

County of Albany

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



Meeting Agenda

Thursday, November 21, 2024

6:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (THE "COUNTY"), ADOPTED _____, 2024, AUTHORIZING THE EXECUTION OF A FINANCING AGREEMENT BY AND BETWEEN THE COUNTY AND THE ALBANY COUNTY PINE HILLS LAND AUTHORITY (THE "AUTHORITY"), AND RELATED AGREEMENTS IN CONNECTION WITH THE FOREGOING.
3. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES
4. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND
5. REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS
6. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "S" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION
7. LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND
8. LOCAL LAW NO. "S" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

CURRENT BUSINESS:

9. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE BALLOT BY MAIL GRANT PROGRAM
10. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE ELECTRONIC POLL BOOK GRANT PROGRAM
11. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE 2024 GENERAL ELECTION GRANT PROGRAM
12. AUTHORIZING AN AGREEMENT WITH NTS DATA SERVICES, LLC REGARDING ELECTION MANAGEMENT SYSTEM SOFTWARE
13. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE STATE HOMELAND SECURITY PROGRAM AND STATE LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM GRANTS
14. AMENDING RESOLUTION NO. 491 FOR 2022 REGARDING THE 2022 COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM GRANT AND AMENDING THE 2024 ALBANY COUNTY BUDGET
15. AUTHORIZING AN AGREEMENT WITH TRINITY ALLIANCE OF THE CAPITAL REGION REGARDING THE LAW ENFORCEMENT ASSISTED DIVERSION PROGRAM
16. AMENDING THE 2024 ALBANY COUNTY BUDGET: RENEWAL OF APPROPRIATIONS REGARDING LAW ENFORCEMENT ASSISTED DIVERSION FUNDING
17. AUTHORIZING AN AGREEMENT WITH CAPITAL MARKET ADVISORS, LLC REGARDING AMERICAN RESCUE PLAN ACT ADVISORY SERVICES AND AMENDING THE 2024 ALBANY COUNTY BUDGET
18. AMENDING THE 2024 ALBANY COUNTY BUDGET: ADMINISTRATIVE ADJUSTMENTS

19. AUTHORIZING THE ALLOCATION OF AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS FOR THE TRANCHE 1 REVENUE REPLACEMENT PROJECT AND AMENDING THE 2024 ALBANY COUNTY BUDGET
20. AUTHORIZING A CORRECTION TO THE TAX ROLL FOR THE CITY OF ALBANY
21. AUTHORIZING CORRECTIONS TO THE TAX ROLL FOR THE TOWN OF GUILDERLAND
22. BOND AUTHORIZATION FOR GREEN CAPITAL PROJECTS
23. AUTHORIZING AN AGREEMENT WITH NATIONAL GRID REGARDING THE CONSTRUCTION OF A ROOFTOP SOLAR ARRAY AND THE INSTALLATION OF NEW ELECTRIC VEHICLE CHARGING STATIONS AT THE MVP ARENA PARKING GARAGE
24. AMENDING RESOLUTION NO. 319 FOR 2024 REGARDING THE CARES OF NY INC. HOUSING RESOURCES CONNECTION PROGRAM AND AMENDING THE 2024 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING BUDGET

County of Albany

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



Meeting Minutes

Monday, October 28, 2024

6:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Wanda F. Willingham, Dustin M. Reidy, Frank J. Commisso, Gary W. Domalewicz, Raymond F. Joyce, Lynne Lekakis, Mark E. Grimm and Paul J. Burgdorf

Excused: William M. Clay

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

2. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES

This proposal was tabled at the request of the Sponsor.

3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

This proposal was tabled at the request of the Sponsor.

4. REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS

This proposal was tabled at the request of the Sponsor.

5. LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

This Local Law was tabled at the request of the Sponsor.

CURRENT BUSINESS:

6. AUTHORIZING AN AGREEMENT WITH THE LEGAL AID SOCIETY OF NORTHEASTERN NEW YORK, INC. AND ALTERNATIVES TO ECONOMIC AND HOUSING DISPLACEMENT, INC. REGARDING THE EVICTION PREVENTION INTERVENTION COLLABORATIVE

A motion was made to move the proposal forward with a positive recommendation as amended. The motion passed 7-1 with Grimm opposed.

7. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "S" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

This proposal was tabled at the request of the Sponsor.

8. LOCAL LAW NO. "S" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

This Local Law was tabled at the request of the Sponsor.

9. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE REGARDING THE LOCAL GOVERNMENT EFFICIENCY GRANT PROGRAM

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

10. AMENDING THE 2024 DISTRICT ATTORNEY'S OFFICE BUDGET: SALARY ADJUSTMENT

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

11. AUTHORIZING AN AGREEMENT WITH AQUARIUS CAPITAL SOLUTIONS GROUP, LLC REGARDING ACTUARIAL SERVICES

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

12. AUTHORIZING AN AGREEMENT WITH M&T BANK REGARDING BANKING SERVICES

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

13. AUTHORIZING AN AGREEMENT WITH HODGSON RUSS, LLP REGARDING BOND COUNSEL SERVICES

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

14. AUTHORIZING AN AGREEMENT WITH CAPITAL MARKET ADVISORS, LLC REGARDING FINANCIAL ADVISORY SERVICES

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

15. AUTHORIZING AN AGREEMENT WITH BST & CO. CPAS, LLP REGARDING INDEPENDENT AUDITING SERVICES

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

16. SUPPLEMENTAL BOND AUTHORIZATION FOR VARIOUS CAPITAL IMPROVEMENTS FOR COUNTY OWNED GARAGES AND PARKING FACILITIES

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

17. BOND AUTHORIZATION FOR THE ALBANY COUNTY NURSING HOME VEHICLE REPLACEMENT PROJECT

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

18. BOND AUTHORIZATION FOR THE FOOD SERVICE AND DISTRIBUTION EQUIPMENT PROJECT

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

19. 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

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

20. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 204 15TH STREET (TAX MAP NO. 32.75-1-26) IN THE CITY OF WATERVLIET

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

21. AUTHORIZING AN AGREEMENT REGARDING THE ALBANY COUNTY HEALTHCARE CONSORTIUM

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

22. RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (THE "COUNTY"), ADOPTED _____, 2024, AUTHORIZING THE EXECUTION OF A FINANCING AGREEMENT BY AND BETWEEN THE COUNTY AND THE ALBANY COUNTY PINE HILLS LAND AUTHORITY (THE "AUTHORITY"), AND RELATED AGREEMENTS IN CONNECTION WITH THE FOREGOING.

This proposal was tabled at the request of the Committee.

23. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE CRIMES AGAINST REVENUE PROGRAM

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

24. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT AND AMENDING THE 2024 DISTRICT ATTORNEY'S OFFICE BUDGET

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

25. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE MOTOR VEHICLE THEFT AND INSURANCE FRAUD PREVENTION PROGRAM

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

**26. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE AID TO
PROSECUTION GRANT AND AMENDING THE 2024 DISTRICT
ATTORNEY'S OFFICE BUDGET**

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

October 28, 2024

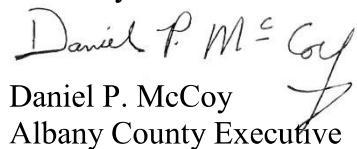
Honorable Joanne Cunningham, Chair
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Authorization is requested to enter into a financing agreement with the Albany County Pine Hills Land Authority (ACPHLA) to support the Authority's objective of acquiring, promoting, and repositioning the campus of the now closed College of Saint Rose for the highest and best use. The ACPHLA is authorized to issue bonds in an aggregate principal amount not to exceed \$80,000,000 in order to accomplish this objective which will prevent the properties from becoming blighted and stimulate economic growth in the County. In order to support this effort, the County is proposing to provide a source of payment for the obligations of the Authority in an amount to be determined based on the size and nature of the bond issuance. The County's investment will be repaid by proceeds from the eventual sale of the properties to end users that will utilize the facilities to their highest and best use.

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-6078, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting authorization to enter into a financing agreement with the Albany County Pine Hills Land Authority (ACPHLA)

Date: 10/28/24

Department: CEO

Attending Meeting: CEO/DMB

Submitted By: Lucas Rogers

Title: Economic Development and Sustainability Coordinator

Phone: 518-447-7040

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Albany County Pine Hills Land Authority

111 Washington Avenue

Suite 100

Albany, NY 122120

Term: (Start/end date or duration)

TBD - same as bond issuance

Amount/Raise Schedule/Fee:

Enter text.

BUDGET INFORMATION:

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Budget:

Yes ☒ No ☐

Spreadsheet attached:

Yes ☐ No ☐

Source of Funding - (Percentages)

Federal: Enter text. County:

100%

State: Enter text. Local:

Enter text.

County Budget Accounts:

Revenue Account and Line:

Enter text.

Revenue Amount:

Enter text.

Appropriation Account and Line:

Debt Reserve

Appropriation Amount:

TBD

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☐ No ☒
If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 321 of 2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Authorization is requested to enter into a financing agreement with the Albany County Pine Hills Land Authority (ACPHLA) to support the Authority's objective of acquiring, promoting, and repositioning the campus of the now closed College of Saint Rose for the highest and best use. The ACPHLA is authorized to issue bonds in an aggregate principal amount not to exceed \$80,000,000 in order to accomplish this objective which will prevent the properties from becoming blighted and stimulate economic growth in the County. In order to support this effort, the County is proposing to provide a source of payment for the obligations of the Authority in an amount to be determined based on the size and nature of the bond issuance. The County's investment will be repaid by proceeds from the eventual sale of the properties to end users that will utilize the facilities to their highest and best use.

DRAFT FOR DISCUSSION PURPOSES ONLY
DATED: OCTOBER 25, 2024

COUNTY OF ALBANY, NEW YORK

AND

ALBANY COUNTY PINE HILLS LAND AUTHORITY

FINANCING AGREEMENT

Dated as of _____, 2024

TABLE OF CONTENTS

[TO BE PROVIDED]

FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of the date set forth on the cover page hereof, between ALBANY COUNTY, NEW YORK, a municipal corporation duly organized and existing under the laws of the State of New York (the “County”), and ALBANY COUNTY PINE HILLS LAND AUTHORITY, a body corporate and politic constituting a public benefit corporation of the State of New York (the “Authority”).

WITNESSETH:

WHEREAS, the Authority was created and existing under and by virtue of Title 28-C of Article 8 of the Public Authorities Law of the State of New York (the “PAL”), Chapter 168 of the Laws of 2024 of the State, as amended from time to time (the “Act”), organized for the purpose of, among other things, acquiring, promoting, and repositioning the campus of the now closed The College of Saint Rose (“Saint Rose”) to the highest and best use; and

WHEREAS, the Authority is authorized and empowered by the provisions of the Act to protect adequate and accessible performing arts centers, athletic fields, educational facilities, and residential facilities; preserve facilities at risk of being underutilized and becoming blighted; and stimulate and promote a healthy economy within the County of Albany, New York; and

WHEREAS, to accomplish its stated purposes, the Authority is authorized and empowered under the Act to (A) to acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance, and operate the college of Saint Rose facilities and services within the County; (B) to make contracts and leases and to execute all instruments necessary or convenient for its corporate purposes; and (C) to issue its negotiable bonds to finance the cost such project or for any other corporate purpose; and

WHEREAS, pursuant to the terms of the Act, the Authority’s purposes are deemed to be public purposes and involve the performance of an essential governmental function for which public funds may be expended, and both the County and the Authority in carrying out their respective powers and duties under the Act are deemed to be acting in a governmental capacity; and

WHEREAS, pursuant to a resolution adopted by the members of the board of directors of the Authority on _____, 2024 (the “Authority Resolution”), the Authority authorized (A) the issuance of taxable and/or tax-exempt bonds of the Authority in one or more issues or series in an aggregate principal amount not to exceed \$80,000,000 (the “Bonds”) for the purpose of financing a project (the “Project”) consisting of the following: (1) (a) the acquisition, administration, maintenance, security, operating and redevelopment of St. Rose’s approximately 29 acre campus generally located on, but not limited to, Madison Avenue, Western Avenue, Morris Street, Partridge Street, Yates Street and State Street in the City of Albany, Albany County, New York (the “Land”), together with various existing buildings and related improvements located thereon (collectively, the “Facility”); and (b) the acquisition and installation thereon and therein of certain related furniture, fixtures, machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be maintained, operated, and/or marketed to an end user or users which would utilize the Project

Facility for its highest and best use; (2) the financing of all or a portion of the costs of the foregoing, together with necessary incidental costs in connection therewith, by the issuance of the Bonds; and (3) the payment of a portion of the costs incidental to the issuance of the Bonds, including issuance costs of the Bonds and any reserve funds as may be necessary to secure the Bonds and (B) the Authority to enter into this Financing Agreement; and

WHEREAS, the Authority has requested Albany County (the “County”) to provide a source of payment for the Obligations to assist the Authority with its obligation to repay the Obligations; and

WHEREAS, pursuant to the terms of the Act, the Authority’s purposes are deemed to be public purposes and involve the performance of an essential governmental function for which public funds may be expended, and both the County and the Authority in carrying out their respective powers and duties under the Act are deemed to be acting in a governmental capacity; and

WHEREAS, pursuant to Section 2676-d of the Act, the County may, from time to time, appropriate sums of money toward project costs or other costs and expenses of the Authority; and

WHEREAS, pursuant to a resolution duly adopted by the members of the County Legislature of Albany County (the “County Legislature”) on _____, 2024, the County Legislature authorized the County to enter into this Financing Agreement and to be responsible for the repayment of the Bonds upon the terms and conditions set forth herein; and

WHEREAS, the Bonds shall be special obligations of the Authority payable solely from the revenues or other receipts, funds or moneys to be derived by the Authority under or pursuant to this Financing Agreement and from other revenues pledged and available therefor; and

WHEREAS, pursuant to this Financing Agreement, the County will pledge to the Authority, to secure the payments to be made by the County hereunder, a sufficient portion of any and all public funds to be apportioned or otherwise made available to the County for purposes of the payment of debt service becoming due on the Bonds;

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the Authority and the County each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. All terms that are defined in the Indenture shall have the same meanings, respectively, herein as such terms are given in such Indenture. In addition, as used herein, unless another meaning is specified in **Exhibit __** hereto, each capitalized term as used in this Financing Agreement (including the Exhibits hereto) shall have the following meanings:

“Act” means Title 28-C of Article 8 of the Public Authorities Law of the State of New York (the “PAL”), Chapter 168 of the Laws of 2024 of the State, as amended from time to time.

“Authority” means the Albany County Pine Hills Land Authority, a public authority established under the Act, and any entity which may succeed to its rights and duties.

“Authority Resolution” shall have the meaning given such term in _____.

“Bond Purchase Agreement” means the Bond Purchase Agreement by and among the Authority, the underwriter of the Bonds and the County in connection with the sale of the Bonds.

“Bonds” means the series of bonds of the Authority issued in whole or in part to make the proceeds thereof available to the County to finance the Project, together with any bonds of the Authority issued to refinance such bonds.

“Business Day” means any day that is not a Saturday, a Sunday or a day on which banking institutions chartered by the State or the United States of America are legally authorized to close in The City of New York.

“Code” means the Internal Revenue Code of 1986, as amended and the applicable Treasury regulations promulgated thereunder.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement dated as of the date of issuance of the Bonds by and between the Trustee and the Authority.

“County” means Albany County.

“County Resolution” shall have the meaning given to such term in _____.

“Financing” means the financing of the Project in the Principal Amount made available to the County from the proceeds of the Bonds pursuant to Section 3.1(A) of this Financing Agreement.

“Financing Agreement” means this Financing Agreement.

“Indenture” means _____.

“Maximum Rate” means the interest rate per annum identified as such in the Schedule of Additional Provisions attached hereto as **Exhibit** ____.

“Principal Amount” means the original aggregate principal amount of the Financing.

“Project” shall have the meaning given to such term in _____.

“State” means the State of New York.

“Trustee” means _____, in its capacity as trustee for the holders of the Bonds, and any successor trustee in such capacity.

Section 1.2 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules shall apply to the construction of the Financing Agreement:

(A) Number. Words importing the singular number shall include the plural number and vice versa.

(B) Gender. Words importing the feminine, masculine and neuter genders shall each include correlative words of the other genders.

(C) Approvals and Consents. All approvals, consents and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the person or party whose approval, consent or acceptance is required.

(D) References. All references herein to particular articles, sections or exhibits without reference to a specific document are references to articles or sections of or exhibits to this Financing Agreement.

(E) Headings. The captions and headings and table of contents herein are solely for convenience of reference and shall not constitute part of the Financing Agreement, nor shall they affect its meaning, construction or effect.

(F) Terms. The terms “hereby”, “hereof”, “hereto”, “herein”, “hereunder” and any similar terms, as used in this Financing Agreement, refer to the Financing Agreement in its entirety and not the particular article or section of the Financing Agreement in which they appear, and the term “hereafter” means after, and the term “theretofore” means before, the date set forth on the cover page of the Financing Agreement.

Section 1.3 Exhibits and Appendices Incorporated. All exhibits and appendices to this Financing Agreement, including any amendments and supplements hereto, are hereby incorporated herein and made a part of this Financing Agreement.

ARTICLE II

REPRESENTATIONS OF THE COUNTY AND THE AUTHORITY

Section 2.1 Representations of the County. The County represents and warrants as follows:

(A) Existence and Authority; Legal Power. The County is a municipal corporation, duly created and existing under the laws of the State and has full legal right, power and authority to (i) conduct its business and own its properties, (ii) enter into this Financing Agreement, [the Bond Purchase Agreement and the Continuing Disclosure Agreement], (iii) adopt the County Resolution, and (iv) carry out and consummate all other transactions contemplated by each of the aforesaid documents.

(B) Compliance. The County has complied and will comply with the County Resolution and with all applicable laws of the State.

(C) Authorization. The County has duly approved the execution and delivery of this Financing Agreement, [the Bond Purchase Agreement and the Continuing Disclosure Agreement] and has authorized the taking of any and all action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated by each of the foregoing.

