

County of Albany

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



Meeting Agenda

Wednesday, August 27, 2025

6:00 PM

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

Law Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "E" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 146 OF THE ALBANY COUNTY CODE TO INCLUDE A PROHIBITION ON THE USAGE OF HAZARDOUS WASTE ASH IN PRODUCTS
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
4. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "N" 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
5. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "T" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE, ESTABLISHING A MINIMUM PASSING DISTANCE FOR MOTOR VEHICLES
6. AMENDING THE ALBANY COUNTY CODE TO REQUIRE A TWO-THIRDS MAJORITY TO ADOPT A TAX INCREASE
7. AMENDING VARIOUS RESOLUTIONS FOR THE PURPOSE OF REVISING THE COMPOSITION OF CERTAIN BOARDS
8. LOCAL LAW NO. "E" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 146 OF THE ALBANY COUNTY CODE TO INCLUDE A PROHIBITION ON THE USAGE OF HAZARDOUS WASTE ASH IN PRODUCTS
9. 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

10. LOCAL LAW NO. "N" 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
11. LOCAL LAW NO. "P" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS
12. LOCAL LAW NO. "T" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE, ESTABLISHING A MINIMUM PASSING DISTANCE FOR MOTOR VEHICLES
13. LOCAL LAW NO. "U" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE
14. LOCAL LAW NO. "G" FOR 2025: A LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK

CURRENT BUSINESS:

15. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM ASSISTANCE GRANT PROGRAM
16. AMENDING RESOLUTION NO. 217 FOR 2023 REGARDING THE FOURTH COUNSEL AT FIRST APPEARANCE GRANT
17. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE AID TO DEFENSE PROGRAM
18. AMENDING RESOLUTION NO. 184 FOR 2024 REGARDING THE DISTRIBUTION #11 GRANT
19. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE ALTERNATIVES TO INCARCERATION PROGRAM

County of Albany

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



Meeting Minutes

Wednesday, July 30, 2025

6:00 PM

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

Law Committee

PREVIOUS BUSINESS:

Present: Jeffrey D. Kuhn, Dustin M. Reidy, Dennis A. Feeney,
Susan C. Laurilliard, Carolyn McLaughlin, Victoria Plotsky,
Bill L. Ricard, Paul J. Burgdorf and Jeff S. Perlee

1. APPROVING PREVIOUS MEETING MINUTES

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

2. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "E" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 146 OF THE ALBANY COUNTY CODE TO INCLUDE A PROHIBITION ON THE USAGE OF HAZARDOUS WASTE ASH IN PRODUCTS

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. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "N" 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

This proposal was tabled at the request of the Sponsor.

5. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "T" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE, ESTABLISHING A MINIMUM PASSING DISTANCE FOR MOTOR VEHICLES

This proposal was tabled at the request of the Sponsor.

6. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "U" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE

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

7. AMENDING THE ALBANY COUNTY CODE TO REQUIRE A TWO-THIRDS MAJORITY TO ADOPT A TAX INCREASE

This proposal was tabled at the request of the Sponsor.

8. AMENDING VARIOUS RESOLUTIONS FOR THE PURPOSE OF REVISING THE COMPOSITION OF CERTAIN BOARDS

This proposal was tabled at the request of the Sponsor.

9. LOCAL LAW NO. "E" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 146 OF THE ALBANY COUNTY CODE TO INCLUDE A PROHIBITION ON THE USAGE OF HAZARDOUS WASTE ASH IN PRODUCTS

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

10. 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.

11. LOCAL LAW NO. "N" 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

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

12. LOCAL LAW NO. "P" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS

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

13. LOCAL LAW NO. "Q" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK CREATING CHAPTER 114 OF THE ALBANY COUNTY CODE, REGARDING THE CREATION OF THE ALBANY COUNTY OFFICE OF ASSIGNED COUNSEL

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.

- 14. LOCAL LAW NO. "T" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE, ESTABLISHING A MINIMUM PASSING DISTANCE FOR MOTOR VEHICLES**

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

- 15. LOCAL LAW NO. "U" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE**

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

- 16. LOCAL LAW NO. "C" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE REGARDING CREATING A REAL PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF ACCESSORY DWELLING UNITS ON EXISTING RESIDENTIAL PARCELS**

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.

- 17. LOCAL LAW NO. "D" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK MAKING A DETERMINATION THAT PROMOTING OR ENCOURAGING THE UNDERTAKING OF CONVENTION FACILITY PROJECTS BY THE ALBANY CONVENTION CENTER AUTHORITY IS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK**

The Chairman ruled this Local Law Out of Order.

- 18. LOCAL LAW NO. "E" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, IMPOSING AN ADDITIONAL ONE PERCENT RATE OF TAX ON SALES AND USES OF TANGIBLE PERSONAL PROPERTY AND OF CERTAIN SERVICES, AND ON OCCUPANCY OF HOTEL ROOMS AND AMUSEMENT CHARGES, PURSUANT TO ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK**

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.

19. LOCAL LAW NO. "F" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENACTING A MORTGAGE RECORDING TAX PURSUANT TO SECTION 253-p OF THE TAX LAW OF THE STATE OF NEW YORK

A motion was made to move this Local Law forward with a positive recommendation. The motion passed 8-1 with Perlee opposed.

CURRENT BUSINESS:

20. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "G" FOR 2025: A LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK

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

21. LOCAL LAW NO. "G" FOR 2025: A LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK

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

22. AUTHORIZING AGREEMENTS REGARDING ALBANY COUNTY INSURANCE COVERAGE

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

23. AUTHORIZING AN AGREEMENT WITH WEST PUBLISHING CORPORATION REGARDING WESTLAW LEGAL RESEARCH SERVICES SOFTWARE

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

LOCAL LAW “E” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 146 OF THE ALBANY COUNTY CODE TO INCLUDE A PROHIBITION ON THE USAGE OF HAZARDOUS WASTE ASH IN PRODUCTS

Introduced: 4/8/24

By Reinhardt, Simpson and Fein:

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. § 146-34 – Title.

This local law hereby creates Chapter 146, Article 5, **Prohibition on Usage of Hazardous Waste Ash.**

Section 2. § 146-35 - Legislative Purpose and Intent.

The Albany County Legislature hereby finds and determines that the incineration of hazardous waste produces fly ash, flue gas emission control waste, and slag (hereinafter collectively as "hazardous waste ash"). Hazardous waste ash may contain chemicals and heavy metals such as arsenic, barium, cadmium, chromium, lead, mercury, and nickel, which are all potentially toxic to humans and are known to cause or contribute to cancer, lung and heart ailments, liver and kidney damage, neurological damage, and premature mortality.

Hazardous waste ash may also contain mineralogical toxins such as fine crystalline when the feedstock to the industrial process contain silica. Fine particulate crystalline silica induces silicosis when inhaled and is a known respiratory health risk. Hazardous waste ash may be inhaled and become lodged in the deepest parts of the human respiratory system, leading to potentially fatal inflammation and immunological reactions. Fine particulate crystalline silica can induce silicosis and lung cancer separate from silicosis and smoking when inhaled and is a known health risk for chronic obstructive pulmonary disease (COPD) and kidney disease.

Under certain existing commercial practices, hazardous waste ash is included in aggregate material used to formulate commonly encountered compounds such as concrete, pavement, and other compounds found in commerce. The inclusion of hazardous waste ash in aggregate material and commonly encountered compounds exposes the public to potentially toxic substances and endangers public health.

Section 3. § 146-36 – Definitions.

"Aggregate" -- any natural or artificial mixture typically consisting of but not limited to sand, gravel, crushed stone, vermiculite, clinker, expanded or sintered clay or shale, foamed slag, or recycled concrete or asphalt that is used as an ingredient in compound materials.

"Product" -- any aggregate, compound, item, substance, material, component, system, or subsystem sold or traded or produced for sale or trade to the general public in the course of normal business operations.

"Compound" -- asphalt concrete, portland cement concrete, concrete block, structural concrete, unreinforced or lightweight concrete, or any other substance composed of aggregate that is used in construction and engineering applications.

"Fine-Particle Control Device" -- any apparatus, structure, or method of filtration that falls into any of the following general categories:

- (i) fabric filters, also known as baghouses or bag filters;
- (ii) electrostatic collectors, including dry and wet electrostatic precipitators and ionizing wet scrubbers;
- (iii) wet inertial-impaction collectors, including venturi scrubbers and advanced designs that use flux-force condensation-enhancement techniques; or
- (iv) cyclone separators or any other apparatus, structure, or method that is capable of separating fine particles from gas.

"Flue Gas Emission Control Waste" -- the particulates recovered from fine-particle control devices and other receptacles during the treatment of flue gas.

"Fly Ash" -- the fine, lightweight particulates that are transported from the combustion chamber by flue gases into exhaust stacks or other receptacles.

"Hazardous Waste Ash" -- fly ash, flue gas emission control waste, and slag produced as a byproduct of incineration of hazardous waste.

"Slag" -- the molten or once-molten ash that collects on fine-particle control devices or other receptacles as well as chunks in bottom ash.

"Person" -- any individual, public or private corporation, industry, co-partnership, association, firm, trust, estate or private legal entity.

Section 4. § 146-37 - Prohibition on Usage of Hazardous Waste Ash in Products.

No person shall mix, combine or blend hazardous waste ash with any product. This prohibition shall also apply to any material collected from fine-particle control devices

serving as pollution control or containment systems at any hazardous waste incinerator or kiln that is permitted by the department to receive and combust hazardous waste with or without energy recovery.

This prohibition shall not apply to the use or reuse of hazardous waste materials by any Department or Division of Albany County. Specifically, ash product that is produced through the incineration of wastewater sludge at the Albany County Water Purification District is not considered a hazardous material pursuant to this Local Law and is thereby exempt from the provisions of this legislation.

Section 5. § 146-38 - Enforcement.

Any person or entity who violates the provisions of this Local Law shall be subject to the imposition of a civil penalty by the Commissioner of Health of not more than \$5,000 for a first violation, \$10,000 for a second violation, and \$20,000 for each violation thereafter.

The civil penalties provided by this section shall be recoverable in an action instituted in the name of the County of Albany. The County of Albany may also institute a suit in equity where unlawful conduct exists for an injunction to restrain a violation of this Local Law.

Section 6. Severability

The provisions of this Act shall be severable, and if any phrase, clause, sentence or provision is declared to be invalid or is preempted by Federal or State law or regulation, the validity of the remainder of this Act shall not be affected.

Section 7. 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 8. Effective Date.

This Local Law act shall take effect on the ninetieth day after it shall have become a law.

