subaward and their requirements to comply with the provisions outlined in the Uniform Requirements.	
Required Subaward Identification Information		
200.331 (a)(1)	Subrecipient name (must match registered name in DUNS)	
	Subrecipient's DUNS number	
	Federal Award Identification Number (FAIN)	
	Federal Award Date	
	Subaward period of performance start and end date	
	Amount of federal funds obligated by this action	
	Total amount of federal funds obligated to the subrecipient	
	Total amount of federal award	
	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	
	Name of federal awarding agency, pass-through entity, and contact information for awarding official	
	CFDA number and name	
	Whether or not the award is R&D	
	Indirect cost rate for the federal award	
Requirements for Pass-through Entities		
200.331 (a)(2)	The subaward includes all requirements imposed by the pass-through entity to ensure the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.	
200.331 (a)(3)	Any additional requirements imposed by the pass-through entity in order to meet its responsibilities with the Federal awarding agency to include identifying any required financial and performance reports.	
200.331 (a)(4)	A current approved indirect cost rate between the subrecipient and the federal government. If no rate exist, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis rate of 10%.	
200.331 (a)(5)	The subaward includes a requirement that the subrecipient allows the pass-through entity and auditor's access to their records and financial statements.	
200.331 (a)(6)	The subaward includes the appropriate terms and conditions regarding the closeout of the award.	
200.331 (b)	Assess the subrecipient's risk of non-compliance with federal statutes, regulations, and terms and conditions of the subaward (<i>see Subrecipient Monitoring Risk Factors Checklist</i>).	
200.331 (c)	Consider imposing specific subaward conditions on a subrecipient, if appropriate as described in § 200.207 (<i>Specific Conditions</i>).	
Subrecipient Monitoring Requirements		
200.331 (d)	Activities of the subrecipient are monitored as necessary to ensure the subaward is used for authorized purposes; is in compliance with Federal statutes, regulations and the terms and conditions of the subaward and performance goals are met.	

Section	Uniform Requirements – 2 CFR Part 200	Completed (Y/N)
200.331 (d)(1) (2)&(3)	Monitoring of subrecipients must include: • Reviewing financial and programmatic reports, • Follow-up process to ensure subrecipient takes timely and appropriate action on all deficiencies detected through audits, on-site reviews, and other methods, and • Issue a management decision for all audit findings pertaining to the award.	
Subrecipient Monitoring Tools		
200.331 (e)	Based on the results of the risk assessment performed, consider other monitoring tools to ensure proper accountability and compliance with program requirements.	
200.331 (e)(1)	Provide subrecipients with training and technical assistance on program-related matters.	
200.331 (e)(2)	Perform on-site reviews of the subrecipient's program operations.	
200.331 (e)(3)	Arrange for agreed upon procedures engagement as described in § 200.425 (<i>Audit Services</i>).	
Additional Monitoring Requirements		
200.331 (f)	Verify that every subrecipient is audited as required by Subpart F when it is expected that Federal funds expended during the fiscal year either equaled or exceeded the \$750,000 threshold set forth in § 200.501 (<i>Audit Requirements</i>).	
200.331 (g)	Make necessary adjustments to the pass-through entity's records based on the results of a subrecipient's audit, on-site review, or other monitoring efforts.	
200.331 (h)	Consider taking enforcement action against non-compliance subrecipients as described in § 200.338 (<i>Remedies for Non-compliance</i>).	