(D) Binding Obligation. This Financing Agreement has been duly authorized, executed and delivered by the County and, assuming due authorization and execution by the Authority, constitutes a legal, valid and binding obligation of the County enforceable in accordance with its terms, [and, upon delivery thereof, the Bond Purchase Agreement and the Continuing Disclosure Agreement each will have been duly executed and delivered and will constitute legal, valid and binding obligations of the County in accordance with the provisions hereof.] The County acknowledges and agrees that the defense of sovereign immunity is not available to the County in any proceedings by the Authority or the Trustee to enforce any of the obligations of the County under this Financing Agreement [or the Continuing Disclosure Agreement] and, to the fullest extent permitted by law, the County consents to the initiation of any such proceedings in any court of competent jurisdiction and agrees not to assert the defense of sovereign immunity in any such proceedings. The enforceability (but not the validity) of rights or remedies with respect to the Financing Agreement [or the Continuing Disclosure Agreement] may be limited by bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(E) Consents and Approvals. All consents, approvals, authorizations or orders of, or filings, registrations or declarations with any court, governmental authority, legislative body, board, agency or commission, including but not limited to those required by the State Environmental Quality Review Act, which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the County of its obligations hereunder or the consummation of the transactions contemplated hereby have been duly obtained and are in full force and effect, except for the State Approvals, which, if not already obtained, shall be obtained prior to the date of closing of the Financing hereunder; provided, however, the County makes no representation or warranty

as to any consents, approvals, authorizations, orders, filings, registrations or declarations that may be required by any federal or state securities law.

(F) No Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against the County, nor is there any basis therefor, (i) affecting the creation, organization or existence of the County or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Financing Agreement[, the Bond Purchase Agreement or the Continuing Disclosure Agreement], or (iii) in any way contesting or affecting the validity or enforceability of the County Resolution, this Financing Agreement[, the Continuing Disclosure Agreement] or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(G) No Violation. The County is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the County is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Financing Agreement [and the Bond Purchase Agreement] and the adoption of the County Resolution and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the County is a party or by which it or any of its property is bound.

(H) County Resolution. The County Resolution has been duly adopted by the County and remains in full force and effect as of the date of execution hereof.

(I) Tax Compliance. The County has not taken and will not take any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Bonds to be includable in the gross income of owners thereof for federal income tax purposes.

(J) No Default. The County is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(K) Disclosure Correct and Complete. The information supplied by the County to the Authority for inclusion in the official statement or other disclosure material with respect to the Bonds does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(L) Representations Complete. All representations made herein by the County are true, complete and accurate as of the execution date of this Financing Agreement and will be true, complete and accurate as of the date of the closing of the Financing hereunder.

Section 2.2 Representations of the Authority. The Authority represents and warrants as follows:

(A) Existence and Authority; Legal Power. The Authority is a public authority, duly created and existing under the laws of the State and has full legal right, power and authority to (i) conduct its business and own its properties, (ii) enter into this Financing Agreement, the Bond Purchase Agreement and the Continuing Disclosure Agreement, (iii) adopt the Authority Resolution, and (iv) carry out and consummate all other transactions contemplated by each of the aforesaid documents.

(C) Compliance. The Authority has complied and will comply with the Authority Resolution and with all applicable laws of the State.

(E) Authorization. The Authority has duly approved the execution and delivery of this Financing Agreement, the Arbitrage and Use of Proceeds Certificate, the Bond Purchase Agreement and the Continuing Disclosure Agreement and has authorized the taking of any and all action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated by each of the foregoing.

(G) Binding Obligation. This Financing Agreement has been duly authorized, executed and delivered by the Authority and, assuming due authorization and execution by the Authority, constitutes a legal, valid and binding obligation of the Authority enforceable in accordance with its terms, and, upon delivery thereof, the Bond Purchase Agreement and the Continuing Disclosure Agreement each will have been duly executed and delivered and will constitute legal, valid and binding obligations of the Authority in accordance with the provisions hereof. The enforceability (but not the validity) of rights or remedies with respect to the Financing Agreement or the Continuing Disclosure Agreement may be limited by bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

(H) Consents and Approvals. All consents, approvals, authorizations or orders of, or filings, registrations or declarations with any court, governmental authority, legislative body, board, agency or commission, including but not limited to those required by the State Environmental Quality Review Act, which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Authority of its obligations hereunder or the consummation of the transactions contemplated hereby have been duly obtained and are in full force and effect, except for the State Approvals, which, if not already obtained, shall be obtained prior to the date of closing of the Financing hereunder; provided, however, the Authority makes no representation or warranty as to any consents, approvals, authorizations, orders, filings, registrations or declarations that may be required by any federal or state securities law.

(I) No Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against the Authority, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Authority or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution of this Financing Agreement, the Bond

Purchase Agreement or the Continuing Disclosure Agreement, or (iii) in any way contesting or affecting the validity or enforceability of the Authority Resolution, this Financing Agreement, the Continuing Disclosure Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(J) No Violation. The Authority is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Authority is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Financing Agreement, the Continuing Disclosure Agreement and the Bond Purchase Agreement and the adoption of the Authority Resolution and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Authority is a party or by which it or any of its property is bound.

(K) Authority Resolution. The Authority Resolution has been duly adopted by the Authority and remains in full force and effect as of the date of execution hereof.

(L) Authority to Act. The Authority has full legal right and authority and all necessary licenses and permits required as of the date hereof to own the Project, to carry on its activities relating thereto, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Financing Agreement, the Bond Purchase Agreement and the Continuing Disclosure Agreement.

(M) Project. The description of the Project set forth in Authority Resolution is an accurate description of the Project.

(N) Proceeds Compliance. The Authority will not take or omit to take any action, which action or omission will in any way cause the proceeds of the Bonds advanced to it to be applied in a manner contrary to that provided in the Resolution and the Arbitrage and Use of Proceeds Certificate as each are in force from time to time.

(O) Tax Compliance. The Authority has not taken and will not take any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Bonds to be includable in the gross income of owners thereof for federal income tax purposes.

(P) No Default. The Authority is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(Q) Approvals. All consents, authorizations and approvals, if any, of any third party with respect to the financing or refinancing of the Project, have been duly obtained.

(S) Disclosure Correct and Complete. The information supplied by the Authority for inclusion in the official statement or other disclosure material with respect to the Bonds does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(U) Representations Complete. All representations made herein by the Authority are true, complete and accurate as of the execution date of this Financing Agreement and will be true, complete and accurate as of the date of the closing of the Financing hereunder.

ARTICLE III

FINANCING PROVISIONS

Section 3.1 Financing Clauses.

(A) Financing Consummation. Subject to the conditions and in accordance with the terms of this Financing Agreement, the Authority hereby agrees to issue the Bonds and the County hereby agrees to accept and repay the Financing in an aggregate principal amount of up to the Principal Amount at a net interest cost not to exceed the Maximum Rate.

(B) Payment to Trustee. On the dates and at the times _____, the County shall deposit or cause to be deposited with the Trustee the full amount of the payment due on such dates, respectively; provided, however, that the County agrees to pay the amount due on such initial payment date on or before the date of issuance of the Bonds or on such other date as may be _____. Amounts so deposited by the County prior to the payment date for the Bonds shall be invested by the Trustee at the direction of the Authority.

(C) Nature of Financing. The County is obligated only to pay such Financing payment as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then-current fiscal year. The County agrees to deliver notice to the Authority and the Trustee promptly after any decision to not appropriate is made. The Authority and the County hereby agree that this Financing Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Financing Agreement, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this Financing Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Financing Agreement. This Financing Agreement shall not constitute indebtedness of the County for purposes of the State Constitution or Section 20.00 of the Local Finance Law. This Financing Agreement is not a general obligation of the County. Neither the faith and credit nor the taxing power of the County are pledged to the payment of any amount due or to become due under this Financing Agreement.

Section 3.2 Other Amounts Payable.

(A) The County hereby expressly agrees to pay as such expenses are incurred, the amount of any expenses incurred by the Authority as a result of the County's failure to make any payment under this Financing Agreement when due or failure to otherwise comply with the terms of this Financing Agreement (including but not limited to the reasonable fees and expenses of the Authority, the Trustee, the owners of Bonds, and attorneys representing any of the foregoing); and

(B) The Authority hereby expressly agrees to pay:

- (i) Upon the issuance and sale of the Bonds, the costs and expenses relating to the preparation, sale and delivery of the Bonds, the preparation and delivery of any legal instruments, closing transcripts and documents necessary in connection herewith and therewith and their filing and recording, if required, and all taxes and charges payable in connection with any of the foregoing;
- (ii) When due, other Costs of Issuance payable to consultants and attorneys utilized by the Authority and the County in connection with the execution and delivery of this Financing Agreement; and
- (iii) As such expenses are incurred, the amount of any expenses (including but not limited to investment losses and the reasonable fees and expenses of the Authority, the Trustee, the owners of Bonds, and attorneys representing any of the foregoing) incurred as a result of the County's failure to make any payment under this Financing Agreement when due or failure to otherwise comply with the terms of this Financing Agreement.

Section 3.3 Prepayment of the Financing. The Financing shall be subject to prepayment prior to maturity in accordance with the provisions contained in the Bonds. The County shall not, without the prior written consent of the Authority, prepay prior to maturity any of the Financing prior to the date on which any corresponding outstanding Bonds are redeemable.

Section 3.4 Application of Financing Proceeds.

(A) Subject to the conditions hereof, the Authority will undertake the Project with the proceeds of the Bonds.

(B) The Authority shall permit the County and its authorized representatives, at all reasonable times and upon reasonable notice, to enter upon the property of the Authority and the Project Facility, and to examine all documents relating thereto. The Authority agrees to retain all original documentation related to expenditures for items which constitute Costs of the Project for at least three (3) years after the last of the Bonds or any related refunding bonds are retired, for inspection at any time by the Authority or its auditors.

Section 3.5 Effective Date and Term. The date of this Financing Agreement is for reference purposes only and this Financing Agreement shall become effective upon the date of execution and delivery hereof by the parties hereto, shall remain in full force and effect from such date and shall expire on such date as all Bonds shall be discharged and satisfied in accordance with the provisions thereof and all obligations of the County to the Authority hereunder are satisfied.

Section 3.6 Execution and Delivery of Other Documents.

(A) Execution and Delivery of Documents Upon Sale of Bonds. Prior to or on the date of sale of the Bonds, the County agrees to deliver to the Authority:

- (i) the [Bond Purchase Agreement]; and

(ii) such other documents, instruments and certificates as the Authority may reasonably require in connection with sale of the Bonds.

(B) Execution and Delivery of Closing Documents. The County further agrees to deliver to the Authority:

(i) a closing certificate in the form of **Exhibit** __ hereof as to confirmation of certain matters set forth in this Financing Agreement, signatures and incumbency of authorized signatories and certain other matters;

(ii) the opinion of the County Attorney, dated the date of issuance of the Bonds, in the form of **Exhibit** __ hereto;

(iv) the Continuing Disclosure Agreement; and

(v) such additional certificates, documents and opinions as may be reasonably requested by the Authority.

The obligation of the Authority to issue, deliver and sell the Bonds and to consummate the Financing are conditioned upon the delivery of the opinions, certificates and documents required by this Section 3.6, in form and substance satisfactory to the Authority. With respect to such opinions, certificates and documents the forms of which are appended hereto, the County hereby acknowledges that it and its counsel have reviewed such forms and the County hereby agrees to deliver or cause to be delivered such items in the forms appended hereto (except for the insertion of the appropriate names and titles).

ARTICLE IV

GENERAL PROJECT CONDITIONS, COVENANTS AND REPRESENTATIONS

Section 4.1 Compliance with Laws and Agreements.

(A) Compliance. The Authority agrees that the Project shall at all times during the term of this Financing Agreement be in compliance with applicable federal and State laws and regulations. The Authority will at all times maintain and operate (or cause to be maintained and operated) the Project, in compliance with all applicable federal, State and local laws, ordinances, rules, regulations and the Financing Agreement, and with all other applicable laws and regulations to the extent necessary to ensure the availability of the Project for its intended purposes and to ensure the safety of the public.

(B) SEQRA. The Authority certifies with respect to the Project that it has complied, and agrees to continue to comply, with all requirements of the State Environmental Quality Review Act.

Section 4.2 No Warranty Regarding Condition, Suitability or Cost of Project.

[RESERVED]

Section 4.3 Undertaking of Project.

[RESERVED]

Section 4.4 Accounting and Records.

(A) Access to Records. The Authority agrees: (i) to permit any authorized representatives of the County to review or audit all records relative to the Project and the Bonds; and (ii) to promptly fulfill information requests by the County or its authorized representatives.

(B) Record Retention. The Authority agrees to retain all files and records relating to the undertaking of the Project for at least six (6) years after Project completion and to retain all other files and records relating to the Financing for the term of this Financing Agreement.

Section 4.5 Remediation. The Authority agrees to rectify promptly any breach of this Article IV with or without notice from the County.

ARTICLE V

COVENANTS

Section 5.1 Application of Financing Proceeds The Authority shall apply the proceeds of the Financing solely as provided in Section 3.4 of this Financing Agreement.

Section 5.2 Payment of the Financing. The County covenants and agrees that it shall duly and punctually pay or cause to be paid the principal installments or redemption price of its Financing and the interest thereon, subject to annual appropriation, at the dates and places and in the manner stated in _____ and in accordance with Section 3.1 hereof and that such obligation shall not be subject to any defense (other than payment) or any rights of setoff, recoupment, abatement, counterclaim or deduction and shall be without any rights of suspension, deferment, diminution or reduction it might otherwise have against the Authority, the Trustee or the owner of any Bond.

Section 5.3 County Appropriation. The County intends, subject to Section 3.1 hereof, to make all Financing payments due hereunder. The County reasonably believes that an amount sufficient to make all Financing payments due hereunder can be obtained from legally available funds of the County. The County covenants and agrees that it will include within each fiscal year budget during the term of this Financing Agreement funds sufficient to discharge its obligation to make Financing payments due hereunder.

ARTICLE VI

DEFAULTS

Section 6.1 Defaults. An “event of default” or a “default” shall mean, whenever they are used herein, any one or more of the following events:

(A) Failure by the County to pay or cause to be paid when due the amounts to be paid under the Financing, other than a failure to pay pursuant to Section 3.1 hereof due to an event of non-appropriation;

(B) Failure by the County to pay or to cause to be paid when due any other payment required to be made hereunder, which failure continues for a period of thirty (30) days after payment thereof was due, provided that written notice thereof shall have been given to the County not less than thirty (30) days prior to the due date thereof, other than a failure to pay pursuant to Section 3.1 hereof due to an event of non-appropriation;

(C) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsections (A) and (B) of this Section and other than in Section 5.3, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the County by the Authority or such longer period, as is required to cure such default, if by reason of the nature of such failure the same cannot be remedied within such thirty (30) day period and the County has within such thirty (30) day period commenced to take appropriate actions to remedy such failure and is diligently pursuing such actions;

(D) Any representation or warranty of the County contained herein shall have been at the time it was made untrue in any material respect; or

(E) The County shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the County seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it for any substantial part of its property; or the County shall authorize any of the actions set forth above in this subsection (E).

ARTICLE VII

REMEDIES

Section 7.1 Remedies. Whenever any event of default referred to in Section 6.1 hereof shall have happened and be continuing, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County hereunder.

Section 7.2 No Remedy Exclusive. No remedy herein conferred upon or reserved hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.3 Waiver and Non-Waiver. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No delay or omission by the Authority to exercise any right or power accruing upon default shall impair any right or power or shall be construed to be a waiver of any such default or acquiescence therein.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given, and shall be deemed given, when delivered in writing to the address or fax number (if expressly permitted in the provision requiring such communication) of the identified party or parties set forth below:

(A) County:

[ADDRESSES TO BE INSERTED WHEN FINALIZED]

(B) Authority:

[ADDRESSES TO BE INSERTED WHEN FINALIZED]

(C) Trustee:

[ADDRESSES TO BE INSERTED WHEN FINALIZED]

Any of the foregoing parties may designate any further or different addresses or fax numbers to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the others.

Section 8.2 Binding Effect. Upon execution and delivery by the County and the Authority, this Financing Agreement shall inure to the benefit of and shall be binding upon the Authority and the County and their respective successors and assigns.

Section 8.3 Severability. In the event that any provision of this Financing Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

Section 8.4 Amendments, Supplements and Modifications. This Financing Agreement shall not be amended, supplemented or modified except by a written instrument executed by the Authority and the County.

Section 8.5 Execution in Counterparts. This Financing Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.6 Applicable Law. This Financing Agreement shall be governed by and construed in accordance with the laws of the State, including the Act.

Section 8.7 Captions. The captions or headings in this Financing Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Financing Agreement.

Section 8.8 Benefit of Financing Agreement. This Financing Agreement is executed, among other reasons, to induce the Financing by the Authority and, to the extent that the Authority may so determine from time to time in accordance with Section 8.10 hereof, to secure the Bonds. Accordingly, those rights of the Authority to enforce the duties, covenants, obligations and agreements of the County set forth herein, including the right to enforce the payment of amounts due under the Financing, may at any time, in whole or in part, be assigned and pledged by the Authority to the Trustee for the benefit of the owners of the Bonds and thereafter such duties, covenants, obligations and agreements so assigned and pledged shall be for the benefit of and enforceable by the Trustee and the Authority except that beneficial owners of the Bonds shall be third-party beneficiaries of Section 8.9(B) of this Financing Agreement.

Section 8.9 Further Assurances; Disclosure of Financial Information, Operating Data and Other Information.

(A) The County shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be deemed necessary or desirable by the Authority, in its sole discretion, for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Financing Agreement. The County also agrees to furnish to the Authority such additional information concerning the financial condition of the County as the Authority may from time to time reasonably request.

(B) Without limiting the generality of the foregoing, the County agrees to comply with the terms of the Continuing Disclosure Agreement.