*Referred to Conservation, Sustainability, and Green Initiatives and Law
Committees – 4/8/24*

RESOLUTION NO. 215

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “E” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 146 OF THE ALBANY COUNTY CODE TO INCLUDE A PROHIBITION ON THE USAGE OF HAZARDOUS WASTE ASH IN PRODUCTS

Introduced: 4/8/24

By Reinhardt and Simpson:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “E” for 2024, “A Local Law of the County of Albany, New York Amending Chapter 146 of the Albany County Code to Include a Prohibition on the Usage of Hazardous Waste Ash in Products” to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, April 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.

Referred to Conservation, Sustainability, and Green Initiatives and Law Committees – 4/8/24

Favorable Recommendation Rules Review and Legislative Modernization Committee – 6/25/24

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. 576

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “N” 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**

Introduced: 9/9/24

By Cunningham:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “N” 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 be held by the Albany County Legislature at 7:15 p.m. on Tuesday, October 29, 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.

*Referred to Law and Rules Review and Legislative Modernization Committees
– 9/9/24*

LOCAL LAW NO. N 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 PROVIDE FOR AN OFFICE OF MEDICAL EXAMINER

Introduced: 9/9/24

By Cunningham, 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 replace the County's four, part-time Coroners with a single full-time Medical Examiner. This change would modernize death investigations in the County, a change that many other counties have adopted over the years.

[A second major proposal from the Charter Review Commission is 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.

Finally, part of the recommendations of the Charter Review Commission was to incorporate various departments into the Charter, departments that were absent (or not yet in existence) in the original document. These proposed changes do just that, with the Division of Information Services and the newly retitled Department of Parks and Recreation.]

SECTION II. [Article 5 of the Albany County Charter is hereby amended to create the following sections:

Section 504: Information Services.

There shall be within the Department of Management and Budget an independent Division of Information Services headed by a Chief Information Officer. The Chief Information Officer shall be appointed by the County Executive, subject to confirmation by the County Legislature as provided in Section 302(c) of this Charter, and serve at the pleasure of the County Executive. The Chief Information Officer and staff shall be charged with providing information, technology and computer systems services in support of the county's departments and administrative units. The Chief Information Officer shall perform such other and related duties as shall be required or delegated to her by the County Executive or the County Legislature.

SECTION III. 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 sue the annual CPI data for adjustment. The annual adjusted dollar amount shall be provided to the Clerk of the Legislature by the Commissioner of Management and Budget upon it being determined.

SECTION IV.] Article 19 of the Albany County Charter is hereby repealed entirely.

Article 9: Department of Health is hereby amended by adding the following subsections:

Section 905: Office of Medical Examiner; Appointment; Qualifications

- (a) There shall be an Office of Medical Examiner, a division of the Albany County Department of Health. The Office shall be headed by a Chief Medical Examiner who shall be appointed by the County Executive for a six-year term, subject to confirmation by the County Legislature. At the time of their appointment, and throughout their appointment, the Medical Examiner shall be and remain duly licensed and entitled to practice medicine in the State of New York and shall have an expertise in forensic pathology and such other qualifications for the responsibilities of the Office as determined by the Commissioner of Health. Notwithstanding the provisions of Public Officer's Law Section 38 and County Law Section 400, if the Office of Chief Medical Examiner becomes vacant other than by expiration of term, the vacancy shall be filled by appointment by the County Executive for a five-year term, subject to confirmation by the County Legislature.
- (b) The Chief Medical Examiner, within the appropriations made therefor, shall appoint a Chief Deputy Medical Examiner, who shall also be a physician licensed to practice medicine in the State of New York. In addition to such other duties as may be assigned by the Chief Medical Examiner, the Chief Deputy Medical Examiner shall possess the powers and perform the duties of the Medical Examiner during his absence or inability to act.
- (c) The Chief Medical Examiner, within the appropriations made therefor, may, in conformity with the rules and regulations applicable to the civil service, appoint such forensic investigators and deputy medical examiners as may be authorized by the County Legislature. Forensic investigators and deputy medical examiners shall assist the Chief Medical Examiner in the conduct of investigations and the discharge of his other duties and responsibilities; shall conduct tests and examinations and furnish forensic, medical, investigative and technical services; and shall possess such qualifications and perform such other duties as may be determined by the Chief Medical Examiner.

[SECTION VI. Article 20 of the Albany County Charter is hereby repealed entirely and replaced as follows:

Article 20: Parks and Recreation.

There shall be a Parks and Recreation Department which shall be responsible for providing recreation programs and opportunities for the Albany County community that develops fundamental social, emotional, physical, and cognitive skills that promote a higher quality of life. The department head shall be the Commissioner of Parks and Recreation. The Commissioner of Parks and Recreation shall be appointed by the County Executive, subject to confirmation by the County Legislature as provided in Section 302(c) of this Charter, and serve at the pleasure of the County

Executive. The Commissioner of Parks and Recreation shall perform such other and related duties as shall be required or delegated to her by the County Executive or the County Legislature.]

SECTION [V]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[III]. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the Secretary of State if it is approved by a affirmative vote of the qualified electors of the County of Albany voting upon a proposition for its approval at the next general election in conformity with the provisions of Section 34 of the New York Municipal Home Rule Law and Section 2702 of the Albany County Charter.

LOCAL LAW NO. 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 PROVIDE FOR AN OFFICE OF MEDICAL EXAMINER

Introduced: 9/9/24

By Cunningham, 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 replace the County's four, part-time Coroners with a single full-time Medical Examiner. This change would modernize death investigations in the County, a change that many other counties have adopted over the years.

SECTION II

Article 19 of the Albany County Charter is hereby repealed entirely.

Article 9: Department of Health is hereby amended by adding the following subsections:

Section 905: Office of Medical Examiner; Appointment; Qualifications

- (a) There shall be an Office of Medical Examiner, a division of the Albany County Department of Health. The Office shall be headed by a Chief Medical Examiner who shall be appointed by the County Executive for a six-year term, subject to confirmation by the County Legislature. At the time of their appointment, and throughout their appointment, the Medical Examiner shall be and remain duly licensed and entitled to practice medicine in the State of New York and shall have an expertise in forensic pathology and such other qualifications for the responsibilities of the Office as determined by the Commissioner of Health. Notwithstanding the provisions of Public Officer's Law Section 38 and County Law Section 400, if the Office of Chief Medical Examiner becomes vacant other

than by expiration of term, the vacancy shall be filled by appointment by the County Executive for a five-year term, subject to confirmation by the County Legislature.

- (b) The Chief Medical Examiner, within the appropriations made therefor, shall appoint a Chief Deputy Medical Examiner, who shall also be a physician licensed to practice medicine in the State of New York. In addition to such other duties as may be assigned by the Chief Medical Examiner, the Chief Deputy Medical Examiner shall possess the powers and perform the duties of the Medical Examiner during his absence or inability to act.
- (c) The Chief Medical Examiner, within the appropriations made therefor, may, in conformity with the rules and regulations applicable to the civil service, appoint such forensic investigators and deputy medical examiners as may be authorized by the County Legislature. Forensic investigators and deputy medical examiners shall assist the Chief Medical Examiner in the conduct of investigations and the discharge of his other duties and responsibilities; shall conduct tests and examinations and furnish forensic, medical, investigative and technical services; and shall possess such qualifications and perform such other duties as may be determined by the Chief Medical Examiner.

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 shall take effect immediately upon filing in the office of the Secretary of State if it is approved by a affirmative vote of the qualified electors of the County of Albany voting upon a proposition for its approval at the next general election in conformity with the provisions of Section 34 of the New York Municipal Home Rule Law and Section 2702 of the Albany County Charter.

LOCAL LAW NO. “T” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE, ESTABLISHING A MINIMUM PASSING DISTANCE FOR MOTOR VEHICLES

Introduced: 12/2/24

By Fein, Laurilliard, A. Joyce and Miller:

A local law amending Chapter 288 of the Albany County Code, entitled **Vehicles**, to create Article IV of such Chapter, entitled **Minimum Passing Distance Requirements for Motor Vehicles**, to establish a minimum passing distance for motor vehicles.

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Article Creation.

Chapter 288, Article IV, **Minimum Passing Distance Requirements for Motor Vehicles**, is hereby created.

Section 2. §288-26, Title.

This local law shall be known as the “Albany County Safe Passing Law.”

Section 3. § 288-27, Legislative Intent.

The Albany County Legislature recognizes that bicyclists, pedestrians, and other vulnerable road users often need to share roadways with motor vehicles out of necessity.

The Legislature also acknowledges that in these situations, vulnerable road users are susceptible to the actions of motor vehicle operators who can pose a threat to their health and safety if passing too closely.

Therefore, this Legislature finds it necessary to establish a minimum passing distance for motor vehicles approaching or passing vulnerable road users.

Section 4. § 288-28, Vulnerable Road User.

“Vulnerable road user” means any pedestrian; person operating a wheelchair or other personal mobility device regardless of motorization; person operating a bicycle or other non-motorized mode of transportation such as roller skates, rollerblades, roller skis, skateboard, longboard, or unicycle; operator of roadway

construction, repair, or maintenance equipment; utility worker; construction worker; roadside assistance worker; operator of agricultural equipment; person riding, driving, or herding an animal; law enforcement officer; firefighter; emergency medical technician; or first responder.

Section 5. § 288-29, Minimum Distance Requirements for Motor Vehicles.

The operator of a motor vehicle that is approaching or passing vulnerable road user shall do so at a distance of at least three feet until safely clear thereof. The three-foot distance requirement shall not apply on roads with clearly-marked bicycle lanes as defined by New York Vehicle and Traffic Law § 102-a.

Section 6. § 288-30, Compliance with New York Vehicle and Traffic Law.

The operator of a motor vehicle that is approaching or passing a vulnerable road user shall not violate New York Vehicle and Traffic Law §§ 1122-a, 1124, 1125, 1126, or any other section pertaining to overtaking and passing.

Section 7. § 288-31, Penalties.

1. Any person committing the above-referenced offense shall be guilty of a violation and subject to a fine not to exceed \$225 for a first offense, \$325 for a second offense and \$425 for any third or subsequent offense(s).
2. This section does not preclude a person from being charged with, convicted of, or punished for any other violation of law.

Section 8. § 288-32, Applicability.

This law shall apply to all actions occurring on or after the effective date.

Section 9. § 288-33, 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 10. § 288-34, 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 11. Effective Date.

This local law shall take effect immediately following its filing with the Office of the Secretary of State.