(C) If and so long as the offering of the Bonds continues (a) the County will furnish such information with respect to itself as the underwriters of the Bonds may from time to time reasonably request in writing and (b) if any event relating to the County shall occur as a result of which it is necessary, in the opinion of Bond Counsel to the Authority, General Counsel of the Authority or counsel for such Underwriters, to amend or supplement the preliminary and/or final official statement of the Authority used in connection with the offering of the Bonds in order to make such information not misleading in light of the circumstances then existing, the County will forthwith prepare and furnish to the Authority and the Underwriters such information relating to the County as may be necessary to permit the preparation of an amendment of or supplement to such preliminary and/or final official statement (in form and substance satisfactory to the Bond Counsel to the Authority and counsel for the Underwriters) which will amend or supplement such preliminary and/or final official statement so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make statements therein, in light of the circumstances then existing, not misleading. Unless the County shall have been notified to the contrary in writing by the Authority or the Underwriters, the County shall be entitled to presume that the offering by the Authority and that its obligations under this subsection shall have ceased twenty-five (25) days after the date of delivery of the Bonds.

Section 8.10 Assignment of Financing Agreement. The County consents to the pledge and assignment at any time of any portion of the Authority's estate, right, title and interest and claim in, to and under this Financing Agreement and the right to make all related waivers and

agreements in the name and on behalf of the Authority, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Financing Agreement, if any.

Section 8.11 Financing Agreement Supersedes Prior Agreements This Financing Agreement supersedes any other prior or contemporaneous agreements or understandings, written or oral, between the parties relating to the financing of the Project.

IN WITNESS WHEREOF, the County and the Authority have each caused this Financing Agreement to be executed and delivered as of the date first above written.

COUNTY OF ALBANY, NEW YORK

BY: _____
County Executive

ALBANY COUNTY PINE HILLS
LAND AUTHORITY

BY: _____
Authorized Officer

[Financing Agreement Signature Page]

EXHIBIT A
FORM OF BOND
[TO BE PROVIDED]

A-1

RESOLUTION NO. 321

REQUESTING THE NEW YORK STATE LEGISLATURE TO ENACT ASSEMBLY BILL NO. A.10358A/SENATE BILL NO. S.9569A REGARDING THE CREATION OF THE ALBANY COUNTY PINE HILLS LAND AUTHORITY

Introduced: 5/28/24

By Cunningham:

WHEREAS, Authorization for the creation of the Albany County Pine Hills Land Authority will establish a public authority to transition the future use of facilities of the College of Saint Rose in a way to promote and stimulate economic development in Albany County, and

WHEREAS, Authorization for the creation of this public authority must be enacted by the State Legislature, and

WHEREAS, Currently, bills entitled, “AN ACT to amend the public authorities law, in relation to creating the Albany county pine hills land authority” are before both houses of the New York State Legislature: in the Assembly, Bill A.10358A, and in the Senate, Bill S.9569A, now, therefore, be it

RESOLVED, By the Albany County Legislature, pursuant to Article IX of the New York State Constitution and Section 2 of the Municipal Home Rule Law, that the County Legislature hereby requests the enactment of legislation by the Legislature of the State of New York as contained in Assembly Bill A.10358A and Senate Bill S.9569A, 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; Senators Neil Breslin and Jacob Ashby; and Members of Assembly Patricia Fahy, John T. McDonald III, and Phillip G. Steck.

RESOLUTION NO. 689

RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (THE “COUNTY”), ADOPTED _____, 2024, AUTHORIZING THE EXECUTION OF A FINANCING AGREEMENT BY AND BETWEEN THE COUNTY AND THE ALBANY COUNTY PINE HILLS LAND AUTHORITY (THE “AUTHORITY”), AND RELATED AGREEMENTS IN CONNECTION WITH THE FOREGOING

Introduced: 11/12/24

By Audit and Finance Committee:

WHEREAS, the Albany County Pine Hills Land Authority (the “Authority”) is a body corporate and politic constituting a public benefit corporation of the State of New York (the “State”), created and existing under and by virtue of Title 28-C of Article 8 of the Public Authorities Law of the State (the “PAL”), Chapter 168 of the Laws of 2024 of the State, as amended from time to time (the “Act”), organized for the purpose of, among other things, acquiring, promoting, and repositioning the campus of the now closed The College of Saint Rose (“St. Rose”) to the highest and best use; and

WHEREAS, the Authority is authorized and empowered by the provisions of the Act to protect adequate and accessible performing arts centers, athletic fields, educational facilities, and residential facilities; preserve facilities at risk of being underutilized and becoming blighted; and stimulate and promote a healthy economy within the County of Albany, New York; and

WHEREAS, to accomplish its stated purposes, the Authority is authorized and empowered under the Act to (A) to acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance, and operate the college of Saint Rose facilities and services within the County; (B) to make contracts and leases and to execute all instruments necessary or convenient for its corporate purposes; and (C) to issue its negotiable bonds to finance the cost such project or for any other corporate purpose; and

WHEREAS, the Authority is considering undertaking a project (the “Project”) consisting of (A) (1) the acquisition, administration, maintenance, security, operating and redevelopment of St. Rose’s approximately 29 acre campus generally located on, but not limited to, Madison Avenue, Western Avenue, Morris Street, Partridge Street, Yates Street and State Street in the City of Albany, Albany County, New York (the “Land”), together with various existing buildings and related improvements located thereon (collectively, the “Facility”); and (2) the acquisition and installation thereon and therein of certain related furniture, fixtures, machinery and equipment (the “Equipment”) (the Land, the Facility and the Equipment hereinafter collectively referred to as the “Project Facility”), all of the foregoing to be maintained, operated, and/or marketed to an end user or users which would utilize the Project Facility for its highest and best use; (B) the

financing of all or a portion of the costs of the foregoing, together with necessary incidental costs in connection therewith, by the issuance of taxable and/or tax-exempt bonds of the Authority in one or more issues or series in an aggregate principal amount not to exceed \$80,000,000 (the “Obligations”); and (C) the payment of a portion of the costs incidental to the issuance of the Obligations, including issuance costs of the Obligations and any reserve funds as may be necessary to secure the Obligations; and

WHEREAS, the Authority has requested Albany County (the “County”) to provide a source of payment for the Obligations to assist the Authority with its obligation to repay the Obligations; and

WHEREAS, pursuant to the terms of the Act, the Authority’s purposes are deemed to be public purposes and involve the performance of an essential governmental function for which public funds may be expended, and both the County and the Authority in carrying out their respective powers and duties under the Act are deemed to be acting in a governmental capacity; and

WHEREAS, pursuant to Section 2676-d of the Act, the County may, from time to time, appropriate sums of money toward project costs or other costs and expenses of the Authority; and

WHEREAS, the terms of the payments to be made by the County are to be set forth in a financing agreement by and between the County and the Authority (the “Financing Agreement”) pursuant to which the County will agree to make payments in sufficient amounts to pay when due the principal and interest payments due and payable on the Obligations; and

WHEREAS, the County desires to enter into the Financing Agreement, and various other documents and agreements in connection with therewith (hereinafter collectively called the “County Documents”), and to be responsible for the repayment of the Obligations upon the terms and conditions set forth in the Financing Agreement; and

WHEREAS, pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended, and the regulations (the “Regulations”) adopted pursuant thereto by the Department of Environmental Conservation of the State of New York (collectively, the “SEQR Act”), neither the Authority nor the County has yet made a determination as to the potential environmental significance of the Project and therefore has not yet determined whether an environmental impact statement is required to be prepared with respect to the Project; and

WHEREAS, the undertaking of the Project, the providing for the repayment of the Obligations and the execution and delivery of the County Documents appears to constitute a “Type II action” (as said quoted term is defined in the Regulations),

and therefore it appears that no further determination or procedure under SEQRA is required; and

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

Section 1. All action taken by this Honorable Body or the County Executive with respect to the Project is hereby ratified and confirmed.

Section 2. This Honorable Body hereby finds and determines that:

(A) (1) Pursuant to Section 617.5(c)(1), (24), (26), and (27) of the Regulations, the undertaking of the Project, the providing for the repayment of the Obligations and the execution and delivery of the County Documents is a “Type II action” (as said quoted term is defined in the Regulations); and

(2) Therefore, the County hereby determines that no environmental impact statement or any other determination or procedure is required under the Regulations with respect to the undertaking of the Project, the providing for the repayment of the Obligations and the execution and delivery of the County Documents.

(B) By virtue of the laws of the State, and the Charter of the County (the “Charter”), the County has been vested with all powers necessary and convenient to carry out and effectuate the purpose and provisions of the Charter and to exercise all powers granted to it under the Charter.

(C) The Project constitutes a “project” as defined in the Act.

(D) The undertaking of the Project, and the repayment of the Obligations by the County, will ensure a healthy economy for the residents of the County, promote the general welfare of the residents of the County, promote economic development, and prevent blight and underutilization within the County.

(E) Pursuant to Sections 2676-a and 2676-d of the Act, the County’s participation in the Project constitutes an essential governmental function of the County for which the County is authorized to expend public funds.

(F) It is desirable and in the public interest for the County to enter into the County Documents and to provide for the repayment of the Obligations.

Section 3. The form and substance of the Financing Agreement is hereby approved.

Section 4. The Obligations are to be issued by the Authority in an aggregate principal amount not to exceed \$80,000,000, and the repayment by the County of the principal and interest due on such Obligations, all pursuant to the laws of the State and in accordance with terms and conditions of the Financing Agreement, is hereby authorized and approved.

Section 5. The County Executive is hereby authorized, on behalf of the County, to execute and deliver the Financing Agreement, and, where appropriate, the Clerk of the County and/or the County Attorney of the County is hereby authorized to affix the seal of the County thereto and to attest the same, all in substantially the form thereof presented to this meeting, with such changes, variations, omissions and insertions as the County Executive shall approve, the execution thereof by the County Executive to constitute conclusive evidence of such approval.

Section 6. The County Executive is hereby authorized, on behalf of the County, to execute and deliver the balance of the County Documents, and, where appropriate, the Clerk of the County and/or the County Attorney of the County is hereby authorized to affix the seal of the County thereto and to attest the same, with such changes, variations, omissions and insertions as the County Executive shall approve, the execution thereof by the County Executive to constitute conclusive evidence of such approval

Section 7. The officers, employees and agents of the County are hereby authorized and directed for and in the name and on behalf of the County to do all lawful acts and things required or provided for by the provisions of the County Documents, and to execute and deliver all such additional certificates, instruments and documents, to pay all such fees, charges and expenses and to do all such further lawful acts and things as may be necessary or in the opinion of the officer, employee or agent acting desirable and proper to effect the purposes of the foregoing resolution and to cause compliance by the County with all of the terms, covenants and provisions of the County Documents binding upon the County.

Section 8. The appropriation of County funds in an amount not to exceed \$_____ to pay costs of the Project, and any other costs and expenses of the Authority, including operating expenses, as authorized pursuant to Section 2676-d(1) of the Act, is hereby approved.

Section 9. The County is hereby authorized and directed to prepare information concerning the County and to furnish such information for use in an offering document to be distributed by the Authority in connection with the sale of the Obligations (hereinafter referred to as the "Official Statement"), and the County Executive is hereby authorized and directed to deliver letters or certificates to the Authority and the underwriters of the Obligations signed on behalf of the County, stating in substance that the information contained in the Official Statement relating to the County is approved and does not contain any untrue statement of material fact and does not omit any material facts necessary to make the

statements made, in light of the circumstances under which they were made not misleading and the County hereby authorizes the distribution of the Official Statement in connection with the public offering of the Obligations.

Section 10. The County Executive is authorized and directed to distribute copies of this Resolution to the Authority and to do such further things or perform such lawful acts as may be necessary or convenient to implement the provisions of this resolution.

Section 11. The County Attorney is authorized to approve the County Documents, together with any documents referenced in Sections 7 and 9 hereof, as to form and content.

Section 12. This resolution shall take effect immediately.

[Remainder of page left blank intentionally]

LOCAL LAW NO. “L” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

Introduced: 7/8/24

By Reidy:

A Local Law creating Chapter 112 of the Code of the County of Albany, entitled **Arts and Culture**, and Article 1 of such Chapter, entitled **Public Art Fund**, to provide public financial support for public art in Albany County.

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Chapter Creation.

Chapter 112, **Arts and Culture** is hereby created.

Chapter 112, Article I, **Public Art Fund**, is hereby created.

Section 2. § 112-1, Title.

This Local Law shall be known as the “Albany County Matthew Peter Public Art Law.”

Section 3. § 112-2, Legislative Intent.

The Albany County Legislature hereby finds and determines that art is essential to the human experience and should be accessible to all County residents.

The Legislature further finds and determines that, in addition to aesthetic value, public art installations provide a community-building effect that evoke empathy, understanding, identity, and a sense of belonging.

The Legislature further finds and determines that public art is an indispensable tool combat blight, promote mental and physical health, deter criminal activity, and increase public safety in communities.

The Legislature further finds and determines that public art allows the community to participate in the creation of public spaces and is a powerful way to increase neighborhood pride and identity, foster social bonds, and provide access to art for all people regardless of their circumstance.

The Legislature further finds and determines that public art brings economic benefits such as increased tourism and new jobs by encouraging pedestrian activity, improving the viability of local businesses, and stimulating the local creative economy.

The Legislature further finds and determines that local artists should be valued for their work and provided opportunities to use their essential talents and skills to better the County in exchange for fair compensation.

The Legislature further finds and determines that due to the aforementioned reasons, Albany County would benefit greatly from the creation of a funding mechanism for public art related to certain County capital construction projects.

Section 4. § 112-3, Definitions.

“Public Art” includes any application of artistic skill to the production of tangible objects according to aesthetic principles. “Public Art” includes, but is not limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, fountains, streetscapes, drawings, ceramics, topiary, and other decorative public use features.

“Capital Projects” includes:

- (a) New construction of a building or of additional space added to a building; and/or
- (b) Any reconstruction or renovation of a building or part of a building, whether financed through the issuance of bonds, pay-as-you-go funding, or other non-County funding sources.

“Projects” shall not include those which are solely for rehabilitation of equipment.

“Cost of a Project” includes design, architectural and engineering fees, site work, construction, and contingency allowances for a project.

“Public Art Fund” means a fund to which 1 percent of the value of a new capital project, up to a maximum of \$10,000 for each capital project, will be allocated to fund public art initiatives in Albany County.

“Board” refers to the Public Art Board of Directors.

“Master Public Art Plan” means the annual plan drafted by the Public Art Committee to ensure a transparent, culturally-competent acquisition program and clear implementation guidelines.

Section 5. § 112-4, Public Art Fund.

Capital projects that are \$250,000 or greater, whether funded by capital funds or operating funds, shall include the appropriation of funds equal to 1 percent of the cost of the project, with said funds to be appropriated for the acquisition, maintenance, and management of public art, except where the appropriating resolution, bond resolution, or budget may provide otherwise; provided, however, that, where applicable, such amount shall be reduced to the extent that state funds, Federal funds, and funding derived from water rates, water quality treatment charges, sewer rents and sewage, wastewater and refuse collection charges in the County, are not authorized to be used for such purpose. The maximum allocated for public art shall be \$10,000 from each eligible capital project.

A public art fund shall be created by the Department of Management and Budget to hold funds for implementation of the projects finalized in the Master Public Art Plan and/or projects chosen by the Public Art Board of Directors. The fund shall be known as the “Matthew Peter Public Art Fund” in memory of the late Legislator Matthew Peter who championed public art projects in the City of Albany.

The use of any funds appropriated for any project for public art purposes shall be in accordance with the Master Public Art Plan, except that any such funds provided from the proceeds of County serial bonds or notes shall be used only for public art purposes related to the project for which such bonds or notes were authorized. To the extent the total appropriation of a project is not used for the acquisition of works of art for said project, upon the approval of the County Legislature, the remainder may be used for:

- (a) Arts program administrative costs, insurance costs, or the repair and maintenance of any artwork acquired under this law; or
- (b) Supplementing other appropriations for the acquisition of artwork under this law or to place artwork in or near government facilities which have already been constructed.

Section 6. § 112-5, Public Art Board of Directors.

- A. There shall be Public Art Board of Directors, henceforth referred to as the Board, consisting of five voting members. The County Executive shall appoint one member, the Majority Leader of the Legislature shall appoint two members, the Chair of the Legislative Black Caucus shall appoint one member, and the full County Legislature shall appoint one member. All five members shall be subject to confirmation by the Legislature. The Board shall appoint a Chair from its membership to serve a one-year term.
- B. All Board members shall be experts in the fields of art, art history, architecture, or architectural history. Members must be residents of Albany County and may not be a County employee or officer or serve on any other

County advisory boards. Members shall be professionally associated with local visual arts groups, such as art galleries or art schools, or have at least 10 years of experience creating professional art.

- C. In addition to the five voting Board members, the County Executive, the Chair of the Legislature, the Chair of the Legislature's Public Works Committee, and the Majority Leader of the Legislature, or their designees, shall serve as ex officio members of the Board.
- D. The Board shall choose the method of acquisition of public art for each project. Methods of acquisition may include, but are not limited to, projects of preexisting art, direct commission, art competition, request for proposals, or acceptance of donations.
- E. For each project, the Board may convene a panel comprised of at least three Board members, one of whom shall be designated panel Chair. The Board may also appoint additional art experts to serve as members of the project panel. The Board may appoint additional members to the panel to serve as advisors, such as community representatives, County employees, project managers, or others who will have frequent contact with the public art when it is completed. An architect or engineer shall be an ex officio member of each panel. The panel shall review the scope of each project and shall make recommendations to the Board on the nature of the public art to be considered for the project, the method of acquisition for each project, the specific artist and the specific art for each project, and what portion of the budget for each project shall be used for refurbishing or restoring existing works of art or to be set aside for the maintenance of a work of art.
- F. The acquisition and siting of all artwork shall be subject to legislative approval.
- G. Ownership and title of all works of public art acquired by the County under this Local Law shall be vested in the County of Albany.
- H. The Board shall create by-laws, subject to legislative approval, which will govern the conduct and operations of the Board.
- I. The Albany County Department of Economic Development and Planning shall serve as coordinator for the program and provide staff support to the Board.
- J. The Board shall deliver an annual report to the County Legislature detailing its operations, Master Public Art Plan, and art created under its authority.

Section 7. § 112-6, Master Public Art Plan.

The Board shall prepare an annual Master Public Art Plan (“Plan”), subject to legislative approval, to ensure a transparent, culturally-competent acquisition program and clear implementation guidelines. The Board shall hold a public hearing on the Master Public Art Plan prior to its approval. The Master Public Art Plan shall be approved by the Board and submitted to the legislature annually by March 1.

- (a) All acquisitions and sales of public art shall be in accordance with the Master Public Art Plan. The Board shall recommend acquisitions and the hiring of artists in addition to overseeing the public education and curatorial aspects of the acquisition program.
- (b) The Plan shall make all efforts to be equitable and include artists from a variety of different backgrounds for public art projects. The siting of these projects shall be County-wide, but shall include efforts to place art in underserved areas.
- (c) The Plan shall make all efforts to utilize artists who are County residents.
- (d) The Plan shall emphasize the importance of fair and adequate compensation for artists.
- (e) The Plan shall be voted on by the Legislature and presented to the Department of Economic Development and Planning by May 1st each year.
- (f) The Board shall, through the Plan and its acquisition program, make best efforts to call for artist submissions and publicize the intention to find appropriate art within 30 days of the Plan’s approval each year.
- (g) Final contracts to authorize public art contracts and the hiring of artists are subject to approval by the Albany County Legislature.

Section 8. Severability.

If any clause, sentence, paragraph, section, subdivision, or other part of this Local Law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the Local Law which shall remain in full force and effect except as limited by such order or judgment.

Section 9. SEQRA Compliance.

This County Legislature determines that this Local Law constitutes a “Type II action” pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 10. Effective Date.

This Local Law shall take effect immediately following its filing with the Office of the Secretary of State.

RESOLUTION NO. 420

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “L” FOR 2024: A
LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING
CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC
ART FUND**

Introduced: 7/8/24

By Reidy:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “L” for 2024, “A Local Law of the County of Albany, New York Establishing Chapter 112 of the Albany County Code to Create a Public Art Fund” to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, July 23, 2024, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

RESOLUTION NO. 494

REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS

Introduced:

By: Drake, Burgdorf, Mauriello

WHEREAS, Resolution No. 374 for 2024, adopted by the Albany County Legislature on July 8th, 2024, requested a site feasibility study of the placement of public use electric vehicle charging stations on various County properties, and

WHEREAS, Resolution No. 374 of 2024 spoke primarily to the need of Albany County to survey what County properties, if any, would be suitable for hosting public use electric vehicle charging stations without consideration for the long-term fiscal sustainability of public use charging stations, specifically with regard to the installation, maintenance, and continued use of such stations, and

WHEREAS, While creating incentives for the adoption of electric vehicles is laudable, additional detail is necessary for the Legislature to properly make a determination regarding the adoption of County-operated electric vehicle charging stations, now, therefore, be it

RESOLVED, That this Honorable Body requests that the Department of General Services conduct a study on the fiscal sustainability of the installation of public use electric vehicle charging stations on vacant County properties; said study shall examine existing availability of public use chargers near County owned properties, the projected cost of installation of charging stations, the annual maintenance and projected electricity costs associated with such stations, the County funding source(s) which will cover these projected costs, projected revenues generated from fees on charging station usage, and any other issues determined by the Department to be necessary for implementation and long-term sustainability of said stations, and, be it further

RESOLVED, That the Department of General Services report its findings by August 30, 2025 so that, if feasible, the costs of such investment and any potential revenues can be made a part of the 2026 Albany County budget discussions, and be it further

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

RESOLUTION NO. 635

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “S” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

Introduced: 10/15/24

By Cunningham:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “S” for 2024, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION” to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, November 19, 2024, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

LOCAL LAW NO. “S” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

Introduced: 10/15/24

By Cunningham and Willingham:

PURSUANT TO SECTIONS 10 AND 33 OF THE MUNICIPAL HOME RULE LAW, COUNTY LAW SECTION 400 AND SECTION 2702 OF THE ALBANY COUNTY CHARTER:

Be it enacted by the Legislature of the County of Albany as follows:

SECTION I. Legislative Intent:

In 2012, a Charter Review Commission was formed by this Honorable Body to determine what, if any, changes could be made to the then decade’s old charter. The Commission met routinely over the course of a year and published recommended changes to the Charter, many of which sought to streamline processes or modernize the County’s operations. To date, many of the proposed changes have been adopted, but a various substantive changes have evaded adoption. One major proposal by the Charter Review Commission was to expand the governance of the Board of Contract Administration. The Board’s authority was established in 1993, and provided oversight of contracts less than \$100,000. The Charter Review Commission suggested increasing that amount based on inflation, which would have been \$155,000 at the time of the Charter Review Commission’s proposal. Today, that amount, adjusted for inflation, is approximately \$215,000. The recommendation of the Charter Review Commission should be adopted to reflect the fact that the Board of Contract Administration is operating in 2024, and not 1993.

SECTION II. Article 13 of the Albany County Charter is hereby amended as follows:

Section 1301: Board of Contract Administration; powers and duties.

For the purpose of simplifying, clarifying and centralizing the approval process for contracts, there is hereby established a Board of Contract Administration. The Board shall be composed of the County Executive, the Chairperson of the County Legislature and the County Clerk. The Board of Contract Administration is empowered to approve contracts for execution by the County Executive in amounts of not less than twenty thousand dollars (\$20,000), and, not more than [one] two hundred fifteen thousand dollars (\$[100]215,000), or such higher amount as may be established by local law. The Board shall report [periodically] quarterly to the County Legislature, detailing the contracts approved by it.

Section 1302: Other contract approvals.

The County Executive shall be empowered to approve and execute contracts in an amount less than twenty thousand dollars (\$20,000). The County Legislature shall be empowered to approve contracts for execution by the County Executive in amounts over [one] two hundred fifteen thousand dollars (\$[100]215,000), in addition to those mentioned in Section 204(m) of this Charter. The County Executive shall not, through change orders, amendments, renewals, or any other method or device, exceed such twenty thousand dollar (\$20,000) limit with respect to any vendor or subject matter, without approval of the County Legislature.

Section 1303: Annual Adjusted Amount

The dollar amounts set forth above in sections 1301 and 1302 of this Article shall be adjusted annually on the first day of January each year by the Consumer Price Index ("CPI") to keep pace with inflation. The County's Department of Management and Budget shall use the annual CPI data for adjustment, rounded to the nearest five thousand dollar amount (\$5,000). The annual adjusted dollar amount shall be provided to the Clerk of the Legislature, County Comptroller and County Clerk by the Commissioner of Management and Budget upon it being determined.

SECTION III. SEQRA Compliance

This County Legislature determines that this local law constitutes a "Type II action" pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required

SECTION IV. Effective Date.

This Local Law is adopted subject to permissive referendum pursuant to Section 24 of the New York State Municipal Home Rule Law.

LOCAL LAW NO. “S” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

Introduced: 10/15/24

By Cunningham and Willingham:

PURSUANT TO SECTIONS 10 AND 33 OF THE MUNICIPAL HOME RULE LAW, COUNTY LAW SECTION 400 AND SECTION 2702 OF THE ALBANY COUNTY CHARTER:

Be it enacted by the Legislature of the County of Albany as follows:

SECTION I. Legislative Intent:

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SECTION III. SEQRA Compliance

This County Legislature determines that this local law constitutes a "Type II action" pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required

SECTION IV. Effective Date.

This Local Law is adopted subject to permissive referendum pursuant to Section 24 of the New York State Municipal Home Rule Law.



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

TO: Joanne Cunningham, Chairwoman of the Legislature
Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Dave Reilly, Commissioner of Management & Budget
Eitan Goldmeer, Budget Analyst

FROM: Rachel Bledi, Board of Elections Republican Commissioner
Kathleen Donovan, Board of Elections Democratic Commissioner

RE: Ballot By Mail Grant

DATE: 11/03/2024

Please be advised that the Albany County Board of Elections is seeking approval for a contract with New York State Board of Elections for a *Ballot By Mail* Grant in the amount of \$123,995 for costs related to providing pre-paid return postage and outgoing postage on absentee ballots and applications, and early voting by mail ballots and applications. The current contract term is 04/01/2024 to 03/31/2025.

Annexed hereto is the copy of the grant. If you have any questions, please feel free to contact us.

REQUEST FOR LEGISLATIVE ACTION

Contract Approval for Board of Elections

..title

Ballot BY Mail Grant Program

..body

Date:	11/06/2024	Submitted By:	Rachel Bledi
Department:	Board of Elections	Title:	Commissioner of Elections
Attending Meeting:	Rachel Bledi and Kathleen Donovan	Phone:	518-487-5070

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: NYS Board of Elections
40 N. Pearl St, Suite 5, Albany, NY 12207

Term: (Start/end date or duration)	04/01/2024 to 3/31/2025
Amount/Raise Schedule/Fee:	\$123,995

BUDGET INFORMATION:

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

Source of Funding – (Percentages)

Federal:	0	County:	0
State:	100%	Local:	0 Enter text.

County Budget Accounts:

Revenue Account and Line:	A1450 03026
Revenue Amount:	\$123,995
Appropriation Account and Line:	A1450 44035
Appropriation Amount:	\$123,995

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☒ No ☐
If Mandated, Cite Authority:	Election Law
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:

DESCRIPTION OF REQUEST:

Please be advised that the Albany County Board of Elections is seeking approval for a contract with New York State Board of Elections for a *Ballot By Mail* Grant in the amount of \$123,995 for costs related to providing pre-paid return postage and outgoing postage on absentee ballots and applications, and early voting by mail ballots and applications. The current contract term is 04/01/2024 to 03/31/2025.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207	BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER: C004940 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: Albany County Board of Elections	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563	PROJECT NAME: Ballot By Mail Grant Program ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 260 South Pearl Street Albany NY 12202 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 04/01/2024 To: 03/31/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i> CURRENT: \$123,994.27 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
---	---

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

Attachment A:

Attachment B:

Attachment C: Work Plan

Attachment D: Payment and Reporting

Other:

☒ A-1 Agency Specific Terms and Conditions
☐ A-2 Program Specific Terms and Conditions
☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)

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

CONTRACTOR:

Albany County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

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

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

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

may not be released without prior written approval from the State. For the purposes of this Agreement, “Publicity” includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State’s name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT D PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

[illegible]

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☒ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

Contract Number: # C004940

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: N/A			
Progress Report	Report Type	Report Period	Due Date

E. Special Payment and Reporting Provisions

Attachment A-1

County Boards of Elections reimbursement program for actual expenses related to early mail and absentee ballots, postage, envelopes, and associated supplies and materials.

The New York State Aid to Localities Budget authorized \$7.7 million be made available to local boards of elections for reimbursement of costs related to providing pre-paid return postage and outgoing postage on absentee ballots and applications, and early voting by mail ballots and applications as enacted by chapter 481 of the laws of 2023.

A copy of such plan shall be sent to the director of the Division of Budget, the Senate Finance Committee, and the Assembly Ways and Means Committee.

A Ballot By Mail Grant Program is established to put into place a contract/reimbursement process to guide County Boards of Elections and State Government partners through a voucher reimbursement process.

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

County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

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

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

Attachment A-1

Purpose of Program	Reimburse County Boards of Elections for local dollars spent to provide pre-paid return envelopes for early mail and absentee ballots and applications and other related costs.
Submission of Reimbursement Request	Upon a County's payment of invoices related to items and services allowable under the Ballot By Mail Grant Program.
Duration of Ballot By Mail Grant Program	The Ballot By Mail Grant Program expires when there are no funds remaining of the County's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than March 31, 2025. Eligible expenses must take place between April 1, 2024 and March 31, 2025. All Claims for Payment must be submitted to State Board of Elections no later than June 29, 2025.

Such funds may be used to reimburse County Boards of Elections for allowable expenditures made in securing products or services related to providing pre-paid postage for early mail and absentee ballots, applications, and return envelopes.

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your County may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the County Board of Elections has expended funds to provide early mail and absentee ballots.
3. County Boards should make claim for payment for the total sum of money expended for pre-posted envelopes and associated supplies and materials, as available to the respective County Board, pursuant to the funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.

Attachment A-1

4. The request for the reimbursement of funds must be directly associated with products and services which will serve all voters, without exclusion.
5. The County Board of Elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the County Board of Elections' expenditures under the provisions of the Ballot By Mail Grant Program.
7. The requirements of the Ballot By Mail Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County governing body must be informed in writing by the County Board of Elections, of the terms and conditions of this Agreement that apply to the receipt and use of these funds. A copy of such written notice shall be attached to the claim for payment.
9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
10. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final Ballot By Mail Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
11. The County agrees to comply with all applicable Federal, State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.
12. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

Allowable expenses include:

Attachment A-1

- Postage and return postage for outgoing and incoming ballots, applications, and cures
- Postage Meters and associated supplies, including but not limited to ink, postage meter strips, replacement parts, labels, and sealing solution
- Fees associated with USPS account billing
- Envelopes
- Automated mailing equipment including but not limited to folding, inserting, opening, and sealing equipment
- Shipping supplies, including but not limited to paper, tape, manual letter openers, postal scales, envelope and stamp moisteners, rubber stamps, transport carts, and folders
- Other materials related to sorting and counting of early mail and absentee ballots, including but not limited to ballot tabulators, sorting machines, sorting bins, secure pouches, and other ballot collection receptacles
- Fees related to set up and usage of Intelligent Mail Barcodes
- Temporary staff to assist in sorting, sending, and intaking mail
- Vendors to produce absentee envelopes and ballots, and/or mail early mail and absentee envelopes and ballots

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans

Attachment A-1

- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

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

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The methodology/means to address the implementation to providing pre-paid return postage on early mail and absentee ballots, applications, and envelopes.
 - The actual cost to address the implementation providing pre-paid return postage on early mail and absentee ballots, applications, and envelopes.
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.
- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

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

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.

Attachment A-1

- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

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

- Expenditure of funds was the most reasonable, economical and responsible way to provide pre-paid return postage on early mail and absentee ballots, applications, and envelopes.
- The County governing body has been informed in writing by the County Board of Elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

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

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

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

Attachment A-1

Claim for Payment Form:

Submit the completed and signed claim for payment:

New York State Board of Elections
ATTN: Grants Unit
40 N Pearl Street, 5th Floor
Albany, NY 12207-2729
Email: grants@elections.ny.gov

Review and Payment Process:

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

Administrative Requirements:

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

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

Attachment A-1

Assistance:

For Ballot By Mail Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit
40 N Pearl St., 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

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

Attachment A-1

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

Commissioner

Commissioner

Date: ____/____/____

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

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

Comments:

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

COUNTY _____ DATE _____

Ballot By Mail Grant Program Workplan / Budget

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

Narrative: Include (1) description of the expenditures necessary, with specific costs detailed to purchase and utilize envelopes, postage, pre-posted envelopes, mail opening and sorting machines, and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation of early vote by mail; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditure in implementing early vote by mail.

Description of Expenditures:

How request further advances the implementation and administration of ballots by mail (Absentee and Early Vote by Mail):

Are the costs listed allowable, allocable and reasonable?

☐ Yes ☐ No

Evaluation of Expenditures:

Applicants' Comments:

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Workplan/Budget Total:			
<i>To be completed by the New York State Board of Elections</i>			
Ballot By Mail Grant Funds Available:			
Contract Amount:			

COUNTY COMMISSIONER SIGNS HERE ☐

Printed Name _____ Date _____

COUNTY COMMISSIONER SIGNS HERE ☐

Printed Name _____ Date _____

Attachment E – Funding Schedule

Ballot By Mail Grant Program

Counties	Total Enrolled Voters (Active and Inactive)	Percent of State Voter Population	Grant Distribution (\$10K Base per County)
Albany	211,056	1.61%	\$123,994.27
Allegany	27,311	0.21%	\$24,751.05
Broome	140,960	1.08%	\$86,134.45
Cattaraugus	50,627	0.39%	\$37,344.34
Cayuga	50,724	0.39%	\$37,396.74
Chautauqua	84,017	0.64%	\$55,378.75
Chemung	55,262	0.42%	\$39,847.77
Chenango	31,399	0.24%	\$26,959.04
Clinton	52,925	0.40%	\$38,585.53
Columbia	50,436	0.38%	\$37,241.18
Cortland	31,631	0.24%	\$27,084.34
Delaware	31,395	0.24%	\$26,956.87
Dutchess	222,218	1.70%	\$130,023.02
Erie	656,171	5.01%	\$364,407.06
Essex	27,069	0.21%	\$24,620.34
Franklin	28,676	0.22%	\$25,488.31
Fulton	35,433	0.27%	\$29,137.85
Genesee	39,771	0.30%	\$31,480.87
Greene	35,485	0.27%	\$29,165.94
Hamilton	4,350	0.03%	\$12,349.50
Herkimer	43,952	0.34%	\$33,739.08
Jefferson	64,561	0.49%	\$44,870.29
Lewis	19,260	0.15%	\$20,402.59
Livingston	42,191	0.32%	\$32,787.94
Madison	46,553	0.36%	\$35,143.92
Monroe	525,955	4.01%	\$294,075.59
Montgomery	30,888	0.24%	\$26,683.04
Nassau	1,064,828	8.12%	\$585,128.37
Niagara	150,111	1.15%	\$91,077.03
Oneida	141,549	1.08%	\$86,452.58
Onondaga	323,810	2.47%	\$184,894.27
Ontario	82,248	0.63%	\$54,423.29
Orange	263,209	2.01%	\$152,162.83
Orleans	25,541	0.19%	\$23,795.05
Oswego	78,193	0.60%	\$52,233.12
Otsego	38,392	0.29%	\$30,736.05
Putnam	75,812	0.58%	\$50,947.11
Rensselaer	111,842	0.85%	\$70,407.42
Rockland	220,494	1.68%	\$129,091.87
Saratoga	187,964	1.43%	\$111,521.96
Schenectady	106,049	0.81%	\$67,278.54
Schoharie	21,281	0.16%	\$21,494.16

Attachment E – Funding Schedule

Schuyler	13,232	0.10%	\$17,146.79
Seneca	21,442	0.16%	\$21,581.12
St.Lawrence	64,332	0.49%	\$44,746.61
Steuben	63,774	0.49%	\$44,445.22
Suffolk	1,112,963	8.49%	\$611,126.75
Sullivan	54,106	0.41%	\$39,223.40
Tioga	34,282	0.26%	\$28,516.18
Tompkins	64,733	0.49%	\$44,963.19
Ulster	135,320	1.03%	\$83,088.21
Warren	49,678	0.38%	\$36,831.78
Washington	39,699	0.30%	\$31,441.98
Wayne	61,046	0.47%	\$42,971.79
Westchester	668,649	5.10%	\$371,146.60
Wyoming	25,658	0.20%	\$23,858.24
Yates	14,562	0.11%	\$17,865.14
Total Outside NYC	7,955,075	60.69%	\$4,866,646.33
Bronx	785,637	5.99%	\$434,333.44
Kings	1,616,593	12.33%	\$883,144.30
New York	1,113,601	8.50%	\$611,471.34
Queens	1,304,159	9.95%	\$714,394.36
Richmond	333,282	2.54%	\$190,010.23
Total NYC	5,153,272	39.31%	\$2,833,353.67
Statewide Total	13,108,347		\$7,700,000.00



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

TO: Joanne Cunningham, Chairwoman of the Legislature
Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Dave Reilly, Commissioner of Management & Budget
Eitan Goldmeer, Budget Analyst

FROM: Rachel Bledi, Board of Elections Republican Commissioner
Kathleen Donovan, Board of Elections Democratic Commissioner

RE: Electronic Poll Book Grant

DATE: 11/03/2024

Please be advised that the Albany County Board of Elections is seeking approval for a contract with New York State Board of Elections for a *Electronic Poll Book Grant*, which provides \$236,701 in reimbursable funds for expenses related to electronic poll books (E-Poll Books) and associated software, on-demand ballot printers and related cyber security. The current contract term is 04/01/2024 to 03/31/2025.