Referred to Law and Public Safety Committees – 12/02/24

RESOLUTION NO. 823

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “T” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE, ESTABLISHING A MINIMUM PASSING DISTANCE FOR MOTOR VEHICLES

Introduced: 12/2/24

By Fein, Laurilliard, A. Joyce and Miller:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “T” for 2024, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE, ESTABLISHING A MINIMUM PASSING DISTANCE FOR MOTOR VEHICLES” be held by the Albany County Legislature at 7:15 p.m. on Tuesday, February 25, 2025, 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. 93

AMENDING VARIOUS RESOLUTIONS FOR THE PURPOSE OF REVISING THE COMPOSITION OF CERTAIN BOARDS

Introduced: 3/10/25

By: Mauriello

WHEREAS, Albany County has a large number of development corporations and other organizations with boards of directors or otherwise composed of boards, and

WHEREAS, Many boards and boards of directors are comprised, either partly or fully, by legislative appointees, though in many instances these boards do not include participation by appointees of the Minority Conference of the Albany County Legislature, and

WHEREAS, As of February 2025, the Minority Conference of the Albany County Legislature represents more than 70,000 Albany County residents, and

WHEREAS, A large number of Albany County boards and boards of directors already include an appointee by the Minority Leader of the Albany County Legislature, and

WHEREAS, Regardless of political party affiliation, the Minority Conference of the Albany County Legislature should be included in the determination of board memberships as it relates to the administration of Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that Section 346-5 of the Albany County Code is amended to read as follows:

§ 346-5 Board of Directors.

A. The Board of Directors shall consist of seven members to be appointed by the Albany County Legislature, one of which shall be on the recommendation of the Majority Leader of the County Legislature and one of which shall be on the recommendation of the Minority Leader of the County Legislature. Said members shall represent areas of interest or expertise, including, but not limited to: the building industry; architectural/planning and/or design industry; financial services; law enforcement; property management; municipal affairs; buildings and codes; real estate; building demolition industry; and historical renovation services.

B. All members of the Board shall be residents or have their primary place of business in the County of Albany, and said directors shall serve at the pleasure of the Legislature.

and, be it further

RESOLVED, That Section 320-2 of the Albany County Code is amended to read as follows:

§ 320-2 Composition.

The Committee shall be comprised of the County Superintendent of Highways, one member of the County Legislature designated by the Chair of the County Legislature, one member of the County Legislature designated by the Majority Leader of the County Legislature, one member of the County Legislature designated by the Minority Leader of the County Legislature, and [five] three members who shall be residents of the County, representing a cross-section of civic and business interests, and who shall be appointed by the Chair of the County Legislature. Vacancies shall be filled in the same manner as original appointments.

and, be it further

RESOLVED, That Section 320-19 of the Albany County Code is amended to read as follows:

§ 320-19 Establishment; purpose; members.

The Human Services Advisory Board authorized by Article 21 of the Albany County Charter is established for the purposes set forth in said Article 21 and the County Legislature shall appoint members to the Human Services Advisory Board from time to time, with said individuals to serve thereon at the pleasure of the County Legislature[.] provided, however, that one member shall serve on the recommendation of the Majority Leader of the County Legislature and one member shall serve on the recommendation of the Minority Leader of the County Legislature.

and, be it further

RESOLVED, That Section 320-21 of the Albany County Code is amended to read as follows:

§ 320-21 Increase in membership.

The Legislature finds it is in the best interest of Albany County to expand the membership of the Albany County Industrial Development Agency to seven

members[.] provided, however, that one member shall serve on the recommendation of the Majority Leader of the County Legislature and one member shall serve on the recommendation of the Minority Leader of the County Legislature.

and, be it further

RESOLVED, That this resolution shall take effect on January 1st, 2026, and shall be considered for the appointment of board members for all boards amended under this resolution beginning on that date, and, be it further

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

LOCAL LAW “E” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 146 OF THE ALBANY COUNTY CODE TO INCLUDE A PROHIBITION ON THE USAGE OF HAZARDOUS WASTE ASH IN PRODUCTS

Introduced: 4/8/24

By Reinhardt, Simpson and Fein:

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. § 146-34 – Title.

This local law hereby creates Chapter 146, Article 5, **Prohibition on Usage of Hazardous Waste Ash.**

Section 2. § 146-35 - Legislative Purpose and Intent.

The Albany County Legislature hereby finds and determines that the incineration of hazardous waste produces fly ash, flue gas emission control waste, and slag (hereinafter collectively as "hazardous waste ash"). Hazardous waste ash may contain chemicals and heavy metals such as arsenic, barium, cadmium, chromium, lead, mercury, and nickel, which are all potentially toxic to humans and are known to cause or contribute to cancer, lung and heart ailments, liver and kidney damage, neurological damage, and premature mortality.

Hazardous waste ash may also contain mineralogical toxins such as fine crystalline when the feedstock to the industrial process contain silica. Fine particulate crystalline silica induces silicosis when inhaled and is a known respiratory health risk. Hazardous waste ash may be inhaled and become lodged in the deepest parts of the human respiratory system, leading to potentially fatal inflammation and immunological reactions. Fine particulate crystalline silica can induce silicosis and lung cancer separate from silicosis and smoking when inhaled and is a known health risk for chronic obstructive pulmonary disease (COPD) and kidney disease.

Under certain existing commercial practices, hazardous waste ash is included in aggregate material used to formulate commonly encountered compounds such as concrete, pavement, and other compounds found in commerce. The inclusion of hazardous waste ash in aggregate material and commonly encountered compounds exposes the public to potentially toxic substances and endangers public health.

Section 3. § 146-36 – Definitions.

"Aggregate" -- any natural or artificial mixture typically consisting of but not limited to sand, gravel, crushed stone, vermiculite, clinker, expanded or sintered clay or shale, foamed slag, or recycled concrete or asphalt that is used as an ingredient in compound materials.

"Product" -- any aggregate, compound, item, substance, material, component, system, or subsystem sold or traded or produced for sale or trade to the general public in the course of normal business operations.

"Compound" -- asphalt concrete, portland cement concrete, concrete block, structural concrete, unreinforced or lightweight concrete, or any other substance composed of aggregate that is used in construction and engineering applications.

"Fine-Particle Control Device" -- any apparatus, structure, or method of filtration that falls into any of the following general categories:

- (i) fabric filters, also known as baghouses or bag filters;
- (ii) electrostatic collectors, including dry and wet electrostatic precipitators and ionizing wet scrubbers;
- (iii) wet inertial-impaction collectors, including venturi scrubbers and advanced designs that use flux-force condensation-enhancement techniques; or
- (iv) cyclone separators or any other apparatus, structure, or method that is capable of separating fine particles from gas.

"Flue Gas Emission Control Waste" -- the particulates recovered from fine-particle control devices and other receptacles during the treatment of flue gas.

"Fly Ash" -- the fine, lightweight particulates that are transported from the combustion chamber by flue gases into exhaust stacks or other receptacles.

"Hazardous Waste Ash" -- fly ash, flue gas emission control waste, and slag produced as a byproduct of incineration of hazardous waste.

"Slag" -- the molten or once-molten ash that collects on fine-particle control devices or other receptacles as well as chunks in bottom ash.

"Person" -- any individual, public or private corporation, industry, co-partnership, association, firm, trust, estate or private legal entity.

Section 4. § 146-37 - Prohibition on Usage of Hazardous Waste Ash in Products.

No person shall mix, combine or blend hazardous waste ash with any product. This prohibition shall also apply to any material collected from fine-particle control devices

serving as pollution control or containment systems at any hazardous waste incinerator or kiln that is permitted by the department to receive and combust hazardous waste with or without energy recovery.

This prohibition shall not apply to the use or reuse of hazardous waste materials by any Department or Division of Albany County. Specifically, ash product that is produced through the incineration of wastewater sludge at the Albany County Water Purification District is not considered a hazardous material pursuant to this Local Law and is thereby exempt from the provisions of this legislation.

Section 5. § 146-38 - Enforcement.

Any person or entity who violates the provisions of this Local Law shall be subject to the imposition of a civil penalty by the Commissioner of Health of not more than \$5,000 for a first violation, \$10,000 for a second violation, and \$20,000 for each violation thereafter.

The civil penalties provided by this section shall be recoverable in an action instituted in the name of the County of Albany. The County of Albany may also institute a suit in equity where unlawful conduct exists for an injunction to restrain a violation of this Local Law.

Section 6. Severability

The provisions of this Act shall be severable, and if any phrase, clause, sentence or provision is declared to be invalid or is preempted by Federal or State law or regulation, the validity of the remainder of this Act shall not be affected.

Section 7. 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 8. Effective Date.

This Local Law act shall take effect on the ninetieth day after it shall have become a law.

*Referred to Conservation, Sustainability, and Green Initiatives and Law
Committees – 4/8/24*

LOCAL LAW NO. 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 PROVIDE FOR AN OFFICE OF MEDICAL EXAMINER

Introduced: 9/9/24

By Cunningham, 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 replace the County's four, part-time Coroners with a single full-time Medical Examiner. This change would modernize death investigations in the County, a change that many other counties have adopted over the years.

[A second major proposal from the Charter Review Commission is 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.

Finally, part of the recommendations of the Charter Review Commission was to incorporate various departments into the Charter, departments that were absent (or not yet in existence) in the original document. These proposed changes do just that, with the Division of Information Services and the newly retitled Department of Parks and Recreation.]

SECTION II. [Article 5 of the Albany County Charter is hereby amended to create the following sections:

Section 504: Information Services.

There shall be within the Department of Management and Budget an independent Division of Information Services headed by a Chief Information Officer. The Chief Information Officer shall be appointed by the County Executive, subject to confirmation by the County Legislature as provided in Section 302(c) of this Charter, and serve at the pleasure of the County Executive. The Chief Information Officer and staff shall be charged with providing information, technology and computer systems services in support of the county's departments and administrative units. The Chief Information Officer shall perform such other and related duties as shall be required or delegated to her by the County Executive or the County Legislature.

SECTION III. 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 sue the annual CPI data for adjustment. The annual adjusted dollar amount shall be provided to the Clerk of the Legislature by the Commissioner of Management and Budget upon it being determined.

SECTION IV.] Article 19 of the Albany County Charter is hereby repealed entirely.

Article 9: Department of Health is hereby amended by adding the following subsections:

Section 905: Office of Medical Examiner; Appointment; Qualifications

- (a) There shall be an Office of Medical Examiner, a division of the Albany County Department of Health. The Office shall be headed by a Chief Medical Examiner who shall be appointed by the County Executive for a six-year term, subject to confirmation by the County Legislature. At the time of their appointment, and throughout their appointment, the Medical Examiner shall be and remain duly licensed and entitled to practice medicine in the State of New York and shall have an expertise in forensic pathology and such other qualifications for the responsibilities of the Office as determined by the Commissioner of Health. Notwithstanding the provisions of Public Officer's Law Section 38 and County Law Section 400, if the Office of Chief Medical Examiner becomes vacant other than by expiration of term, the vacancy shall be filled by appointment by the County Executive for a five-year term, subject to confirmation by the County Legislature.
- (b) The Chief Medical Examiner, within the appropriations made therefor, shall appoint a Chief Deputy Medical Examiner, who shall also be a physician licensed to practice medicine in the State of New York. In addition to such other duties as may be assigned by the Chief Medical Examiner, the Chief Deputy Medical Examiner shall possess the powers and perform the duties of the Medical Examiner during his absence or inability to act.
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[SECTION VI. Article 20 of the Albany County Charter is hereby repealed entirely and replaced as follows:

Article 20: Parks and Recreation.