Annexed hereto is the copy of the grant. If you have any questions, please feel free to contact us.

REQUEST FOR LEGISLATIVE ACTION

Contract Approval for Board of Elections

..title

Electronic Poll Book Grant Program

..body

Date:	11/06/2024	Submitted By:	Rachel Bledi
Department:	Board of Elections	Title:	Commissioner of Elections
Attending Meeting:	Rachel Bledi and Kathleen Donovan	Phone:	518-487-5070

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: NYS Board of Elections
40 N. Pearl St, Suite 5, Albany, NY 12207

Term: (Start/end date or duration)	04/01/2024 to 3/31/2025
Amount/Raise Schedule/Fee:	\$236,701

BUDGET INFORMATION:

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

Source of Funding – (Percentages)

Federal:	0	County:	0
State:	100%	Local:	0 Enter text.

County Budget Accounts:

Revenue Account and Line:	A1450 03024
Revenue Amount:	\$236,701
Appropriation Account and Line:	A1450 22900
Appropriation Amount:	\$236,701

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☒ No ☐
If Mandated, Cite Authority:	Election Law
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:

DESCRIPTION OF REQUEST:

Please be advised that the Albany County Board of Elections is seeking approval for a contract with New York State Board of Elections for a *Electronic Poll Book Grant*, which provides \$236,701 in reimbursable funds for expenses related to electronic poll books (E-Poll Books) and associated software, on-demand ballot printers and related cyber security. The current contract term is 04/01/2024 to 03/31/2025.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207	BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER: C005002 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: Albany County Board of Elections	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563	PROJECT NAME: Electronic Poll Book Grant Program ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 260 South Pearl Street Albany NY 12202 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 04/01/2024 To: 03/31/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i> CURRENT: \$236,700.47 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
---	---

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

Attachment A:

Attachment B:

Attachment C: Work Plan

Attachment D: Payment and Reporting

Other:

☒ A-1 Agency Specific Terms and Conditions
☐ A-2 Program Specific Terms and Conditions
☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)

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

CONTRACTOR:

Albany County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

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

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

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

may not be released without prior written approval from the State. For the purposes of this Agreement, “Publicity” includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State’s name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT D PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

[illegible]

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☒ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

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4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: N/A			
Progress Report	Report Type	Report Period	Due Date

E. Special Payment and Reporting Provisions

Attachment A-1

County Boards of Elections reimbursement program for actual expenses related to electronic poll books and associated software, on-demand ballot printers and related cyber security software.

The New York State Capital Projects Budget authorized \$14.7 million for the reimbursement of eligible costs related to the purchase of electronic poll books. The Board of Elections has established a program to reimburse County Boards of Elections for actual expenses related to electronic poll books (E-Poll Books) and associated software, on-demand ballot printers and related cyber security.

A copy of such plan shall be sent to the director of the Division of Budget, the Senate Finance Committee, and the Assembly Ways and Means Committee.

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

County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

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

Attachment A-1

Purpose of Program	Reimburse County Boards of Elections for local dollars spent to further implement the purchase of E-Poll Books and associated software, on-demand ballot printers and related cyber security software.
Submission of Reimbursement Request	Upon a county's payment of invoices related to items and services allowable under the State's Electronic Poll Book Grant Program.
Duration of Electronic Poll Book Grant Program	The Electronic Poll Book Grant Program expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than March 31, 2025. Eligible expenses must take place between April 1, 2024 and March 31, 2025. All Claims for Payment must be submitted to State Board of Elections no later than June 29, 2025.

Such funds may be used to reimburse County Boards of Elections for allowable expenditures made in securing products or services related to purchase of E-Poll Books and associated hardware, on-demand ballot printers and related cyber security software.

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the County Board of Elections has expended funds to implement E-Poll Books and associated software, on-demand ballot printers and related cyber security software. Each claim for payment must be accompanied by all exhibits that are specified herein.
3. County Boards should make claim for payment for the total sum of money expended in the purchase of E-Poll Books and associated software, on-demand ballot printers and related cyber security software, as available to the respective county board,

Attachment A-1

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

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

Attachment A-1

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

Allowable expenses include:

- E-Poll Book systems and associated software
- Signature pad
- Barcode Scanner
- On-demand ballot printers
- Initial maintenance service agreements for E-Poll Books systems or on-demand ballot printers
- Purchase or renewal of related cyber security software
- Purchase or renewal of software used in the maintenance of electronic poll book data
- Connectivity devices including but not limited to network switches, router or MiFi, network extenders, and signal boosters
- Connectivity services including but not limited to cellular and internet service providers for poll sites
- Thermal Receipt Printers
- Secure memory devices for transferring data on an E-Poll Book system
- Stylus for touch screen interfacing, including those specially designed to assist voters with disabilities
- Electronic poll book related peripherals including but not limited to security containers, seals, pouches or bags for secure storage and transport of E-Poll Book system, memory cards, canvass reports, voting system results tapes, transmittals and other similar E-Poll Book system-related items
- Consumables including but not limited to thermal paper rolls, ballot paper for printers, ink, and other materials
- E-Poll Book and on-demand ballot printer training for election day workers and Board of Elections staff

IMPERMISSIBLE EXPENSES include, but are not limited to:

Attachment A-1

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

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

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The methodology/means to address the expansion and replacement of Electronic Poll Books
 - The actual cost to address the expansion and replacement of Electronic Poll Books
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.
- Original receipts/Proofs of payment.

Attachment A-1

- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

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

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

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

- Expenditure of funds was the most reasonable, economical and responsible way to purchase Electronic Poll Books and associated software, on-demand ballot printers and related cyber security software.
- The County governing body has been informed in writing by the county Board of Elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

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

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

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

Claim for Payment Form:

Submit the completed and signed claim for payment:

New York State Board of Elections
ATTN: Grants
40 N Pearl Street, 5th Floor
Albany, NY 12207
Email: grants@elections.ny.gov

Review and Payment Process:

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

Administrative Requirements:

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

Attachment A-1

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

Assistance:

For Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit - Grants Office
40 N Pearl St., 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

We have read and understand the NYSBOE Attachment A-1 for receiving Electronic Poll Book Grant Program reimbursement funds, and the associated terms, conditions and

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

Attachment A-1

assurances for receipt of such funds, and certify that the County of _____ is, or will be, as applicable, in compliance with these terms and conditions as specified.

Commissioner

Commissioner

Date: ____/____/____

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

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

Comments:

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

COUNTY _____ DATE _____

Electronic Poll Book Grant Program Workplan / Budget

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

Narrative: Include (1) description of the expenditures necessary, with specific costs detailed to purchase and utilize e-poll books and associated software, on-demand ballot printers and cyber security software and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested further advances the use of electronic poll books; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditure in continuing the use of electronic poll books.

Description of Expenditures:

How request further advances the use of electronic poll books:

Are the costs listed allowable, allocable and reasonable?

☐ Yes ☐ No

Evaluation of Expenditures:

Applicants' Comments:

Continues to page 2

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Workplan/Budget Total:			
<i>To be completed by the New York State Board of Elections</i>			
Electronic Poll Book Grant Funds Available:			
Contract Amount:			

COUNTY COMMISSIONER SIGNS HERE ☐

COUNTY COMMISSIONER SIGNS HERE ☐

Printed Name Date

Printed Name Date

Attachment E – Funding Schedule

Electronic Poll Book Grant Program

Counties	Total Enrolled Voters (Active and Inactive)	Percent of State Voter Population	Grant Distribution (\$10K Base per County)
Albany	211,056	1.61%	\$236,700.47
Allegany	27,311	0.21%	\$39,335.42
Broome	140,960	1.08%	\$161,408.63
Cattaraugus	50,627	0.39%	\$64,379.71
Cayuga	50,724	0.39%	\$64,483.90
Chautauqua	84,017	0.64%	\$100,244.74
Chemung	55,262	0.42%	\$69,358.28
Chenango	31,399	0.24%	\$43,726.44
Clinton	52,925	0.40%	\$66,848.05
Columbia	50,436	0.38%	\$64,174.56
Cortland	31,631	0.24%	\$43,975.64
Delaware	31,395	0.24%	\$43,722.15
Dutchess	222,218	1.70%	\$248,689.85
Erie	656,171	5.01%	\$714,809.51
Essex	27,069	0.21%	\$39,075.48
Franklin	28,676	0.22%	\$40,801.60
Fulton	35,433	0.27%	\$48,059.46
Genesee	39,771	0.30%	\$52,719.02
Greene	35,485	0.27%	\$48,115.32
Hamilton	4,350	0.03%	\$14,672.44
Herkimer	43,952	0.34%	\$57,209.93
Jefferson	64,561	0.49%	\$79,346.57
Lewis	19,260	0.15%	\$30,687.64
Livingston	42,191	0.32%	\$55,318.40
Madison	46,553	0.36%	\$60,003.73
Monroe	525,955	4.01%	\$574,941.29
Montgomery	30,888	0.24%	\$43,177.57
Nassau	1,064,828	8.12%	\$1,153,758.11
Niagara	150,111	1.15%	\$171,237.94
Oneida	141,549	1.08%	\$162,041.28
Onondaga	323,810	2.47%	\$357,812.34
Ontario	82,248	0.63%	\$98,344.61
Orange	263,209	2.01%	\$292,719.30
Orleans	25,541	0.19%	\$37,434.22
Oswego	78,193	0.60%	\$93,989.04
Otsego	38,392	0.29%	\$51,237.80
Putnam	75,812	0.58%	\$91,431.55
Rensselaer	111,842	0.85%	\$130,132.26
Rockland	220,494	1.68%	\$246,838.06
Saratoga	187,964	1.43%	\$211,896.79
Schenectady	106,049	0.81%	\$123,909.86
Schoharie	21,281	0.16%	\$32,858.45
Schuyler	13,232	0.10%	\$24,212.82

Attachment E – Funding Schedule

Seneca	21,442	0.16%	\$33,031.38
St. Lawrence	64,332	0.49%	\$79,100.59
Steuben	63,774	0.49%	\$78,501.23
Suffolk	1,112,963	8.49%	\$1,205,461.11
Sullivan	54,106	0.41%	\$68,116.59
Tioga	34,282	0.26%	\$46,823.14
Tompkins	64,733	0.49%	\$79,531.32
Ulster	135,320	1.03%	\$155,350.56
Warren	49,678	0.38%	\$63,360.37
Washington	39,699	0.30%	\$52,641.68
Wayne	61,046	0.47%	\$75,571.02
Westchester	668,649	5.10%	\$728,212.44
Wyoming	25,658	0.20%	\$37,559.89
Yates	14,562	0.11%	\$25,641.40
Total Outside NYC	7,955,075	60.69%	\$9,114,742.98
Bronx	785,637	5.99%	\$853,872.15
Kings	1,616,593	12.33%	\$1,746,422.56
New York	1,113,601	8.50%	\$1,206,146.40
Queens	1,304,159	9.95%	\$1,410,829.47
Richmond	333,282	2.54%	\$367,986.45
Total NYC	5,153,272	39.31%	\$5,585,257.02
Statewide Total	13,108,347		\$14,700,000.00



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

TO: Joanne Cunningham, Chairwoman of the Legislature
Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Dave Reilly, Commissioner of Management & Budget
Eitan Goldmeer, Budget Analyst

FROM: Rachel Bledi, Board of Elections Republican Commissioner
Kathleen Donovan, Board of Elections Democratic Commissioner

RE: General Elections Grant

DATE: 11/03/2024

Please be advised that the Albany County Board of Elections is seeking approval for a contract with New York State Board of Elections for a *General Elections Grant*, which provides \$80,522 in reimbursable funds for eligible operating costs related to the General Election to be held in November 2024. The current contract term is 04/01/2024 to 03/31/2025.

Annexed hereto is the copy of the grant. If you have any questions, please feel free to contact us.

REQUEST FOR LEGISLATIVE ACTION

Contract Approval for Board of Elections

..title

2024 General Elections Grant

..body

Date:	11/06/2024	Submitted By:	Rachel Bledi
Department:	Board of Elections	Title:	Commissioner of Elections
Attending Meeting:	Rachel Bledi and Kathleen Donovan	Phone:	518-487-5070

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: NYS Board of Elections
40 N. Pearl St, Suite 5, Albany, NY 12207

Term: (Start/end date or duration) 04/01/2024 to 3/31/2025
Amount/Raise Schedule/Fee: \$80,522

BUDGET INFORMATION:

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

Source of Funding – (Percentages)

Federal: 0 County: 0
State: 100% Local: 0 Enter text.

County Budget Accounts:

Revenue Account and Line: A1450 03027
Revenue Amount: \$80,522
Appropriation Account and Line: Enter text.
Appropriation Amount:

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☒ No ☐
If Mandated, Cite Authority: Election Law
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☐ No ☐
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☐

Previous requests for Identical or Similar Action:

DESCRIPTION OF REQUEST:

Please be advised that the Albany County Board of Elections is seeking approval for a contract with New York State Board of Elections for a *General Elections Grant*, which provides \$80,522 in reimbursable funds for eligible operating costs related to the General Election to be held in November 2024. The current contract term is 04/01/2024 to 03/31/2025.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207	BUSINESS UNIT/DEPT. ID: BOE01/1110000 CONTRACT NUMBER: C005064 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR NAME: Albany County Board of Elections	TRANSACTION TYPE: ☒ New ☐ Renewal (list periods): ☐ Amendment (list periods):
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563	PROJECT NAME: 2024 General Election Grant Program ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 260 South Pearl Street Albany NY 12202 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS:	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 04/01/2024 To: 03/31/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT <i>(Fixed Term - enter current period amount; Simplified Renewal - enter cumulative amount to date; Multi-year - enter total projected amount of the contract):</i> CURRENT: \$80,521.88 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
---	--

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

Appendix A

Attachment A:

Attachment B:

Attachment C: Work Plan

Attachment D: Payment and Reporting

Other:

☒ A-1 Agency Specific Terms and Conditions
☐ A-2 Program Specific Terms and Conditions
☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)

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

CONTRACTOR:

Albany County

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

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

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

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for

resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor’s notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a “Simplified Renewal Contract.” Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State’s intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible

personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
- e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - (iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - (iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall

timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

may not be released without prior written approval from the State. For the purposes of this Agreement, “Publicity” includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State’s name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

- a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
- b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor’s performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or

payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT D PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System (“CFR”). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

[illegible]

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.
- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☒ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

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4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 1: N/A			
Progress Report	Report Type	Report Period	Due Date

E. Special Payment and Reporting Provisions

Attachment A-1

**County Board of Elections Reimbursement Program for Expenses Related to the
2024 General Election**

The New York State Aid to Localities Budget authorized \$5 million to be made available to local Boards of Elections for the reimbursement of eligible operating costs related to the General Election to be held in November of 2024.

Eligible operating costs, include, but are not limited to, expenses related to the running of a General Election such as temporary staff, poll site supplies, election equipment, and public awareness campaigns. Provided, any funds received by a County under this appropriation shall be used to supplement and not supplant current local expenditures of federal, state or local funds that the county currently spends for the administration of elections or has budgeted, for costs related to the General Election to be held in November of 2024.

A copy of such plan shall be sent to the director of the Division of Budget, the Senate Finance Committee, and the Assembly Ways and Means Committee.

A 2024 General Election Reimbursement Grant Program is established to put into place a contract/reimbursement process to guide County Boards of Elections and State Government partners through a voucher reimbursement process.

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

County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

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

Attachment A-1

General Information	
Purpose of Program	Reimburse County Boards of Elections for local dollars spent to administer the 2024 General Election.
Submission of Reimbursement Request	Upon a county's payment of invoices related to items and services allowable under the 2024 General Election Grant Program.
Duration of 2024 General Election Grant Program	The 2024 General Election Grant Program expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than March 31, 2025. Eligible expenses must take place between April 1, 2024 and March 31, 2025. All Claims for Payment must be submitted to State Board of Elections no later than June 29, 2025.

Such funds may be used to reimburse County Boards of Elections for allowable expenditures made in securing products or services related to the 2024 General Election.