There shall be a Parks and Recreation Department which shall be responsible for providing recreation programs and opportunities for the Albany County community that develops fundamental social, emotional, physical, and cognitive skills that promote a higher quality of life. The department head shall be the Commissioner of Parks and Recreation. The Commissioner of Parks and Recreation shall be appointed by the County Executive, subject to confirmation by the County Legislature as provided in Section 302(c) of this Charter, and serve at the pleasure of the County

Executive. The Commissioner of Parks and Recreation shall perform such other and related duties as shall be required or delegated to her by the County Executive or the County Legislature.]

SECTION [V]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[III]. Effective Date.

This Local Law shall take effect immediately upon filing in the office of the Secretary of State if it is approved by a affirmative vote of the qualified electors of the County of Albany voting upon a proposition for its approval at the next general election in conformity with the provisions of Section 34 of the New York Municipal Home Rule Law and Section 2702 of the Albany County Charter.

LOCAL LAW NO. 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 PROVIDE FOR AN OFFICE OF MEDICAL EXAMINER

Introduced: 9/9/24

By Cunningham, 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 replace the County's four, part-time Coroners with a single full-time Medical Examiner. This change would modernize death investigations in the County, a change that many other counties have adopted over the years.

SECTION II

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than by expiration of term, the vacancy shall be filled by appointment by the County Executive for a five-year term, subject to confirmation by the County Legislature.

- (b) The Chief Medical Examiner, within the appropriations made therefor, shall appoint a Chief Deputy Medical Examiner, who shall also be a physician licensed to practice medicine in the State of New York. In addition to such other duties as may be assigned by the Chief Medical Examiner, the Chief Deputy Medical Examiner shall possess the powers and perform the duties of the Medical Examiner during his absence or inability to act.
- (c) The Chief Medical Examiner, within the appropriations made therefor, may, in conformity with the rules and regulations applicable to the civil service, appoint such forensic investigators and deputy medical examiners as may be authorized by the County Legislature. Forensic investigators and deputy medical examiners shall assist the Chief Medical Examiner in the conduct of investigations and the discharge of his other duties and responsibilities; shall conduct tests and examinations and furnish forensic, medical, investigative and technical services; and shall possess such qualifications and perform such other duties as may be determined by the Chief Medical Examiner.

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 shall take effect immediately upon filing in the office of the Secretary of State if it is approved by a affirmative vote of the qualified electors of the County of Albany voting upon a proposition for its approval at the next general election in conformity with the provisions of Section 34 of the New York Municipal Home Rule Law and Section 2702 of the Albany County Charter.

LOCAL LAW NO. P FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 242 OF THE ALBANY COUNTY CODE TO PROVIDE A LOCAL LICENSING SYSTEM FOR TOBACCO AND RELATED PRODUCTS

Introduced: 9/9/24

By: Cunningham, Willingham, McLean Lane, McLaughlin, Miller

BE IT ENACTED by the Legislature of the County of Albany as follows:

SECTION I. Article Creation.

Chapter 242, Article VI, Tobacco Retail Licensing, is hereby created

SECTION II. Title

This law shall be known as the “Quit Using Inhalants & Tobacco (QUIT Act).

SECTION III. § 242-32 Legislative Intent and Purpose

In accordance with New York State Public Health Law § 1399-ii, the County of Albany intends to limit the concentration of smoke shops and tobacco retailers within the County. The regulations herein are intended to further the goals of New York State's tobacco use prevention and control program, due to the known adverse impacts of tobacco and nicotine use. In furtherance of the state's goals, the County finds that:

- a. Smoke shop and tobacco retailer density is associated with higher rates of tobacco use in both youth and adult populations; and
- b. Adolescent brains are vulnerable to the effects of nicotine and to nicotine dependency; and
- c. Tobacco use leads to preventable death and disease in New York State; and
- d. The County of Albany has a substantial interest in reducing the number of individuals of all ages who use cigarettes and other tobacco products, and a particular interest in protecting adolescents from tobacco dependence and the illnesses and premature death associated with tobacco use, and
- e. The restriction of increasing smoke shop and tobacco retailer density will reduce the availability of nicotine products to residents, and in particular young residents, thus reducing risk to the public's health, safety, and wellbeing.

SECTION IV. § 242-33 Authority

This article is enacted by the Albany County Legislature pursuant to its authority to adopt local laws under the New York State Constitution Article IX and Municipal Home Rule Law § 10.

SECTION V. § 242-34 Definitions

As used in this article, the following terms shall have the meanings indicated:

Accessory: as defined in Chapter 242 §242-20.

Component or Part: as defined in Chapter 242 §242-20.

Constituent: An ingredient, substance, chemical, or compound, other than tobacco, water, reconstituted tobacco sheet, or propylene glycol or vegetable glycerin that is added by the manufacturer to a covered product during the processing, manufacture, or packing of the covered product.

Covered Product: A tobacco product, electronic aerosol delivery system, or another or product regulated by Article 13-F of the Public Health Law.

Department: as defined in Chapter 242 §242-20.

Commissioner: as defined in Chapter 242 §242-20.

Electronic Aerosol Delivery System: as defined in Chapter 242 §242-20.

New Tobacco Retail License: a tobacco retail license that is not a renewed tobacco retail license.

Person: as defined in Chapter 242 §242-3

Renewed Tobacco Retail License: A tobacco retail license issued to an applicant for the same location at which the applicant possessed a valid tobacco retail license during the previous 12 months.

Sell: Shall mean to sell, exchange, give or dispose of to another or offer to or agree to do the same.

School: A public or independent kindergarten, elementary, middle, junior high, or high school.

Tobacco Product: as defined in Chapter 242 §242-20

Tobacco Retailer: A retailer licensed pursuant to this chapter.

Tobacco Retail License: A license issued pursuant to Chapter 242 §242-35 by the Department to a person to engage in the retail sale in the County of Albany of a covered product.

SECTION VI. §242-35 Tobacco Retail License Required.

- a. No person shall sell, offer for sale, or permit the sale of a covered product by retail within the County of Albany without a valid tobacco retail license. A tobacco retail license is not required for a wholesale dealer who sells products to retail dealers for the purpose of resale only and does not sell a covered product directly to consumers.
- b. Notwithstanding the requirements set forth in Subsection A, this chapter shall not apply to registered organizations pursuant to § 3364 of the Public Health Law.
- c. A tobacco retail license issued pursuant to this chapter is nontransferable and non-assignable and valid only for the applicant and the specific address indicated on the tobacco retail license. A separate tobacco retail license is required for each address where a covered product is sold or offered for sale. A change in business ownership or business address requires a new tobacco retail license.

SECTION VII. §242-36 License Application and Application Fee

- a. An application for a new tobacco retail license or a renewed tobacco retail license shall be submitted to the Department in writing upon a form provided by the Department and shall contain information as required by the Department. The Department may require the forms to be signed and verified by the applicant or an authorized agent thereof.
- b. Each application for a tobacco retail license shall be accompanied by a non-refundable application fee of \$240.
- c. Upon the receipt of a completed application for a tobacco retail license and the application fee required by Subsection B, the Department may inspect the location at which sales of a covered product are to be permitted. The Department may ask the applicant to provide additional information that is reasonably related to the determination of whether a tobacco retail license may issue.

SECTION VIII. §242-37 Issuance of Licenses

- a. No tobacco retail license shall be issued to a seller of a covered product that is not in a fixed, permanent location.

- b. The issuance of a tobacco retail license pursuant to this chapter is done in the Department's discretion and shall not confer upon licensee any property rights in the continued possession of the license.
- c. The Department shall collect from the applicant the tobacco retail license fee prescribed by §242-36(b); §242-38(b) prior to issuing a tobacco retail license.
- d. The Department may refuse to issue a tobacco retail license to an applicant if it finds that one or more of the following bases for denial exists:
 - 1. The information presented in the application is incomplete, inaccurate, false, or misleading;
 - 2. The fee for the application has not been paid as required;
 - 3. The applicant does not possess a valid certificate of registration required by state or federal law for the sale of a covered product;
 - 4. The Department has previously revoked a tobacco retail license issued under this chapter to the applicant;
 - 5. The Department has previously revoked a tobacco retail license issued under this chapter for the same address or location;
 - 6. The applicant has been found by a court of law or administrative body to have violated a federal, state, or local law pertaining to:
 - i. Trafficking in contraband tobacco products or illegal drugs;
 - ii. The payment or collection of taxes on a covered product
 - iii. The display of a covered product or of health warnings pertaining to a covered product; or
 - iv. The sale of a covered product.
 - 7. The applicant has not paid to the Count of Albany outstanding fees, fines, penalties, or other charges owed to the Count of Albany, including the fee for the tobacco retail license required by §242-36(b); §242-389(b)§ 114-7; or
 - 8. The Department determines, in accordance with written criteria established to further the purposes of this chapter, that the applicant is otherwise not fit to hold a tobacco retail license.

SECTION IX. §242-38 License Term and Annual Fee

- a. A tobacco retail license issued pursuant to this chapter shall be valid for no more than one year and shall expire on December 31. As set forth in § 114-12 revocation of licenses, a tobacco retail license may be revoked for cause by the Department prior to its expiration.
- b. The tobacco retailer shall pay an annual tobacco retail license fee of \$240.
- c. The Director may discount the tobacco retail license fee required by §242-36(b); §242-38(b) for an application received within six months of the expiration date.

SECTION X: §242-39 Display of License

- a. A tobacco retail license issued pursuant to this chapter shall be conspicuously displayed at the location where a covered product is sold so that it is readily visible to customers.
- b. Selling, offering for sale, or permitting the sale of a covered product without a valid tobacco retail license displayed in accordance with Subsection (a) constitutes a violation of this chapter.

SECTION XI: §242-40 Number of Licenses Issued

- a. For the first year after the effective date of this chapter, the Department shall accept an application for a tobacco retail license only from an applicant for the same location at which the applicant possessed a valid certificate of registration as a tobacco retail dealer or electronic aerosol delivery system (vapor) products dealer from the New York State Department of Taxation and Finance 180 days prior to the effective date of this chapter.
- b. Beginning one year after the effective date of this chapter, the Department shall issue a renewed tobacco retail license to eligible applicants.
- c. Thereafter, the Department shall issue only one new tobacco retail license for every two tobacco retail licenses that are not renewed, until a floor of one hundred fifty (150) is reached. Thereafter, the Department shall evaluate the effect of this local law on reducing tobacco usage by reducing the density of tobacco retailers.
- d. Whenever the number of valid applications for a new tobacco retail license exceeds the maximum number of new tobacco retail licenses that may be issued pursuant to this section, the Department shall grant new tobacco retail licenses using the following priorities:
 - 1. A new tobacco retail license shall be granted, first, to an applicant for an establishment whose property line is located 1,000 feet or more from the nearest point of the property line of a school who holds but does not seek to renew a valid tobacco retail license for an establishment whose property line is within 1,000 feet of the nearest point of the property line of a school. If there are more valid applications from these applicants than the number of available new tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;
 - 2. A new tobacco retail license shall be granted, second, to an applicant whose property line is located 1,000 feet or more from the nearest point of the property line of a school. If there are more valid applications from these applicants than the number of available new tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;
 - 3. A new tobacco retail license shall be granted, third, to an applicant who will sell a covered product at an establishment where the operator restricts entry to persons 21 years and older. If there are more valid applications from these applicants than the number of available new

tobacco retail licenses, the new tobacco retail license(s) shall be granted to these applicants by lottery;

4. Any remaining new tobacco retail licenses shall be granted to applicants by lottery.

SECTION XII: §242-41 Sales of Electronic Aerosol Delivery Systems

No tobacco retailer whose property line is located within 1,000 feet of the nearest point of the property line of a school shall distribute without charge, sell, offer for sale, or possess with intent to sell an electronic aerosol delivery system, commonly known as vapor products or electronic cigarettes.

SECTION XIII: §242-42 Violation and Penalties; Enforcement

- a. The Department or its authorized designee(s) shall enforce the provisions of this chapter. The Department may conduct periodic inspections to ensure compliance with this chapter.
- b. In addition to the penalties provided for in § 114-12, a person found to be in violation of this chapter shall be liable for a civil penalty of not more than \$500 for the first violation, not more than \$750 for the second violation within a two-year period, and not more than \$1,000 for the third and each subsequent violation within a two-year period, or as determined by the Director. Each day on which a violation occurs shall be considered a separate and distinct violation.

SECTION XIV. § 242-43 Revocation of Licenses

- a. The Department may suspend or revoke a tobacco retail license issued pursuant to this chapter for violations of the terms and conditions of this chapter or for violation of a federal, state, or local law or regulation pertaining to:
 1. Trafficking a contraband covered product or illegal drug;
 2. The payment or collection of taxes on a covered product;
 3. The display of a covered product or of health warnings pertaining to a covered product; or
 4. The sale of a covered product.
- b. The Department may revoke a tobacco retail license if the Department finds that one or more of the bases for denial of a license under §242-37 existed at the time application was made or at any time before the license issued.

SECTION XV. §242-44 Rules and Regulations

The Department may issue and amend rules, regulations, standards, guidelines, or conditions to implement and enforce this chapter.

SECTION XVI. Severability

If any part or provision of this local law, or the application thereof to any individual or circumstance, is held invalid, the remainder of the local law shall not be affected thereby and shall continue in force and effect.

SECTION XVII. Effective Date

This Local Law shall take effect on January 1, 2025 and its filing with the Secretary of State as required by §27 of the New York State Municipal Home Rule Law.

Referred to Law and Health Committees – 9/9/24

LOCAL LAW NO. “T” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 288 OF THE ALBANY COUNTY CODE, ESTABLISHING A MINIMUM PASSING DISTANCE FOR MOTOR VEHICLES

Introduced: 12/2/24

By Fein, Laurilliard, A. Joyce and Miller:

A local law amending Chapter 288 of the Albany County Code, entitled **Vehicles**, to create Article IV of such Chapter, entitled **Minimum Passing Distance Requirements for Motor Vehicles**, to establish a minimum passing distance for motor vehicles.

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Article Creation.

Chapter 288, Article IV, **Minimum Passing Distance Requirements for Motor Vehicles**, is hereby created.

Section 2. §288-26, Title.

This local law shall be known as the “Albany County Safe Passing Law.”

Section 3. § 288-27, Legislative Intent.

The Albany County Legislature recognizes that bicyclists, pedestrians, and other vulnerable road users often need to share roadways with motor vehicles out of necessity.

The Legislature also acknowledges that in these situations, vulnerable road users are susceptible to the actions of motor vehicle operators who can pose a threat to their health and safety if passing too closely.

Therefore, this Legislature finds it necessary to establish a minimum passing distance for motor vehicles approaching or passing vulnerable road users.

Section 4. § 288-28, Vulnerable Road User.

“Vulnerable road user” means any pedestrian; person operating a wheelchair or other personal mobility device regardless of motorization; person operating a bicycle or other non-motorized mode of transportation such as roller skates, rollerblades, roller skis, skateboard, longboard, or unicycle; operator of roadway

construction, repair, or maintenance equipment; utility worker; construction worker; roadside assistance worker; operator of agricultural equipment; person riding, driving, or herding an animal; law enforcement officer; firefighter; emergency medical technician; or first responder.

Section 5. § 288-29, Minimum Distance Requirements for Motor Vehicles.

The operator of a motor vehicle that is approaching or passing vulnerable road user shall do so at a distance of at least three feet until safely clear thereof. The three-foot distance requirement shall not apply on roads with clearly-marked bicycle lanes as defined by New York Vehicle and Traffic Law § 102-a.

Section 6. § 288-30, Compliance with New York Vehicle and Traffic Law.

The operator of a motor vehicle that is approaching or passing a vulnerable road user shall not violate New York Vehicle and Traffic Law §§ 1122-a, 1124, 1125, 1126, or any other section pertaining to overtaking and passing.

Section 7. § 288-31, Penalties.

1. Any person committing the above-referenced offense shall be guilty of a violation and subject to a fine not to exceed \$225 for a first offense, \$325 for a second offense and \$425 for any third or subsequent offense(s).
2. This section does not preclude a person from being charged with, convicted of, or punished for any other violation of law.

Section 8. § 288-32, Applicability.

This law shall apply to all actions occurring on or after the effective date.

Section 9. § 288-33, 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 10. § 288-34, 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 11. Effective Date.

This local law shall take effect immediately following its filing with the Office of the Secretary of State.

Referred to Law and Public Safety Committees – 12/02/24

LOCAL LAW NO. “U” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE

Introduced: 12/2/24

By Cunningham:

PURSUANT TO SECTIONS 24 AND 27 OF THE MUNICIPAL HOME RULE LAW,

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

SECTION I.

By Local Law No. 7 for 2024, this Honorable Body provided for the creation of the position of Deputy Chairperson for the Albany County Legislature. Compensation commensurate with the duties of the Deputy Chairperson is warranted.

SECTION II.

The annual salary of the Deputy Chairperson shall be \$37,405 effective January 1, 2025.

SECTION III.

If any clause, sentence or provision of this local law or the application thereof to any person or circumstance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity thereof shall not affect, impair or invalidate the remainder of the provisions of this local law or the application thereof to other persons and circumstances.

SECTION IV.

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 V.

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. “G” FOR 2025

A LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK

Introduced: 7/14/25

By Cunningham, Willingham, Feeney, Alix, Beston, Cleary, Efekoro, Ethier, Gillespie, Lane, Laurilliard, Lekakis, Miller, Pedo, Plotsky, Ricard, Rosano and Whalen:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

Section 1. Title.

The Albany County Affordable Housing Initiatives, is hereby created.

Section 2. Legislative Findings and Intent.

Affordable housing is one of the greatest challenges throughout New York State, and Albany County is no different. It is traditionally accepted that people should pay no more than thirty percent (30%) of the area’s median income for housing. But nearly fifty percent (41%) of Albany County renters are spending over 30% of their income on housing. Annually, renters’ purchasing power fails to keep up with increasing rent. From 2022 to 2023, renter’s wages increased by an average of 3.3%, while apartment rents increased by an average of 8.8%. As rents continue to climb, this crisis continues to grow.

Beyond renting, individuals making the median income in Albany County cannot afford homeownership either. Single-income households with median incomes face a significant shortfall on their annual mortgage, even under generous interest and loan terms, a shortfall that wouldn’t be fully bridged in a multi-income household. Too many residents in Albany County are financially unable to purchase homes within the County. With homeownership directly tied to the growth of generational wealth, educational attainment, and family stability, it is imperative that this crisis is addressed.

An increase in housing supply, both in the rental and ownership markets, will aid in easing the financial burden on renters and owners in the County. However, affordable housing development faces substantial challenges. Interested parties struggle to secure the necessary investment to rehabilitate or construct housing in the urban and rural areas where housing is most needed and effective. Decades of residential flight, neglect, and blight have created a financing environment where predevelopment

funding for architectural or engineering needs is hard to acquire. As investment continues to lag behind development, the crisis exacerbates.

To respond to these crises, and pursuant to Article IX of the New York State Constitution and Municipal Home Rule Law Section 10, Albany County may exercise its broad police powers to provide for comprehensive affordable housing initiatives.

Based upon the critical shortage of affordable housing confronting Albany County, the Albany County Legislature finds that creating affordable housing initiatives serves a valid governmental and public purpose.

Section 3. Definitions.

- A. Affordable Housing: shall be generally defined as housing in which the occupant is paying no more than thirty (30%) percent of their gross income for housing costs, including utilities for persons or families deemed to be or eligible to be deemed to be of extremely low, very low, low, or moderate income by any federal or state housing program. Nothing in the definition shall prevent the County from funding housing services either above or below this affordability level when such funding is in keeping with federal or state programs providing housing assistance or where any income restricted housing, whether intended for rental or homeownership, is subject to a regulatory agreement with a local, state, or federal governmental entity.
- B. Housing Accommodation: shall be defined as any building, structure, or portion thereof that is occupied as or intended for occupancy as a residency by one or more families and any vacant land that is offered for sale or lease for the construction thereon of any building, structure, or portion thereof intended to be so occupied.
- C. Housing: shall be defined as and include all Housing Accommodations as herein defined.

Section 4. Public Purpose.

- A. The Albany County Legislature hereby determines that the development, maintenance, management, and/or provision of Affordable Housing is a public purpose in accordance with the New York State Constitution Section IX and Municipal Home Rule Law Section 10.
- B. To address the housing supply, housing affordability, and housing development challenges in Albany County, this Local Law authorizes, pursuant to rules and regulations adopted by the Legislature:

- i. The creation of a Committee, housed within the Advance Albany County Alliance, empowered to address Affordable Housing;
- ii. The development of a revolving loan fund to connect developers with financial, advisory, or educational assistance for the development of Affordable Housing;
- iii. The undertaking and creation of grants, loans, and/or other support services tailored to expanding Affordable Housing;
- iv. Efforts to expand the housing supply by the provision of financial, educational, and advisory services to developers of Affordable Housing; and
- v. The establishment of a reserve fund and/or the use of a portion of the unassigned fund balance to support the provision of the above initiatives.