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the County Board of Elections has expended funds to administer the 2024 General Election.
3. County Boards should make claim for payment for the total sum of money expended for allowable expenses, as available to the respective county board, pursuant to the funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.

Attachment A-1

4. The request for the reimbursement of funds must be directly associated with products and services which will serve all voters, without exclusion.
5. The County Board of Elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county Board of Elections' expenditures under the provisions of the 2024 General Election Grant Program.
7. The requirements of the 2024 General Election Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County governing body must be informed in writing by the County Board of Elections, of the terms and conditions of this Agreement that apply to the receipt and use of these funds. A copy of such written notice shall be attached to the claim for payment.
9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
10. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final 2024 General Election Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
11. The County agrees to comply with all applicable Federal, State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.
12. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

Allowable expenses include:

Attachment A-1

- Temporary workers
- Additional poll workers and election inspectors
- Costs related to opening additional early voting poll site locations
- Printing of additional ballots and envelopes for early mail and absentee ballots, and in-person ballots
- Additional mailing and postage
- Costs related to maintaining security at poll sites included but not limited to equipment seals, secure cellular services and internet providers for electronic poll books, de-escalation training, generators and other back up power sources, and poll site security
- Supplies related to administering the election, including but not limited to pens, markers, ballot paper, cleaning supplies, signs, extension cords, power strips, and other materials
- Equipment and technology related to running an election included but not limited to mail processing equipment, ballot on demand printers, ballot scanners, central count tabulators and scanners, voter registration systems, and associated software and installation/migration fees
- Transportation fees for the transportation of machines and equipment to early voting and election day poll sites
- Vendor costs for the printing and sending of ballots and other functions related to administration of the election
- Costs related to public awareness campaigns including but not limited to printing, physical/online distribution of educational materials, and advertisement and marketing fees
- Provided, all allowable expenses must not supplant current local expenditures of federal, state or local funds that the county currently spends for the administration of

Attachment A-1

elections or has budgeted, for costs related to the General Election to be held in November of 2024.

- Other expenses directly related to administering the 2024 General Election, that have not previously been budgeted for, may be considered for reimbursement based upon documentation submitted by County Boards of Election.

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

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

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The methodology/means of administering the 2024 General Election.
 - The actual cost to administer the 2024 General Election.

Attachment A-1

- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.
- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

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

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

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

- Expenditure of funds was the most reasonable, economical and responsible way to administer the 2024 General Election.
- The County governing body has been informed in writing by the County Board of Elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

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

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

Attachment A-1

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

Claim for Payment Form:

Submit the completed and signed claim for payment:

New York State Board of Elections
ATTN: Grant Program
40 N Pearl Street, 5th Floor
Albany, NY 12207
Email: grants@elections.ny.gov

Review and Payment Process:

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

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

Attachment A-1

Administrative Requirements:

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

Assistance:

For Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit - Grants Office
40 N Pearl St., 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

We have read and understand the NYSBOE Attachment A-1 for receiving 2024 General Election Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of _____ is, or will be, as applicable, in compliance with these terms and conditions as specified.

Commissioner

Commissioner

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

Attachment A-1

Date: ____/____/____

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

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

Attachment A-1

Comments:

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

COUNTY _____ DATE _____

2024 General Election Grant Program Workplan / Budget

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

Narrative: Include (1) description of the expenditures necessary for administering the 2024 General Election for which the County Board of Elections seeks reimbursement, (2) how the funding requested will be used to administer the 2024 General Election; and (3) affirmation that the costs are allowable, allocable, and reasonable.

Description of Expenditures:

How funding requested will be used to administer the 2024 General Election:

Are the costs listed allowable, allocable and reasonable?

☐ Yes ☐ No

Explanation of why expenses were not able to be budgeted for previously:

Applicants' Comments:

Continues to page 2

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Workplan/Budget Total:			
<i>To be completed by the New York State Board of Elections</i>			
2024 General Election Grant Funds Available:			
Contract Amount:			

COUNTY COMMISSIONER SIGNS HERE ☐

COUNTY COMMISSIONER SIGNS HERE ☐

Printed Name Date

Printed Name Date

Attachment E – Funding Schedule

2024 General Election Grant Program

Counties	Total Enrolled Voters (Active and Inactive)	Percent of State Voter Population	Grant Distribution (\$10K Base per County)
Albany	211,056	1.61%	\$ 80,521.88
Allegany	27,311	0.21%	\$ 19,125.65
Broome	140,960	1.08%	\$ 57,100.13
Cattaraugus	50,627	0.39%	\$ 26,916.42
Cayuga	50,724	0.39%	\$ 26,948.83
Chautauqua	84,017	0.64%	\$ 38,073.29
Chemung	55,262	0.42%	\$ 28,465.15
Chenango	31,399	0.24%	\$ 20,491.61
Clinton	52,925	0.40%	\$ 27,684.27
Columbia	50,436	0.38%	\$ 26,852.60
Cortland	31,631	0.24%	\$ 20,569.13
Delaware	31,395	0.24%	\$ 20,490.27
Dutchess	222,218	1.70%	\$ 84,251.53
Erie	656,171	5.01%	\$ 229,251.82
Essex	27,069	0.21%	\$ 19,044.79
Franklin	28,676	0.22%	\$ 19,581.75
Fulton	35,433	0.27%	\$ 21,839.52
Genesee	39,771	0.30%	\$ 23,289.01
Greene	35,485	0.27%	\$ 21,856.90
Hamilton	4,350	0.03%	\$ 11,453.50
Herkimer	43,952	0.34%	\$ 24,686.04
Jefferson	64,561	0.49%	\$ 31,572.30
Lewis	19,260	0.15%	\$ 16,435.50
Livingston	42,191	0.32%	\$ 24,097.63
Madison	46,553	0.36%	\$ 25,555.14
Monroe	525,955	4.01%	\$ 185,741.68
Montgomery	30,888	0.24%	\$ 20,320.86
Nassau	1,064,828	8.12%	\$ 365,799.75
Niagara	150,111	1.15%	\$ 60,157.83
Oneida	141,549	1.08%	\$ 57,296.93
Onondaga	323,810	2.47%	\$ 118,197.30
Ontario	82,248	0.63%	\$ 37,482.20
Orange	263,209	2.01%	\$ 97,948.19
Orleans	25,541	0.19%	\$ 18,534.22
Oswego	78,193	0.60%	\$ 36,127.27
Otsego	38,392	0.29%	\$ 22,828.24
Putnam	75,812	0.58%	\$ 35,331.69
Rensselaer	111,842	0.85%	\$ 47,370.69
Rockland	220,494	1.68%	\$ 83,675.48
Saratoga	187,964	1.43%	\$ 72,805.96
Schenectady	106,049	0.81%	\$ 45,435.03
Schoharie	21,281	0.16%	\$ 17,110.80
Schuyler	13,232	0.10%	\$ 14,421.32

Attachment E – Funding Schedule

Seneca	21,442	0.16%	\$	17,164.59
St. Lawrence	64,332	0.49%	\$	31,495.78
Steuben	63,774	0.49%	\$	31,309.33
Suffolk	1,112,963	8.49%	\$	381,883.50
Sullivan	54,106	0.41%	\$	28,078.88
Tioga	34,282	0.26%	\$	21,454.93
Tompkins	64,733	0.49%	\$	31,629.77
Ulster	135,320	1.03%	\$	55,215.59
Warren	49,678	0.38%	\$	26,599.32
Washington	39,699	0.30%	\$	23,264.95
Wayne	61,046	0.47%	\$	30,397.80
Westchester	668,649	5.10%	\$	233,421.20
Wyoming	25,658	0.20%	\$	18,573.32
Yates	14,562	0.11%	\$	14,865.72
Total Outside NYC	7,955,075	60.69%	\$	3,228,094.76
Bronx	785,637	5.99%	\$	272,511.36
Kings	1,616,593	12.33%	\$	550,165.54
New York	1,113,601	8.50%	\$	382,096.68
Queens	1,304,159	9.95%	\$	445,769.39
Richmond	333,282	2.54%	\$	121,362.26
Total NYC	5,153,272	39.31%	\$	1,771,905.24
Statewide Total	13,108,347		\$	5,000,000.00



**ALBANY COUNTY
BOARD OF ELECTIONS**
224 S. Pearl St Albany, NY 12202
(518) 487-5060 • Fax (518) 487-5077
boardofelections@albanycounty.com
www.albanycounty.com/vote

Commissioners
RACHEL L. BLEDI
KATHLEEN A. DONOVAN

Deputy Commissioners
MELISSA KERMANI
DAVID CADY

MEMO

TO: Joanne Cunningham, Chairwoman of the Legislature
Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Dave Reilly, Commissioner of Management & Budget
Eitan Goldmeer, Budget Analyst

FROM: Rachel Bledi, Board of Elections Republican Commissioner
Kathleen Donovan, Board of Elections Democratic Commissioner

RE: Contract Approval with NTS voter data system

DATE: 11/06/2024

Please be advised that the Albany County Board of Elections is seeking contract approval with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the APEX voter registration, WorkFlow, signature digitization, full document imaging and the petitions election management applications currently installed in the Board of Elections. NTS is the only company that can practically and legally maintain our voter registration system. The cost for the agreement is \$107,761. The term of the agreement is 1/1/2025 to 12/31/2025.

Annexed hereto is the copy of the quote from the vendor. If you have any questions, please feel free to contact us.

REQUEST FOR LEGISLATIVE ACTION

Contract Approval for Board of Elections

..title

NTS Data Services- Voter Registration Software Program

..body

Date:	11/06/2024	Submitted By:	Rachel Bledi
Department:	Board of Elections	Title:	Commissioner of Elections
Attending Meeting:	Rachel Bledi and Kathleen Donovan	Phone:	518-487-5070

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: NTS, 2079 Sawyer Dr., Niagara Falls, NY 14304

Term: (Start/end date or duration)	01/01/2025-12/31/2025
Amount/Raise Schedule/Fee:	\$107,762

BUDGET INFORMATION:

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

Source of Funding – (Percentages)

Federal:	0	County:	0
State:	0	Local:	100% Enter text.

County Budget Accounts:

Revenue Account and Line:	
Revenue Amount:	
Appropriation Account and Line:	A1450 44919
Appropriation Amount:	\$107,762

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☒ No ☐
If Mandated, Cite Authority:	Election Law
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:

DESCRIPTION OF REQUEST:

Please be advised that the Albany County Board of Elections is seeking contract approval with NTS Data Services, LLC, which is the developer and sole point of support and maintenance for the APEX voter registration, WorkFlow, signature digitization, full document imaging and the petitions election management applications currently installed in the Board of Elections. NTS is the only company that can practically and legally maintain our voter registration system. The cost for the agreement is \$107,761. The term of the agreement is 1/1/2025 to 12/31/2025.



2079 Sawyer Drive
Niagara Falls, NY 14304
800-458-3820
ntsdata.com

07/25/24

Commissioner Kathleen Donovan
Commissioner Rachel L. Bledi
Albany County Board of Elections

Dear Commissioners,

Over the last 12 months, NTS has made numerous enhancements to the APEX system. We continue to provide upgrades to boards of elections to enhance workflow efficiency. One of the newest, which you will be receiving soon, is a re-imagined dashboard that will provide a wealth of information from voter registration and ballot requests to election workers, petitions, and streets all at the touch of a button.

We can't wait for you to experience the improvements!

With your current contract set to expire on 12/31/24, and this election year being incredibly busy, we felt it was important to provide you with the necessary budget information regarding your 2025 contract. Below, you will find the NTS products included in your current contract as well as one-, three-, and five-year pricing options.

NTS Products	Year	1-Year Agreement	3-Year Agreement	5-Year Agreement
Service & Maintenance for: APEX / IMS, Scanflow (Single-Folder), PACETS	2025	\$107761.50	\$105,802.20	\$103,842.90
	2026		\$114,266.38	\$110,073.47
	2027		\$123,407.69	\$116,677.88
	2028			\$123,678.55
	2029			\$131,099.27

If you have any questions or concerns, please feel free to contact me anytime.
We look forward to a continued partnership with you.

All the best,

Gina Shields
Director of Client Services



November 4, 2024

Commissioner Kathleen Donovan
Commissioner Rachel L. Bledi
Albany County Board of Elections
260 South Pearl St.
Albany, NY 12202

Dear Commissioners:

NTS Data Services, headquartered in Niagara Falls, NY, has been a trusted partner for Boards of Elections in New York State for over 40 years. Our team includes former Commissioners and Deputy Commissioners from BOEs across the state, giving us a unique perspective and expertise in New York State Elections. APEX, our Election Management System, is specifically designed to meet the bipartisan requirements of New York State Election Laws and is certified to comply with Cybersecurity and NYSVOTER interface requirements.

With APEX, BOEs can efficiently manage voter registration, ballot requests, petition tracking, elected official management, and more. Our system includes a customizable reporting engine and integrates geospatial data from the Albany County GIS Department for accurate voter jurisdiction assignment. APEX seamlessly works with all NYSBOE-certified Electronic Poll Books and provides a complete view of data sent to and received from the NYSVOTER database.

NTS Data Services is proud to be the sole New York-based company offering a comprehensive NYSBOE-certified election management system, backed by a staff of over 200 years of combined experience in New York State Elections.

Please let me know if you have any questions.

Sincerely,

Gina Shields
Director of Client Services

Software License Agreement

This Software License Agreement (this “**Agreement**”), effective as of January 1, 2025 (the “**Effective Date**”), is by and between NTS DATA SERVICES, LLC, with offices located at 2079 SAWYER DRIVE, NIAGARA FALLS, NY 14304 (“**NTS**”), and ALBANY COUNTY BOARD OF ELECTIONS, with offices located at 260 SOUTH PEARL ST., ALBANY, NY 12202 (“**BOARD**”). NTS and BOARD may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

WHEREAS, BOARD desires to utilize NTS software and other NTS election-related services to facilitate BOARD’s operations;

WHEREAS, NTS desires to license the Software described in **Exhibit A** attached hereto to BOARD; and

WHEREAS, BOARD desires to obtain a license to use the Software for its internal business purposes, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) **Definitions.**

- a) “**Authorized User**” means an employee or contractor of BOARD who BOARD permits to access and use the Software and Documentation pursuant to BOARD’s license hereunder.
- b) “**Documentation**” means NTS Data Services, LLC’s [user manuals, handbooks, and installation guides relating to the Software provided by NTS Data Services, LLC to BOARD either electronically or in hard copy form/end-user documentation relating to the Software.
- c) “**Software**” means the product(s) described in **Exhibit A** in object and source code format, including any Updates provided to BOARD by NTS pursuant to this Agreement.
- d) “**Third-Party Products**” means any third-party products described in **Exhibit A** provided with or incorporated into the Software, including any open-source software available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open-Source Initiative.
- e) “**Updates**” means any updates, bug fixes, patches, or other error corrections to the Software that NTS generally makes available to all County Boards of Elections with whom NTS has a current and active Agreement.

2) **License.**

- a) Subject to and conditioned on BOARD’s payment of Fees and compliance with the terms and conditions of this Agreement, NTS hereby grants BOARD a non-exclusive, non-sublicensable, and non-transferable license during the Term to use the Software solely for BOARD’s internal business purposes.
- b) Subject to and conditioned on BOARD’s payment of Fees and compliance with the terms and conditions of this Agreement, NTS will provide (at no cost in addition to the Fee) the remote training (but not on-site training) and support services described in **Exhibit A**.
- c) BOARD may use and make a reasonable number of copies of the Documentation solely for BOARD’s

internal business purposes in connection with BOARD's use of the Software. The total number of Authorized Users will not exceed the number of BOE dedicated employees, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder. BOARD may make one copy of the Software solely for backup and disaster recovery purposes. Any such copy of the Software remains NTS's exclusive property.

- 3) **Use Restrictions.** BOARD shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, BOARD shall not at any time, directly or indirectly;
- a) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part;
 - b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation;
 - c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;
 - d) remove any proprietary notices from the Software or the Documentation;
 - e) utilize the proprietary file structures developed by NTS and necessary for the operation of the Software; and/or;
 - f) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- 4) **Reservation of Rights.** NTS reserves all rights not expressly granted to BOARD in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to BOARD or any third party any intellectual property rights or other right, title, or interest in or to the Software.
- 5) **Delivery.** NTS shall deliver to BOARD the Software electronically, on tangible media, or by other means at NTS's sole discretion.
- 6) **BOARD Responsibilities.**
- a) **General.** BOARD is responsible and liable for all uses of the Software and Documentation resulting from access provided by BOARD, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, BOARD is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by BOARD will be deemed a breach of this Agreement by BOARD. BOARD shall make reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.
 - b) **Third-Party Products.** NTS may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own license terms and the applicable flow-through provisions referred to in **Exhibit A**. If BOARD does not agree to abide by the applicable terms for such Third-Party Products, then BOARD should not install, allow to be installed, or use such Third-Party Products.
 - c) **Open-Source Products.** The Software also contains certain open-source software identified on **Exhibit A**. BOARD understands and acknowledges that such open-source software is not licensed to BOARD pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license.

- 7) **BOARD Preparation and Maintenance.** BOARD agrees to provide and install all NTS recommended (a) hardware (desktops, servers, etc.) including maintenance and (b) the prescribed licensed operating system software as specified by NTS to support the operation of all BOARD workstations and servers associated with the operation of the Software. In addition, BOARD agrees to provide, install, and maintain, all licensed support and diagnostic software specified by NTS and the State Board of Elections.

BOARD is solely responsible for the timely execution of the following:

- a) Hardware installation and maintenance
- b) Operating system maintenance, patches, and upgrades on server(s) and workstations
- c) Secure backup of all data housed on the server(s) in compliance with part 6220 of NYS Election Law
- d) SQL upgrades and patches on the database server
- e) Regularly scheduled database maintenance tasks such as shrinking logs and reindexing
- f) Maintaining all server and workstation-based security, including antivirus and firewalls
- g) Networking between the server(s) and workstations

Before purchasing initial hardware, operating system, support and diagnostic software, and continuing for the Term, NTS shall review and approve all purchases related to the initial and subsequent implementation of the Software. If the NTS hardware and software recommendations are deviated from and problems develop, the time and expenses incurred by NTS to resolve the problems shall be billable to BOARD at the NTS prevailing hourly rate plus the travel and/or materials charges incurred by NTS. The current NTS hourly rate is \$195.00 per hour.

BOARD shall provide means for authorized remote access into BOARD system by NTS to facilitate initial application software installation and support. This remote access may be via Virtual Private Network, LogMeIn, or any other mutually acceptable connection method. NTS shall complete application software installation remotely through this connection and perform software installation and testing. BOARD shall provide the security and access rights to the system required by NTS to complete application software installation by NTS. For the Term, remote access and security rights shall be provided to NTS to facilitate the installation of application software updates and support for BOARD.

- 8) **Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form, whether or not marked, designated or otherwise identified as “confidential” (collectively, “**Confidential Information**”).

Confidential Information does not include information that, at the time of disclosure, is:

- a) In the public domain;
- b) known to the receiving Party at the time of disclosure;
- c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or
- d) independently developed by the receiving Party.

The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity except to the receiving Party’s employees who have a need to know the Confidential Information

for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required.

On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9) Fees and Payment.

Fees. BOARD shall pay NTS the fees ("**Fees**") set forth in **Exhibit A** without offset or deduction. BOARD shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If BOARD fails to make any payment when due, in addition to all other remedies that may be available:

- a) NTS may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly;
- b) BOARD shall reimburse NTS for all reasonable costs incurred by NTS in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and
- c) if such failure continues for 30 days following written notice thereof, NTS may until all past due amounts; and interest thereon have been paid, without incurring any obligation or liability to BOARD or any other person by reason of such prohibition of access to the Software.

10) Intellectual Property Ownership

- a) BOARD acknowledges that NTS owns all rights, title, and interest, including all intellectual property rights, in and to the Software and Documentation and that, with respect to Third-Party Products, the applicable third-party owns all rights, title, and interest, including all intellectual property rights, in and to the Third-Party Products.
- b) If BOARD or any of its employees or contractors sends or transmits any communications or materials to NTS by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), NTS is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. BOARD hereby assigns to NTS on BOARD's behalf, and on behalf of its employees, contractors, and/or agents, all rights, title, and interest in, and NTS is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although NTS is not required to use any Feedback.

11) Limited Warranties and Warranty Disclaimer.

NTS warrants that:

- a) The Software will perform materially as described in the specifications available in the most up-to-date Documentation for the Term; and
- b) At the time of delivery, the Software does not contain any virus or other malicious code that

would make it inoperable or incapable of being used in accordance with the Documentation.

THE FOREGOING WARRANTIES DO NOT APPLY TO, AND NTS STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO, ANY THIRD-PARTY PRODUCTS.

- a) The warranties set forth in Section 12(a) do not apply and become null and void if BOARD breaches any provision of this Agreement, or if BOARD, any Authorized User, or any other person provided access to the Software by BOARD, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by NTS in writing; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by NTS in writing.
- b) If, during the period specified in Section 12(a), any Software fails to comply with the warranty in Section 12(a), and such failure is not excluded from warranty pursuant to Section 12(b), NTS shall, subject to BOARD's promptly notifying NTS in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that BOARD provides NTS with all information NTS requests to resolve the reported failure, including sufficient information to enable the NTS to recreate such failure; or (ii) refund the Fees paid for such Software, subject to BOARD's ceasing all use of and, if requested by NTS, returning to NTS all copies of the Software. If NTS repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from BOARD's receipt of the repair or replacement. The remedies set forth in this Section 12(b) are BOARD's sole remedies and NTS's sole liability with respect to a breach of the limited warranty set forth in Section 12(a).
- c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 12(a), THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS" AND NTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NTS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NTS MAKES NO WARRANTY OF ANY KIND THAT THE SOFTWARE AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET BOARD'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

12) **Indemnification.**

a) **NTS Indemnification.**

NTS shall indemnify, defend, and hold harmless BOARD from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by BOARD resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Software or Documentation, or any use of the Software or Documentation in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that BOARD promptly notifies NTS in writing of the claim, cooperates with NTS, and allows NTS sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, BOARD agrees to permit NTS, at NTS's sole discretion, to:

- a) Modify or replace the Software or Documentation, or component or part thereof, to make it non-infringing; or

- b) Obtain the right for BOARD to continue use. If NTS determines that none of these alternatives is reasonably available, NTS may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to BOARD.

This Section 13 (a) will not apply to the extent that the alleged infringement arises from:

- 1. Use of the Software in combination with data, software, hardware, equipment, or technology not provided by NTS or authorized by NTS in writing;
 - 2. modifications to the Software not made by NTS;
 - 3. use of any version other than the most current version of the Software or Documentation delivered to BOARD; or
 - 4. Third-Party Products.
- b) **BOARD Indemnification.** BOARD shall indemnify, hold harmless, and, at NTS's option, defend NTS from and against any Losses resulting from any Third-Party Claim based on BOARD's or any Authorized User's:
- a) negligence or willful misconduct;
 - b) use of the Software or Documentation in a manner not authorized or contemplated by this Agreement;
 - c) use of the Software in combination with data, software, hardware, equipment, or technology not provided by NTS or authorized by NTS in writing;
 - d) modifications to the Software not made by NTS;
 - e) use of any version other than the most current version of the Software or Documentation delivered to BOARD provided that BOARD may not settle any Third-Party Claim against NTS unless such settlement completely and forever releases NTS from all liability with respect to such Third-Party Claim or unless NTS consents to such settlement, and further provided that NTS will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

13) Limitation of Liability. IN NO EVENT WILL NTS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE, FOR ANY:

- a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS;
- b) LOSS OF GOODWILL OR REPUTATION;
- c) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY;
- d) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE, REGARDLESS OF WHETHER NTS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

IN NO EVENT WILL NTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND OTHERWISE EXCEED THE FEE FOR ONE CALENDAR YEAR PAID BY BOARD TO NTS.

14) Term and Termination.

- a) **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier

pursuant to any of the Agreement's express provisions, will continue in effect until December 31, 2025 (the "**Term**").

- b) Termination. In addition to any other express termination right set forth in this Agreement:
 - a) NTS may terminate this Agreement, effective on written notice to BOARD, if BOARD;
 - 1. fails to pay any amount when due hereunder, and such failure continues more than 60 days after NTS's delivery of written notice thereof; or
 - 2. breaches any of its obligations under Section 2(b) or Section 9;
 - b) Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach:
 - 1. Is incapable of cure; or
 - 2. being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach;
 - c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party:
 - 1. Becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
 - 2. files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
 - 3. makes or seeks to make a general assignment for the benefit of its creditors; or
 - 4. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business
 - c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate, and, without limiting BOARD's obligations under Section 9, BOARD shall cease using and delete, destroy, or return all copies of the Software and Documentation and certify in writing to the NTS that the Software and Documentation has been deleted or destroyed. No expiration or termination will affect BOARD's obligation to pay all Fees that may have become due before such expiration or termination or entitle BOARD to any refund.
 - d) Survival. This Section 16(d) and Sections 1, 9, 10, 11, 12(c), 13, 15, and 16 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15) Miscellaneous

- a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs:
 - 1. first, this Agreement, excluding its Exhibits;
 - 2. second, the Exhibits to this Agreement as of the Effective Date; and
 - 3. third, any other documents incorporated herein by reference
- b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement. All Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail. Except as otherwise provided

in this Agreement, a Notice is effective only:

1. upon receipt by the receiving Party, and
 2. if the Party giving the Notice has complied with the requirements of this Section
- c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, except for any obligations to make payments, if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving except as otherwise set forth in this Agreement. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of Niagara Falls and County of Niagara. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.
- g) Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. BOARD shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation.
- h) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 9 or, in the case of BOARD, Section 2(b), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

- i) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

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

NTS DATA SERVICES, LLC

ALBANY COUNTY
BOARD OF ELECTIONS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Software and Services

Albany County Board of Elections

1. NTS SOFTWARE

Upon execution of this Agreement and receipt of the initial annual payment, NTS will install and grant a one-year license to operate APEX, PACETS, Voter Information Center (VIC), and IMS software ("Software") at BOARD. For each succeeding year of a multi-year term agreement, a subsequent one-year license will be granted upon receipt by NTS of the respective annual payment.

2. TRAINING AND SUPPORT

NTS shall provide on-site or remote training to assist BOARD's staff with any issues arising in BOARD's utilization of the Software. Any and all remote training shall be provided by NTS to BOARD at no cost in addition to the Fee. Any and all on-site training shall be billed at the prevailing NTS hourly rate plus any additional travel and/or material charges incurred by NTS during its work performance.

NTS Hotline Support shall be provided between the hours of 9:00 AM and 5:00 PM, Monday through Friday, exclusive of holidays. NTS Hotline Support shall include general Software application questions/issues, election operation issues, and any other areas relating to NTS support of BOARD. Hotline support shall not exceed six (6) hours in any one month. Hotline support over and above the monthly maximum shall be billed at the prevailing NTS hourly rate plus any additional travel and/or material charges incurred by NTS during its work performance.

NTS shall provide support on election day starting at 5:00 a.m. until 10:00 p.m. In addition, NTS support staff will be available on call as posted during the election cycle.

3. FEES

Pricing for ongoing license and support services for the APEX, PACETS, Voter Information Center (VIC), IMS software ("Software"), and Street Maintenance is detailed below.

On January 15, 2025, the BOARD shall make a payment of \$107,761.50 to NTS.



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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

October 30, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

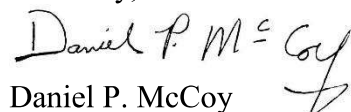
The Albany County Executive's Office, on behalf of the Department of Health (DOH), the Division of Information Services (DIS), and the Albany County Sheriff's Office respectfully request legislative authorization to accept the Fiscal Year 2024 State Homeland Security Program (SHSP) and State Law Enforcement Terrorism Prevention Program (SLETPP) grants from the NYS Division of Homeland Security and Emergency Services (DHSES).

The County was awarded a total of \$644,040 in funding: 1) \$516,040 under FY2024 SHSP for the Department of Health (\$340,344.74) and the Division of Information Services (\$175,695.26), and 2) \$128,000 under FY2024 SLETPP for the Sheriff's Office. The County Executive and Sheriff require separate contracts with NYS DHSES. The SHSP and SLETPP annual funding opportunities support sustainment of existing capabilities and development of new ones.

The DOH, DIS and the Sheriff's Office will budget their grant money into subsequent annual County budgets. State Homeland Security Program and State Law Enforcement Terrorism Prevention Program grants are both 100% federally funded with no County match requirement.

If you have any questions about this request, please do not hesitate to contact me.

Sincerely,


Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-6076, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to accept Fiscal Year 2024 State Homeland Security Program (SHSP) and State Law Enforcement Terrorism Prevention Program (SLETPP) grants.

Date: October 25, 2024
Department: Management & Budget
Attending Meeting: Kate Pauly or Alex Araujo
Submitted By: Kate Pauly
Title: Grants Specialist
Phone: 518-447-7029

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Homeland Security and Emergency Services, 1220 Washington Avenue State Office Campus Building 7A
Suite 710 Albany, NY 12242

Term: (Start/end date or duration) 10/1/2024-9/1/2027
Amount/Raise Schedule/Fee: \$644,040

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 100% County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A3.3110.04306.LET24; A3.1680.04306.HSP24; A3.4010.04306.HSP24
Revenue Amount: \$128,000; \$175,695.26; \$340,344.74
Appropriation Account and Line: A9.3110.22750.LET24; A9.1680.22050.HSP24; A9.4010.44021.HSP24
Appropriation Amount: \$644,040

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 2024-480 (apply); 2023-538 & 2023-539 (accept)

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Albany County's Department of Management & Budget is requesting authorization to accept funding for NYS Division of Homeland Security and Emergency Services FY2024 State Homeland Security Program (SHSP) and State Law Enforcement Terrorism Prevention Program (SLETPP) grant on behalf of the County Sheriff, Department of Health, and Division of Information Services. The County was awarded a total of \$644,038 in funding: 1) \$516,040 under FY2024 SHSP for the Department of Health (\$340,344.74) and the Division of Information Services (\$175,695.26), and 2) \$128,000 under FY2024 SLETPP for the Sheriff's Office. The SHSP and SLETPP annual funding opportunities support sustainment of existing capabilities and development of new ones. DOH, DIS and the Sheriff's Office will budget their grant money into subsequent annual County budgets. State Homeland Security Program and State Law Enforcement Terrorism Prevention Program grants are both 100% federally funded with no County match requirement.



Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

November 1, 2024

The Honorable Daniel P. McCoy
Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 1200
Albany, NY 12207

Dear Mr. McCoy:

I am pleased to inform you that Albany County is awarded \$644,040 under the FY2024 State Homeland Security Program (SHSP), per the consensus agreement decided upon by your region. Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

As per Federal guidelines, at least 35 percent of the total award to the Albany-Schenectady-Troy Urban Area must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ). Federal guidelines also require that a minimum of 30 percent of your overall award must be allocated to support the following six priority areas: enhancing cybersecurity, enhancing the protection of soft targets and crowded places, enhancing information and intelligence sharing and analysis, combating domestic violent extremism, enhancing community preparedness and resilience, and enhancing election security. This must include a minimum of 3 percent allocated to support election security. These thresholds must be maintained throughout the entire period of performance for all SHSP awards.

Please be advised that under the FY2024 SHSP guidance, all subrecipients will be required to attend DHSES-sponsored event(s) associated with domestic terrorism prevention efforts as they are available.

The performance period for this grant is from September 1, 2024, through August 31, 2027. Grant extensions beyond this date are highly unlikely. DHSES grants management staff will work with your designated SHSP grant program point of contact to provide additional administrative guidance in executing this award.

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

Sincerely,

A handwritten signature in cursive script that reads "Jacqueline Bray". The signature is written in dark ink and is positioned above the printed name and title.

Jackie Bray
Commissioner

RESOLUTION NO. 480

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

Introduced: 8/12/24

By Public Safety Committee:

WHEREAS, The County Executive, on behalf of the Department of Health, Division of Information Services, and Albany County Sheriff's Office, has requested authorization to submit a grant application to the New York State Division of Homeland Security and Emergency Services regarding the State Homeland Security Program and State Law Enforcement Terrorism Prevention Program, and

WHEREAS, The County Executive has indicated that such funding would be used to sustain the Albany County Citizen Corps, health preparedness programs, enhancements to County cyber security and intelligence, and information sharing among local law enforcement agencies, now, therefore, be it

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

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

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

Adopted by unanimous vote – 8/12/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of August, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of August, 2024.

A handwritten signature in cursive script, appearing to read "Deanne Chamberlain", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 538

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION
OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING
THE 2023 STATE HOMELAND SECURITY PROGRAM**

Introduced: 11/13/23

By Public Safety Committee:

WHEREAS, The Albany County Executive's Office on behalf of the Department of Health and the Division of Information Services has requested authorization to enter into an agreement with the New York State Division of Homeland Security and Emergency Services in order to accept FY2022 State Homeland Security Program funding in the amount of \$514,784 for the term commencing October 1, 2023 and ending September 30, 2026, and

WHEREAS, The County Executive has indicated that, upon acceptance of the monies from New York State, the Albany County Department of Health will receive \$346,226 in order to coordinate and sustain citizen preparedness, public health planning, and training/exercise programs, and

WHEREAS, The County Executive has further indicated that the Albany County Division of Information Services will receive \$168,558 which will be utilized for enhancements to County cyber security, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services regarding FY2023 State Homeland Security Program funding in the amount of \$514,784 for the term commencing October 1, 2023 and ending September 30, 2026, and, be it further

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

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

Adopted by unanimous vote – 11/13/23

A. Joyce abstained.

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of November, 2023, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of November, 2023.

A handwritten signature in cursive script, reading "Nicole Chambers", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 539

**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION
OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING
THE STATE LAW ENFORCEMENT TERRORISM PREVENTION GRANT**

Introduced: 11/13/23

By Public Safety Committee:

WHEREAS, The Albany County Executive's Office, on behalf of the Sheriff's Office, has requested authorization to enter into a three-year agreement with the New York State Division of Homeland Security and Emergency Services in the amount of \$120,000 regarding the 2023 State Law Enforcement Terrorism Prevention Program for the term commencing October 1, 2023 and ending September 30, 2026, and

WHEREAS, The County Executive indicated that funding for the program would be used for enhancements to law enforcement information and intelligence sharing, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a three-year agreement with the New York State Division of Homeland Security and Emergency Services in an amount of \$120,000 regarding the 2023 State Law Enforcement Terrorism Prevention Program for the term commencing October 1, 2023 and ending September 30, 2026, and, be it further

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

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

Adopted by unanimous vote – 11/13/23

A. Joyce abstained.

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of November, 2023, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of November, 2023.

A handwritten signature in cursive script, reading "Nicole Chambers", written over a horizontal line.

Clerk, Albany County Legislature

FY2024 SHSP/SLETPP Priorities and Associated Preparedness Objectives Certification Form

In addition to meeting the requisite federal requirements and supporting the broader NYS Homeland Security Strategy, all Counties/Cities receiving FY2024 State Homeland Security Program (SHSP) funding must certify compliance with the following Preparedness Objectives. If these objectives have not been addressed, homeland security funding or other resources must be dedicated to meet compliance in these areas. DHSES reserves the right to audit compliance and withhold funding until compliance is achieved.

By accepting FY2024 SHSP funding, Albany County/City agrees to:

☒ **Preparedness Objective 1:** Ensure the lead law enforcement agency in the County/City maintains active participation in Counter Terrorism Zone (CTZ) activities, including the Operation Safeguard Program. The County's/City's lead law enforcement agency must attend at least one (1) CTZ meeting per quarter, support Operation Safeguard related taskings, and participate in Red Team exercises as requested by DHSES.

☒ **Preparedness Objective 2:** Maintain a Citizen Preparedness Coordinator to collaborate Citizen Preparedness efforts with New York State.