C. This Local Law and the designations set forth herein shall apply to all housing initiatives within Albany County.

Section 5. Procedure for Authorization.

Any grant, loan, support service or development fund initiative made by the County may be further conditioned by the County Legislature on its approval of a subsequent agreement as may be necessary or convenient to accomplish the purposes of this Local Law and set forth the terms and conditions of any such grant, loan, support service, or development fund initiative. The preparation, creation, negotiation, finalization, approval, execution, and delivery of any such agreement is hereby authorized by this Local Law. No such authorization shall provide for the funding of any such advance, grant, loan, subsidy, or contribution out of proceeds of obligations issued by the County pursuant to the New York State Finance Law.

Section 6. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any 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, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 7. 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 8. Effective Date.

The Local Law shall take effect immediately upon its filing with the Secretary of State.



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN JR
DEPUTY COUNTY EXECUTIVE

COUNTY of ALBANY
CRIME VICTIM and SEXUAL VIOLENCE CENTER
112 State Street, Room 1010
Albany, New York 12207-2077
Office: (518) 447-7100 Fax: (518) 447-7102
24-Hour Sexual Assault Hotline: (518) 447-7716
cvsvc@albanycountyny.gov
www.albanycounty.com/cvsvc
e-mail: cvsvc@albanycounty.com

AMANDA WINGLE
DIRECTOR

KENDRA WALL
DEPUTY DIRECTOR

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

July 29, 2025

Dear Chairwoman Cunningham:

The Crime Victim and Sexual Violence Center (CVSVC) has been awarded a grant from the New York State Office of Victim Services (OVS). We are requesting authorization to accept these funds and enter into a multi-year agreement with OVS in a total amount of \$2,489,678 over a three-year term commencing October 1, 2025 and ending September 30, 2028 (\$829,892.65/year for each of the three years). We are also requesting authorization to enter into the first year of the multi-year agreement in the amount of \$829,892.65 for the term commencing October 1, 2025 and ending September 30, 2026. This funding will be utilized to support staff positions providing direct services to crime victims as well as operational costs during the duration of the three-year term.

If any further information is required or if you have any questions regarding this request, please contact me. I appreciate your consideration in this matter.

Respectfully Submitted,

Amanda Wingle

Amanda Wingle
Director

Cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader

Rebekah Kennedy, Esq. Majority Counsel
James Curran, Esq. Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6747, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for the Albany County Crime Victim & Sexual Violence Center (CVSVC) and the New York State Office of Victim Services

Date: 07/29/25

Department: CVSVC

Attending Meeting: Amanda Wingle and/or Kendra Wall

Submitted By: Amanda Wingle

Title: Director

Phone: 518-447-4911

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: New York State Office of Victim Services
80 S. Swan St. 2nd Floor
Albany, NY 12210

Term: (Start/end date or duration) 10/01/2025-09/30/2028

Amount/Raise Schedule/Fee: \$2,489,678 (\$829,892.65/year for 3 years)

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: Enter text.

State: 100 Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.

Revenue Amount: Enter text.

Appropriation Account and Line: Enter text.

Appropriation Amount: Enter text.

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: Res. 291 of 2022

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

The Crime Victim and Sexual Violence Center (CVSVC) has been awarded a grant from the New York State Office of Victim Services (OVS). We are requesting authorization to accept these funds and enter into a multi-year contract with OVS in a total amount of \$2,489,678 over a three-year term commencing October 1, 2025 and ending September 30, 2028 (\$829,892.65/year for each of the three years). We are also requesting authorization to enter into the first year of the multi-year agreement in the amount of \$829,892.65 for the term commencing October 1, 2025 and ending September 30, 2026. This funding will be utilized to support staff positions providing direct services to crime victims as well as operational costs during the duration of the three-year term.



Amanda Wingle
County of Albany - CVSVC
112 State St Room 1010
Albany, NY, 12207-1080

June 30, 2025

Dear Amanda Wingle,

Congratulations. It is my pleasure to inform you that the New York State Office of Victim Services (OVS) has awarded your Victim Assistance Program funding for the period October 1, 2025 through September 30, 2028 under the 2025 OVS VOCA Victim Assistance Grant Program. Your contract number is C00047GM and your tentative award amounts are:

- **2025-2026: \$829,892.65 (Planned Funding Source: 100% State, General Fund)**
- **2026-2027: \$829,892.65 (Planned Funding Source: 100% State, General Fund)**
- **2027-2028: \$829,892.65 (Planned Funding Source: 100% State, General Fund)**

Please note that funding sources may be subject to change based on funding availability and the timing of disbursements against federal awards. In the event that an award's funding source is updated by OVS, you will be issued a revised letter to reflect this information for your organization's accounting and recordkeeping purposes.

As always, award amounts are considered tentative until successful contract negotiations are completed. Award amounts are dependent on the availability of funds and final Office of the State Comptroller (OSC) procurement record approval.

Also please note:

OVS will do everything possible to maintain the three-year funding commitment outlined in this letter. However, the level of Federal VOCA funding that New York State will receive in future years is unclear at this time. Grant recipients should be mindful that if federal funding levels are reduced, OVS may have to reduce funding during this grant period. Grant recipients will be given notice of any changes to future funding levels as soon as practicable, but we wanted to ensure that our grantees are aware of the potential for funding levels to be impacted during this grant period of 2025-2028.

Additional OVS documents required to execute your agency's grant contract can be found on <https://ovs.ny.gov/2025-voca-rfa>. Completed documents should be emailed to your OVS Contract Management Specialist. Please contact your OVS Contract Management Specialist (CMS) Sydne Baron at sydne.baron@ovs.ny.gov or (518) 485-9104 should you need assistance.



Office of Victim Services

KATHY HOCHUL
Governor

BEA HANSON, PHD
Director

Please note that the contract negotiation process will be completed in the Statewide Financial System (SFS). Your CMS will notify you when the contract is available in SFS. Resources to assist with navigating SFS can be found on our OVS 2025 RFA website, <https://ovs.ny.gov/2025-voca-rfa>. We ask that you please submit all required documents and make all budget adjustments by the close of business on **8/15/2025**.

On behalf of the Office of Victim Services, we look forward to continuing our shared efforts to provide critical services to victims and survivors of crime in communities across New York State.

Sincerely,

A handwritten signature in black ink, appearing to read "Bea Hanson", followed by a long horizontal flourish.

Bea Hanson, PhD., Director

RESOLUTION NO. 291**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF VICTIM SERVICES REGARDING THE VICTIM AND WITNESS ASSISTANCE GRANT PROGRAM AND AMENDING THE 2022 CRIME VICTIM AND SEXUAL VIOLENCE CENTER BUDGET**

Introduced: 8/8/22

By Law Committee:

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to enter into a multi-year agreement with the New York State Office of Victim Services regarding the federal Victims of Crime Act (VOCA) Victim and Witness Assistance grant program in a total amount of \$2,596,869 over a three-year term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, The Director has also requested authorization to enter into the first year of the multi-year agreement in the amount of \$865,623 for the term commencing October 1, 2022 and ending September 30, 2023, and

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

WHEREAS, The Director has also requested a budget amendment to incorporate a portion of the funding into the 2022 Crime Victim and Sexual Violence Center Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is to enter into an agreement with the New York State Office of Victim Services regarding the VOCA Victim and Witness Assistance program in a total amount of \$2,596,869 over a three-year term commencing October 1, 2022 and ending September 30, 2025, and, be it further

RESOLVED, That the County Executive is further authorized to enter into the first year of the multi-year agreement in the amount of \$865,623 for the term commencing October 1, 2022 and ending September 30, 2023, and, be it further

RESOLVED, That the 2022 Crime Victim and Sexual Violence Center Budget is hereby amended as follows:

Increase Revenue Account A3496 NYS OVS Victim Assistance Grant by \$10,806

Increase Revenue Account A3661 NYS OCFS Safe Harbour Grant by \$10,838

Decrease Appropriation Account A4610.4 by \$30,368 by decreasing Line Item A4610 4 4046 Fees for Services by \$30,368

Increase Appropriation Account A4610.1 by \$33,731 by increasing the following line items:

Increase Line Item A4610 1 2231 001 450033 Human Trafficking Services Coordinator by \$12,304 with an annual salary of \$49,216

Increase Line Item A4610 1 2237 002 450009 Crime Victim Caseworker by \$10,866 with an annual salary of \$43,462

Increase Line Item A4610 1 2244 001 450032 Community Engagement Liaison by \$10,561 with an annual salary of \$42,245

Increase Appropriation Account A4610.8 by \$18,281 by increasing the following line items:

Increase Line Item A4610 8 9010 State Retirement by \$6,341

Increase Line Item A4610 8 9030 Social Security by \$2,580

Increase Line Item A4610 8 9060 Hospital and Medical Insurance by \$9,360

and, be it further

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

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

Adopted by unanimous vote – 8/8/22

Increase Revenue Account A3661 NYS OCFS Safe Harbour Grant by \$10,838

Decrease Appropriation Account A4610.4 by \$30,368 by decreasing Line Item A4610 4 4046 Fees for Services by \$30,368

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and, be it further

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

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

Adopted by unanimous vote – 8/8/22



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

July 14, 2025

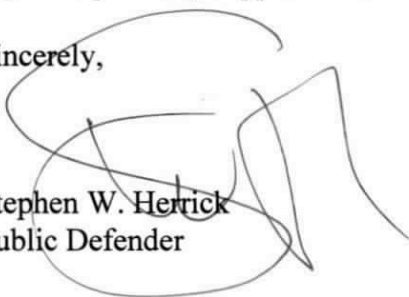
Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Public Defender's Office requests authorization for a one-year, no cost extension to the Fourth Counsel at First Appearance grant contract with the New York State Office of Indigent Legal Services. Since it took two years for the County to implement a counsel at first appearance program after receiving the first Counsel at First Appearance grant, an extension to the grant term is needed to fully utilize the funds provided.

If you require any supplemental information, please feel free to contact me.

Sincerely,


Stephen W. Herrick
Public Defender

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



County of Albany

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

Legislation Text

File #: TMP-6701, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing an Agreement with New York State Office of Indigent Legal Services regarding a One-Year, No Cost Extension of the Fourth Counsel at First Appearance Grant

Date: 7/10/25
Department: Public Defender's Office
Attending Meeting: Stephen W. Herrick
Submitted By: Keith Bulatao
Title: Director of Accounts
Phone: 518-447-7771

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Office of Indigent Legal Services, A.E. Smith Building, 11th Floor, 80 South Swan Street, Albany, NY 12210

Term: (Start/end date or duration) January 1, 2023 to December 31, 2026
Amount/Raise Schedule/Fee: \$749,700.00

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: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A.1170.0.3337
Revenue Amount: \$749,700.00
Appropriation Account and Line: A.1170.1.9954
Appropriation Amount: \$749,700.00

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: 23-217 on 6/12/23

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

The Public Defender's Office requests authorization for a one-year, no cost extension to the Fourth Counsel at First Appearance grant contract with the New York State Office of Indigent Legal Services. Since it took two years for the County to implement a counsel at first appearance program after receiving the first Counsel at First Appearance grant, an extension to the grant term is needed to fully utilize the funds provided.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 - 1350200 CONTRACT NUMBER: CAFA401 CONTRACT TYPE (select one): ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR NAME: Albany, County of	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: Fourth Counsel at First Appearance ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Public Defender's Office 112 State Street, 2nd Floor Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address Albany County Dept. of Management and Budget 112 State Street, Room 1200 Albany, NY 12207 CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: Daniel.McCoy@albanycountyny.gov	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: 10100000000 ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2023 To: December 31, 2025 AMENDED TERM: From: January 1, 2023 To: December 31, 2026	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: \$ 749,700.00 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
---	---

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

☐ Appendix A

☐ Attachment A:

☐ 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

☐ Attachment B:

☐ 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)

☐ Attachment C: Work Plan
☐ Attachment D: Payment and Reporting
☒ Other: Attachment E: Limitation on Contract Extensions

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 Office of Indigent Legal Services

By: _____

Patricia J. Warth
Printed Name

Title: Director - Office of Indigent Legal Services

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: _____

ATTACHMENT E
LIMITATION ON CONTRACT EXTENSIONS
FOURTH COUNSEL AT FIRST APPEARANCE
COUNTY OF ALBANY

The term extension provided for in this amendment shall represent the last and final extension to this contract. No additional term extensions will be provided. All claims eligible for reimbursement under the terms of this contract shall be submitted to the Office of Indigent Legal Services no later than one hundred twenty (120) days after the end date of the term extension. Upon expiration of this term, the claims covered by the terms of the contract and any associated funding shall no longer be available for such reimbursement.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: CAFA401 CONTRACT TYPE: ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany, County of	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Fourth Counsel at First Appearance
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Public Defender's Office 60 South Pearl Street, 4th Floor Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address County of Albany Dept. of Management and Budget 112 State St., Room 900 Albany, NY 12207 CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 010100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: CAFA401

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2023 To: December 31, 2025 CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i> CURRENT: \$749,700.00 AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other			
<i>FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:</i> (Out years represent projected funding amounts)				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				
ATTACHMENTS PART OF THIS AGREEMENT: ☒ Attachment A: ☒ A-1 Program-Specific Terms and Conditions ☐ A-2 Federally Funded Grants and Requirement Mandated by Federal Laws ☒ Attachment B: ☒ 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) ☒ Attachment C: Work Plan ☒ Attachment D: Payment and Reporting Schedule ☐ Other:				

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

CONTRACTOR:

Albany County

By:

Daniel C. Lynch
Printed Name

Title: Deputy County Executive

Date: 7/25/2023

STATE AGENCY:

NYS Office of Indigent Legal Services

By:

Patricia J. Warth
Printed Name

Title: Director - Office of Indigent Legal Services

Date: 8/4/2023

STATE OF NEW YORK

County of Albany

On the 25th day of July, 2023, before me personally appeared Daniel C. Lynch, to me known, who being by me duly sworn, did depose and say that he/she resides at County of Albany New York, that he/she is the Deputy County Executive of the County of Albany New York, 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)

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Printed Name

Title: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL

Aug 17 2023
Chris Richards

FOR THE STATE COMPTROLLER

Contract Number: CAFA401

Page 1 of 1

Master Contract for Grants, Signature Page

Office of Indigent Legal Services

JUL 28 2023

RECEIVED

Martell, Kimberly (ILS)

From: Robinson, Leslie <Leslie.Robinson@ag.ny.gov>
Sent: Wednesday, August 9, 2023 8:49 AM
To: Martell, Kimberly (ILS); Contract Approval
Cc: ogs.sm.APOGrantsUnit; Courcelle, Matthew (OGS)
Subject: Approved - RE: ILS – CAFA401- Albany County

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to Form: 8/9/2023 by Leslie Robinson
Received: 8/8/2023

OAG: CAS please file and enter. “G” Amount: 749,700.00

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller’s EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Leslie A. Robinson
Associate Attorney
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: Martell, Kimberly (ILS) <Kimberly.Martell@ils.ny.gov>
Sent: Tuesday, August 8, 2023 1:36 PM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: ogs.sm.APOGrantsUnit <APOGrantsUnit@ogs.ny.gov>; Courcelle, Matthew (OGS) <Matthew.Courcelle@ogs.ny.gov>
Subject: ILS – CAFA401- Albany County

[EXTERNAL]

Dear Sir or Madam:

Enclosed for review is a proposed grant contract between Albany County and the NYS Office of Indigent Legal Services for the purpose of “Fourth Counsel at First Appearance.” Please see the attached Procurement Record Approval letter from OSC.

It would be appreciated if you could affix your approval stamp and email that approval back to me or Ms. Colvin at Jennifer.Colvin@ils.ny.gov. We will then use that approval to upload into EDSS for OSC’s approval.

If you have any questions concerning the Agreement, please feel free to contact me.

Sincerely,



Kimberly Martell

Grants Administrator

New York State Office of Indigent Legal Services

80 S Swan St, Ste 1147, Albany, NY 12210 | www.ils.ny.gov

(518) 474-4859 | kimberly.martell@ils.ny.gov

IMPORTANT NOTICE: This e-mail, including any attachments, may be confidential, privileged or otherwise legally protected. It is intended only for the addressee. If you received this e-mail in error or from someone who was not authorized to send it to you, do not disseminate, copy or otherwise use this e-mail or its attachments. Please notify the sender immediately by reply e-mail and delete the e-mail from your system.

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

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

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. *Grounds:*

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination:*

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

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

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

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

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

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

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

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

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1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

- 1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- 2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

- 1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. 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 Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. 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 Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, 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 Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 - 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 - 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 - 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

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

3. Notwithstanding the above, (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 Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; 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 Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

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

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS
FOURTH COUNSEL AT FIRST APPEARANCE

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to ILS:

NYS Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Daniel P. McCoy
Albany County Executive
112 State Street, Suite 200
Albany, NY 12207
(518) 447-7040
Daniel.McCoy@albanycounty.com

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

**Office of Indigent Legal Services
FOURTH COUNSEL AT FIRST APPEARANCE
January 1, 2023 - December 31, 2025**

COUNTY OF ALBANY

Total Contract Amount: \$749,700.00

Budget Expenditure Item	Year 1 1/1/23 - 12/31/23	Year 2 1/1/24 - 12/31/24	Year 3 1/1/25 - 12/31/25
Personnel:			
On-call Attorneys - Stipends (\$1,070 per attorney, per week)	\$222,680.00	\$222,560.00	\$222,560.00
Supervising Attorney, Alternate Public Defender Office - Stipend (\$300/week)	\$15,600.00	\$15,600.00	\$15,600.00
Program Coordinator, Public Defender Office - Stipend (\$225/week)	\$11,700.00	\$11,700.00	\$11,700.00
Subtotal Personnel	\$249,980.00	\$249,860.00	\$249,860.00
TOTAL	\$249,980.00	\$249,860.00	\$249,860.00
THREE-YEAR TOTAL	\$749,700.00		

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
FOURTH COUNSEL AT FIRST APPEARANCE
JANUARY 1, 2023 – DECEMBER 31, 2025
COUNTY OF ALBANY

Goal: To make demonstrable and measurable improvements in the delivery of indigent defense services to eligible persons at a defendant's first appearance before a judge.

Task #1

Provide funding for a rotation of on-call attorneys to cover after-hour and weekend arraignments in every local court in the county. A total of up to four (4) attorneys from the Public Defender's Office and Alternate Public Defender's Office will be on-call each week and will be compensated at a rate of \$1,070 per attorney per week for a total program cost of \$4,280 per week.

Performance Measure:

- Number of clients who received legal representation at first court appearance
- Increase in quality of representation provided to clients

Program Location:

- Office of the Albany County Public Defender, Albany, NY
- Office of the Albany County Alternate Public Defender, Albany, NY

Task #2

Provide funding for a stipend for the Supervising Attorney position within the Alternative Public Defender Office to act as a liaison between the Public Defender's Office, the Alternative Public Defender's Office, and the courts. The Supervising Attorney will be responsible for recruiting and coordinating the on-call arraignment teams and assignment calendar with assistance from the Program Coordinator and will receive a stipend of \$300/week for such services.

Performance Measure:

- Number of clients who received legal representation at first court appearance
- Increase in quality of representation provided to clients

Program Location:

- Office of the Albany County Public Defender, Albany, NY
- Office of the Albany County Alternate Public Defender, Albany, NY

Task #3

Provide funding for a stipend for the Program Coordinator position within the Public Defender Office's administrative staff to take on the additional workload of updating and maintaining the CAFA data spreadsheet, data collection, performance measurement tasks, and working with the Supervision Attorney to facilitate meetings, reviews, and communications between the Public Defender, the Supervising Attorney, and CAFA program participants. The Program Coordinator will receive a stipend of \$225/week for such additional work.

Performance Measure:

- Ensure all support staff follow procedures for the creation and transfer of case files to attorneys
- Improved office efficiency and data collection

Program Location:

- Office of the Albany County Public Defender, Albany, NY

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

FOURTH COUNSEL AT FIRST APPEARANCE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st
2nd Quarter: April 1st – June 30th
3rd Quarter: July 1st – September 30th
4th Quarter: October 1st – December 31st

Contract Number: CAFA401

Page 1 of 5, Attachment D – Payment and Reporting Schedule

- ☐ **Monthly Reimbursement**
Due Date: _____
- ☐ **Biannual Reimbursement**
Due Date: _____
- ☐ **Fee for Service Reimbursement**
Due Date: _____
- ☐ **Rate Based Reimbursement**
Due Date: _____
- ☐ **Fifth Quarter Reimbursement**
Due Date: _____
- ☐ **Milestone/Performance Reimbursement**
Due Date: _____
- ☐ **Scheduled Reimbursement**
Due Date: _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

- ☐ **Narrative/Qualitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.
- ☐ **Statistical/Quantitative Report**
The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.
- ☒ **Expenditure Report**
The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.
- ☒ **Final Report**
The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)¹**

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	First year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of first year
#2 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Second year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of second year
#3 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Third year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of third year

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

RESOLUTION NO. 217

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE
OF INDIGENT LEGAL SERVICES REGARDING THE FOURTH COUNSEL
AT FIRST APPEARANCE GRANT

Introduced: 6/12/23

By Law Committee and Simpson:

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Fourth Counsel at First Appearance grant in the amount of \$749,700 for the term commencing January 1, 2023 and ending December 31, 2025, and

WHEREAS, The Public Defender has indicated that this grant will allow for the continuation of the Counsel at First Appearance program, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized enter into an agreement with the New York State Office of Indigent Legal Services regarding the Fourth Counsel at First Appearance grant in the amount of \$749,700 for the term commencing January 1, 2023 and ending December 31, 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 – 6/12/23



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

July 14, 2025

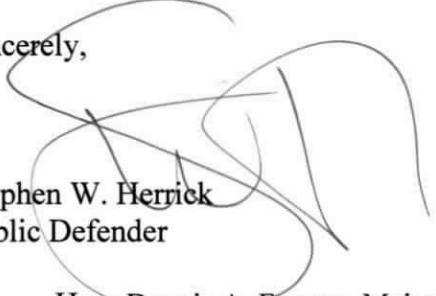
Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Public Defender's Office requests authorization to accept grant funds from the NYS Division of Criminal Justice Services (DCJS) for the Aid to Defense Program. The Aid to Defense Program funds enhanced defense services designed to expedite the processing of serious and violent felony cases through the courts. The funds to be accepted are for two annual awards of \$42,738 each, covering the time period of 4/1/24 through 3/31/26. This is a recurring, direct award based on a DCJS formula, and there is no County match.