CP Coordinator Name	Tricia Bulatao
CP Coordinator Title	Director of Public Health Emergency Preparedness & Performance Mgmt
CP Coordinator Organization	Albany County Department of Health
CP Coordinator Email Address	tricia.bulatao@albanycountyny.gov
CP Coordinator Phone Number	(518) 447-4670

☒ **Preparedness Objective 3:** Maintain an Information Security Officer (ISO) to coordinate cyber security efforts with New York State.

ISO Name	Harit Garg
ISO Title	Information Security Analyst
ISO Organization	Albany County Division of Information Services
ISO Email Address	harit.garg@albanycountyny.gov
ISO Phone Number	(518) 447-4960

- ☒ **Preparedness Objective 4A:** Maintain participation in the Field Intelligence Officer (FIO) Program (to ensure information sharing between the New York State Intelligence Center and local law enforcement within your jurisdiction).
- ☒ **Preparedness Objective 4B:** Maintain participation in the Intelligence Liaison Officer (ILO) Program (to ensure information sharing between the NYSIC and local Fire and Emergency Medical Services agencies within your jurisdiction).
- ☒ **Preparedness Objective 5A:** Develop and maintain a Comprehensive Emergency Management Plan or basic emergency plan in accordance with Article 2-B of Executive Law. The plan should be reviewed annually and submitted by December 31 each year to the DHSES Office of Emergency Management.
- ☒ **Preparedness Objective 5B:** Participate in the Emergency Management Certification and Training (EMC & T) Program, to include the County Chief Elected Official (Tier 1) and the County Emergency Manager (Tier 2).
- ☒ **Preparedness Objective 5C:** Maintain a County Hazardous Materials Response Plan that is updated every three years and submitted to the DHSES Office of Fire Prevention and Control.
- ☒ **Preparedness Objective 6:** Participate in updates to the County Emergency Preparedness Assessment (CEPA) process every three years or as otherwise directed by DHSES.

As the Chief Executive Officer, I hereby certify that Albany County/City will comply with the Preparedness Objectives outlined above.

Name:

Daniel P. McCoy

Signature:

Daniel P. McCoy

Date:

6/12/24

NYS SHSP/SLETPP Priorities and Preparedness Objectives

A: Engagement with NYS SHSP/SLETPP Priorities and Preparedness Objectives - NYS has identified a series of specific priorities for the FY2024 SHSP/SLETPP grants. All sub-recipients are highly encouraged to engage these priorities, where it is appropriate to do so, with their project investments. Please articulate how your proposed projects will meet the following NYS Priorities. For any NYS Priorities that your application will not directly address, please describe how you are doing so through compliance with the NYS Preparedness Objectives and/or with alternative funding streams (e.g. a targeted grant) or local revenues.

Priority #1 - Advancement of Regional Partnerships: DHSES continues to promote the advancement of multi-disciplinary, multi-jurisdictional regional partnerships across New York State. These partnerships allow capabilities to be developed in a coordinated and cost-effective way. Over the past 10-12 years, effective regional partnerships have been developed in a number of different areas, including regional Counter Terrorism Zones (CTZs), HazMat Partnerships, Interoperable Communications Consortiums, Tactical Team Partnerships (formalized via Inter-municipal Agreements), Bomb Squad Regional coordination efforts, etc. Under the FY2024 SHSP/SLETPP grants, support for these (and other) regional partnerships and programs are strongly encouraged.	Description: In March of 2008, the mayors of the Cities of Schenectady, Albany and Troy met together with their chief executive counterparts from the counties of Schenectady, Albany and Rensselaer. At that meeting, it was decided that the initial governing body of the Capital Region (NY) Urban Area Working Group (UAWG) would consist of the CEO's of the six jurisdictions, or their designees. It was agreed that decisions would be made by consensus, which was defined essentially, as unanimity. This simple mechanism was not further refined, as the focus became the rapid development of strategy, project budgets, and investment justifications. Each of these milestones was reached with the ad hoc structure created in March 2008. These achievements have been widely viewed as an unprecedented example of inter-municipal cooperation. Although the Capital Region Urban Area is no longer classified by FEMA as a Tier II UASI as of 2011, the partners continue to work together in a regional approach to prevent, protect, mitigate, respond to and recover from acts of terrorism and
Preparedness Objective #1: Ensure the lead law enforcement agency in the County/City maintains active participation in Counter Terrorism Zone (CTZ) activities, including the Operation Safeguard Program. The County's/City's lead law enforcement agency must attend at least one (1) CTZ meeting per quarter, support Operation Safeguard related tasks, and participate in Red Team exercises as requested by DHSES.	
Priority #2 - Maturation of Citizen Preparedness Efforts: The presence of an active, engaged citizenry is a critical component of the State's preparedness posture. While several jurisdictions in the State have developed innovative citizen preparedness programs, the CEPA Program (along with other capability assessments) has found that this remains one of the lowest rated capabilities across the State. Under Governor Cuomo's leadership, the State has worked to address this issue through the State's Citizen Preparedness Corps Program, however, there is still additional work that local jurisdictions can do, building on and in support of existing models in the State. SHSP funds can be used for a variety of Citizen Preparedness projects, including the development (or sustainment) of citizen preparedness campaigns, training/outreach efforts involving Citizen Corps Councils and Community Emergency Response Teams, and for citizen preparedness kits and supplies.	Description: Albany County's Department of Health will engage citizens in preparedness and readiness activities that increase awareness, skill sets, and links to resources that promote community resiliency. The project will include maintaining staff to oversee Public Health Emergency Preparedness planning, implementation, and evaluation i.e. training, education, and outreach plan for citizens, Albany County Citizen Corps Council members, and MRC Unit; and the distribution of supplies to support community safety and preparedness. These community-wide efforts allow opportunities for preparedness training and distribution of preparedness resources. In addition to the public, events are well attended by both governmental (including the Sheriff and APD) and non-governmental partners, which in turn promotes regional relationships before emergencies happen.
Preparedness Objective #2: Maintain a Citizen Preparedness Coordinator to collaborate Citizen Preparedness efforts with New York State.	
Priority #3 - Development of Effective Cyber Security Programs and Policies: All levels of government, the private sector, and the general public have been impacted by the dramatic increase in cyber attacks over the past five years. The proper detection, interdiction, and remediation of cyber vulnerabilities is critical. Through the CEPA program, DHSES has found that counties tend to be very concerned about the threat of cyber attacks, however, their capabilities to prevent and address these attacks are often underdeveloped. As such, DHSES is emphasizing the importance of cyber security in the FY2024 SHSP and SLETPP grant programs. Grant funds can be used for cyber security planning, cyber security enhancement equipment (including encryption software, malware protection, intrusion/detection prevention systems, and vulnerability scanning), cyber security training (which may require pre-approval; please consult with your Program Representative at DHSES); and cyber security exercises.	Description: The Albany County Division of Information Services' first project is to continue managed detection and response (MDR) cybersecurity as a service for one year. Albany County's Managed Detection and Response service includes: a fully managed and hosted security information and event management (SIEM), concierge cybersecurity team, 1 year log retention, vulnerability scanning, and a managed intrusion detection system (IDS). The continuation of these managed cybersecurity services will aid with the implementation of essential cybersecurity tools such as threat intelligence, advanced threat detection and remediation, and vulnerability management in Albany County. By working with a concierge cybersecurity team, specific employees from the MDR service assigned to work with Albany County who have comprehensive visibility into Albany County's cybersecurity/IT infrastructure, Albany County's Division of Information Services will get notified of any potential weaknesses or vulnerabilities within our
Preparedness Objective #3: Maintain an Information Security Officer (ISO) to coordinate cyber security efforts with New York State.	

Priority #4 - Enhancement of Law Enforcement Information-Sharing Capabilities: Since 9/11, the enhancement of law enforcement information-sharing capabilities has been a top priority in New York State. The importance of this mission remains unchanged this year, as jurisdictions are encouraged to sustain and enhance their information-sharing efforts with the New York State Intelligence Center (NYSIC) and their local CTZ. Within this area, support for major outreach programs is prioritized, including participation in the Field Intelligence Officer (FIO) Program, and the engagement of Fire/EMS personnel in information-sharing activities through the Intelligence Liaison Officer (ILO) Program.	Description: Albany Police Department is seeking to invest in video surveillance cameras. The placement of crucial video camera systems will allow law enforcement to be in a position to operate more rapidly and with greater confidence in the pursuit of cases against person responsible for all reported crime. Several years ago, the City of Albany began to heavily invest in the overhaul of establishing a complete video surveillance system platform. Albany County Sheriff's Office is seeking to fund licensing and maintenance fees for 30 License Plate Reader units within Albany County. This allows for the development of Intelligence Data to be shared with the Capital Region Crime Information Center, which Federal, State and Local Analysts assigned to it. Additionally, both Albany County and City actively participate in FIO, ILO, NYSIC, and CTZ activities.
Preparedness Objective #4A: Maintain participation in the Field Intelligence Officer (FIO) Program (to ensure information sharing between the New York State Intelligence Center and local law enforcement within your jurisdiction).	
Preparedness Objective #4B: Maintain participation in the Intelligence Liaison Officer (ILO) Program (to ensure information sharing between the NYSIC and local Fire and Emergency Medical Services agencies within your jurisdiction). All counties are required to conduct at least six (6) course deliveries during the three-year performance period of this grant.	
Priority #5 - Continued Coordination of Emergency Management Planning Efforts: Proper Emergency Management planning provides the foundation for effective response, recovery, and mitigation activities. Jurisdictions are encouraged to utilize their grant awards to maintain and update critical plans including Comprehensive Emergency Management Plans (CEMPs), HazMat Response Plans, COOP/COG plans, and Fatality Management Plans. Planning gaps identified during your county's CEPA process can often be addressed by leveraging SHSP (or SLETPP) funding. Preparedness Objective #5A: Develop and maintain a Comprehensive Emergency Management Plan or basic emergency plan in accordance with Article 2-B of Executive Law. The plan should be reviewed annually and submitted by December 31 each year to the DHSES Office of Emergency Management. Preparedness Objective #5B: Participate in the Emergency Management Certification and Training (EMC & T) Program, to include the County Chief Elected Official (Tier 1) and the County Emergency Manager (Tier 2). Preparedness Objective #5C: Maintain a County Hazardous Materials Response Plan that is updated every three years and submitted to the DHSES Office of Fire Prevention and Control.	Description: Both the City of Albany and the County of Albany have documented Comprehensive Emergency Management Plans (including annexes focused on HazMat, COOP/COG, and Fatality Management) that are updated regularly and disseminated to appropriate personnel and partners. The City and County, along with our regional partners, actively participate in drills and exercises to test and evaluate our emergency response plans. Albany County updated its CEPA with all partners in summer 2022, and will be updating its multi-jurisdiction, multi-hazard mitigation plan. In an effort to better respond to increasing climate related threats and hazards, the County developed a Climate Resiliency Plan at the end of 2022.
Priority #6 - Sustainment of Effective Programs and Existing Capabilities: In the last decade, New York State has effectively leveraged homeland security grant program funds to build critical programs to enhance our prevention, protection, response, recovery, and mitigation capabilities. Under the FY2024 SHSP/SLETPP grants, the sustainment and advancement of effective programs is a top priority, in order to ensure that core capabilities are maintained statewide. Emphasis will be placed on building, maintaining, and assessing sustainable programs, rather than simply purchasing disparate pieces of equipment. Preparedness Objective #6: Participate in updates to the County Emergency Preparedness Assessment (CEPA) process every three years or as otherwise directed by DHSES.	Description: Albany County, and by extension the City of Albany, has a robust public health emergency preparedness program that conducts annual trainings and exercises to advance capabilities to prepare for and respond to public health emergencies. Personnel and operational overtime support through SHSP allow these programs to thrive, specifically ones related to community preparedness and resilience. Additionally, the County continues to propose cyber security improvements that SHSP funding sustains (including firewalls, malware protection, email monitoring, server upgrades, etc.). Homeland Security funding helps sustain the aforementioned capabilities, as well as those of our Explosive Detection Canine Teams and HazMat response Teams, among others. Albany County updated its

Coordination and Integration

A: Stakeholder Participation Summary - To advance the "Whole Community" Approach to Security and Emergency Management as well as integral Collaboration among various stakeholders within the jurisdictions, sub-recipients must describe in their application for funding how they coordinated with appropriate stakeholders both at the county level of government as well as with town, village, and city governments within the county to develop their application for FY2024 SHSP/SLETPP funding.

Please select from the boxes below those stakeholders that were involved in the development of your application. In the description box below, please detail how this coordination occurred (Meetings, Conference Calls, etc.) and what jurisdictions were involved. – Please provide specific details when possible.

Emergency Management	✓	Law Enforcement	✓	Fire Service/HazMat	✓
Public Health	✓	EMS	✓	Local & County Elected Officials	✓
Information Technology Officer (IT) / Chief Information Officer	✓	Educational Institutions	✓	Citizen Corp/Volunteer Groups	✓
Public Works	✓	Tribal		Other (Please Specify in the Description Box)	

Description:

Stakeholders, listed above, within the County and City of Albany are solicited by coordinating entities (i.e. Albany Police Dept, Albany County Sheriff, Albany County Dept of Health, and Albany County Division of Information Service, etc.) to determine their needs at various touch points throughout the year. Upon release of the HSGP NOFO, a meeting is then held with Capital Region UAWG partners to discuss allocation of funding and opportunities for collaboration. These meetings include representatives from the Counties of Albany, Schenectady, and Rensselaer, as well as the Cities of Albany, Schenectady and Troy. The Albany County Sheriff's Office holds weekly/monthly/quarterly meetings (time frame varies) with its partners in order to maintain an up to date assessment of the status and needs within Albany County, surrounding communities and their perspective partners.

Law Enforcement Terrorism Prevention Activities (SLETPP Projects)

A: Involvement of Local Law Enforcement (SLETPP projects only)- For State Law Enforcement Terrorism Prevention Program (SLETPP) applications, sub-recipients should demonstrate how they coordinated with local law enforcement in the development of their FY2024 SLETPP projects (e.g. participation of town and city police departments with a county sheriff's office in establishing law enforcement projects).

Description:

The Albany County Sheriff's Office holds weekly/monthly/quarterly meetings (time frame varies) with its partners in order to maintain an up to date assessment on the status of needs within and surrounding Albany County. Law enforcement partners include: New York State Police, Albany PD, Colonie PD, Bethlehem PD, Guilderland PD, Cohoes PD, Green Island PD, Watervliet PD, Coeymans/Ravena PD, Altamont PD as well as other state and federal agencies.



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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

October 30, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Subject: Extension of FY2022 Department of Justice Grant Funding

Dear Chairwoman Cunningham:

The Department of Management & Budget is requesting authorization to re-appropriate the US Department of Justice's FY2022 Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant into the 2024 budget, due to the expiration of encumbrance 22204453. This extension will allow Albany Law Enforcement Assisted Diversion (LEAD) partners to spend down the approximately \$1M balance on the two-year contracted grant award. This grant is administered by the US Department of Justice, Office of Justice Programs. This funding extension will be utilized to support Albany LEAD and will build upon the successful foundation that LEAD has already established in the City of Albany and expansion to surrounding jurisdictions. This funding makes it possible to advance the mission of LEAD in multiple, important ways. There is no cost to Albany County, this is a 100% federally funded reimbursement based grant.

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

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader

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



County of Albany

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

Legislation Text

File #: TMP-6087, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

The Department of Management & Budget is requesting authorization to re-appropriate the US Department of Justice's FY2022 Comprehensive Opioid, Stimulant, and Substance Abuse Program (COSSAP) Grant into the 2024 budget. This extension will allow Albany Law Enforcement Assisted Diversion (LEAD) partners to spend down the approximately \$1M balance on the two-year contracted grant award.

Date: October 29, 2024
Department: Management & Budget
Attending Meeting: Kate Pauly
Submitted By: Kate Pauly
Title: Grants Specialist
Phone: 518-447-7029

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

US Department of Justice Office of Justice Programs 810 7th St. NW, Washington, D.C. 20531

Term: (Start/end date or duration) October 1, 2022 - September 30, 2025
Amount/Raise Schedule/Fee: \$1,260,648

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 100% County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A4310.04398.COS22
Revenue Amount: \$1,260,648
Appropriation Account and Line: A94310.44092.COS22
Appropriation Amount: \$1,260,648

File #: TMP-6087, **Version:** 1

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☐ No ☒
If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution 22-491 (accept), 12/5/2022

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Re-appropriation of the US Department of Justice's (US DOJ) FY2022 COSSAP Grant into the 2024 budget. This extension will allow LEAD partners to spend down the approximately \$1M balance on the grant through 12/31/2025, due to the expiration of encumbrance 22204453. Subawardees have until the end of 2025 per their contracts with the County & DOJ to spend down funds and therefore the funding needs to be present in the County budget in 2024. \$235,000 of the original \$1,260,648 award amount has been spent down.

APPROPRIATIONS											
USE WHOLE NUMBERS ONLY											
BUDGET LINE						DESCRIPTION		INCREASE		DECREASE	
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY		DEPARTMENT NAME					
				STATE POS. CODE	POSITION CONTROL						
A	4310	44092	COS22	000	000000	LEAD Funding		\$1,025,648			
TOTAL APPROPRIATIONS							\$1,025,648			\$0	
ESTIMATED REVENUES											
USE WHOLE NUMBERS ONLY											
BUDGET LINE						DESCRIPTION		DECREASE		INCREASE	
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY		DEPARTMENT NAME					
				STATE POS. CODE	POSITION CONTROL						
A	4310	04398	COS22	000	000000	LEAD Funding				\$1,025,648	
TOTAL REVENUES							\$0			\$1,025,648	
GRAND TOTAL							\$1,025,648			\$1,025,648	

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.

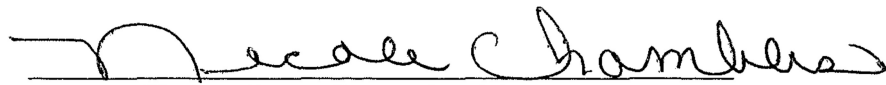
Adopted by unanimous vote – 12/5/22

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