Please do not hesitate to contact me with any questions.

Sincerely,



Stephen W. Herrick
Public Defender

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



County of Albany

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

Legislation Text

File #: TMP-6702, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing Acceptance of Aid to Defense Program Grant Funds from New York State Division of Criminal Justice Services

Date: 7/10/25
Department: Public Defender's Office
Attending Meeting: Stephen W. Herrick
Submitted By: Keith Bulatao
Title: Director of Accounts
Phone: 518-447-7771

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Criminal Justice Services, 80 South Swan Street, Albany, New York 12210

Term: (Start/end date or duration) April 1, 2024 to March 31, 2026
Amount/Raise Schedule/Fee: Two awards of \$42,738.00 each

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: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A.1170.0.3336
Revenue Amount: \$85,476.00
Appropriation Account and Line: Various in A.1170
Appropriation Amount: \$85,476.00

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: 24-180 on 4/8/24

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

The Public Defender's Office requests authorization to accept grant funds from the NYS Division of Criminal Justice Services (DCJS) for the Aid to Defense Program. The Aid to Defense Program funds enhanced defense services designed to expedite the processing of serious and violent felony cases through the courts. The funds to be accepted are for two annual awards of \$42,738 each, covering the time period of 4/1/24 through 3/31/26.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Albany County Public Defender	Date: July 11, 2024
Program Name: Aid to Defense	Award Amount: \$42,738
Agency Head: Name and Title: Public Defender, Stephen Herrick Email: Stephen.Herrick@albanycountyny.gov	Term Dates: April 1, 2024 – March 31, 2025
Additional Information: I am pleased to advise you that your county will receive funding under the Aid to Defense Program for the State Fiscal Year (FY) 2024-25. The award amount is consistent with the amount your county received last year. Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment. It is important to note that this funding is provided to the county to provide support to defense services in your county in the same manner it was provided in prior years. DCJS will evaluate this process next year for its effectiveness prior to making subsequent grant awards. The above reference to the SFY 2024-25 date of April 1, 2024 is included for State budgeting purposes only and is not intended to interfere with local budgetary planning, which typically operates on a different fiscal calendar. Should you have any questions, please email the DCJS contacts provided on this Award Notice. Thank you in advance for your cooperation and support. Questions: NYS Division of Criminal Justice Services, Finance Office dcjsgrantsunitvoucherinquiry@dcjs.ny.gov NYS Division of Criminal Justice Services, Law Enforcement & Legal Services dcjs.sm.lelsunit@dcjs.ny.gov	



Division of Criminal Justice Services

KATHY HOCHUL

Governor

ROSSANA ROSADO

Commissioner

CILLIAN FLAVIN

Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Albany County Public Defender	Date: June 11, 2025
Program Name: Aid to Defense	Award Amount: \$42,738 ¹
Signatory Name and Title: Stephen Herrick Public Defender	Term Dates: 4/1/2025 - 3/31/2026
Email: Stephen.Herrick@albanycountyny.gov	
SFS Vendor ID No.: 1000002428	
Additional Information: I am pleased to advise you that your county will receive funding under the Aid to Defense Program for the State Fiscal Year (FY) 2025-26. The award amount is consistent with the amount your county received last year. Rather than issuing your grant award through a DCJS grant contract for this funding, the full award amount will be automatically disbursed to the county in one payment. It is important to note that this funding is provided to the county to provide support to defense services in your county in the same manner it was provided in prior years. DCJS will evaluate this process next year for its effectiveness prior to making subsequent grant awards. The funding must be used to help offset the cost of public defense services that your county incurred on or after the start of SFY 2025-26 (April 1, 2025). DCJS requires that the funded agency(s) be able to fully account for every dollar expended. Should you have any questions, please email the DCJS contacts provided on this Award Notice. Thank you in advance for your cooperation and support. Questions: NYS Division of Criminal Justice Services, Finance Office dcjsgrantsunitvoucherinquiry@dcjs.ny.gov NYS Division of Criminal Justice Services, Law Enforcement & Legal Services dcjs.sm.lelsunit@dcjs.ny.gov	

We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

RESOLUTION NO. 180

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE AID TO DEFENSE PROGRAM

Introduced: 4/8/24

By Law Committee:

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Aid to Defense Program in the amount of \$42,738 for the term commencing April 1, 2023 and ending March 31, 2024, and

WHEREAS, The Public Defender has indicated that the funding will be used to support enhanced defense services designed to expedite the processing of serious and violent felony cases through the court system, 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 Criminal Justice Services regarding the Aid to Defense Program in the amount of \$42,738 for the term commencing April 1, 2023 and ending March 31, 2024, 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 – 4/8/24



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

July 14, 2025

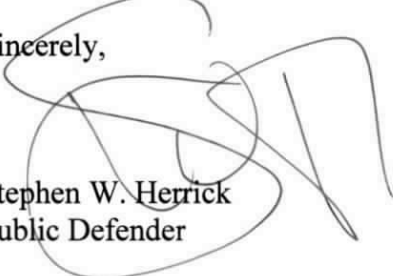
Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Public Defender's Office, Alternate Public Defender's Office and Assigned Counsel Plan request authorization for a one-year, no cost extension to the Distribution #11 grant contract with the New York State Office of Indigent Legal Services. Since there were periods of vacancies in the Assistant Public Defender positions funded by the grant, the extension is needed to fully utilize the funds provided by the grant.

If you require any supplemental information, please feel free to contact me.

Sincerely,


Stephen W. Herrick
Public Defender

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



County of Albany

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

Legislation Text

File #: TMP-6703, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing an Agreement with New York State Office of Indigent Legal Services regarding a One-Year, No Cost Extension of the Distribution #11 Grant

Date: 7/10/25
Department: Public Defender's Office
Attending Meeting: Stephen W. Herrick
Submitted By: Keith Bulatao
Title: Director of Accounts
Phone: 518-447-7771

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Office of Indigent Legal Services, A.E. Smith Building, 11th Floor, 80 South Swan Street, Albany, NY 12210

Term: (Start/end date or duration) January 1, 2021 to December 31, 2026
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: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A.1170.0.3025, A.1171.0.3025, and A.1172.0.3025
Revenue Amount: \$1,573,455.00
Appropriation Account and Line: Various in A.1170, A.1171, and A.1172
Appropriation Amount: \$1,573,455.00

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: 24-122 on 3/11/24, 24-184 on 4/8/24

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

The Public Defender's Office, Alternate Public Defender's Office and Assigned Counsel Plan request authorization for a one-year, no cost extension to the Distribution #11 grant contract with the New York State Office of Indigent Legal Services. Since there were periods of vacancies in the Assistant Public Defender positions funded by the grant, the extension is needed to fully utilize the funds provided by the grant.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 - 1350200 CONTRACT NUMBER: C110001 CONTRACT TYPE (select one): ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR NAME: Albany, County of	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: Distribution #11 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Public Defender's Office 112 State Street, 2nd Floor Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address County of Albany Dept. of Management and Budget 112 State Street, Suite 900 Albany, NY 12207 CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: Daniel.McCoy@albanycountyny.gov	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: 10100000000 ☐ Sectarian Entity

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: January 1, 2021 To: December 31, 2023

AMENDED TERM:

From: January 1, 2021 To: December 31, 2026

CONTRACT FUNDING AMOUNT

(*Fixed Term* - enter current period amount;
Simplified Renewal - enter cumulative amount
to date; *Multi-year* - enter total projected
amount of the contract):

CURRENT: \$ 1,573,455.00

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: Attachment E: Limitation on Contract Extensions
- ☐ 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 Office of Indigent Legal Services

By: _____

Patricia J. Warth

Printed Name

Title: Director - Office of Indigent Legal Services

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: _____

ATTACHMENT E
LIMITATION ON CONTRACT EXTENSIONS
DISTRIBUTION #11
COUNTY OF ALBANY

The term extension provided for in this amendment shall represent the last and final extension to this contract. No additional term extensions will be provided. All claims eligible for reimbursement under the terms of this contract shall be submitted to the Office of Indigent Legal Services no later than one hundred twenty (120) days after the end date of the term extension. Upon expiration of this term, the claims covered by the terms of the contract and any associated funding shall no longer be available for such reimbursement.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: C110001 CONTRACT TYPE: ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany, County of	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Distribution #11
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: County of Albany Public Defender's Office 60 South Pearl Street, 4th Floor Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address County of Albany Dept. of Management and Budget 112 State St., Room 900 Albany, NY 12207 CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 010100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: C110001

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2021 To: December 31, 2023 CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i> CURRENT: \$1,573,455.00 AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other			
<i>FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:</i> (Out years represent projected funding amounts)				
#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				
ATTACHMENTS PART OF THIS AGREEMENT: ☒ Attachment A: ☒ A-1 Program-Specific Terms and Conditions ☐ A-2 Federally Funded Grants and Requirement Mandated by Federal Laws ☒ Attachment B: ☒ 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) ☒ Attachment C: Work Plan ☒ Attachment D: Payment and Reporting Schedule ☐ Other:				

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

CONTRACTOR:

Albany County

By:

Daniel C Lynch

Printed Name

Title: Deputy County Executive

Date: 5/4/2021

STATE AGENCY:

NYS Office of Indigent Legal Services

By:

William J. Leahy

Printed Name

Title: Director - Office of Indigent Legal Services

Date: 5/11/21

STATE OF NEW YORK

County of Albany

On the 4th day of May, 2021, before me personally appeared Daniel C. Lynch, to me known, who being by me duly sworn, did depose and say that he/she resides at Albany County, New York, that he/she is the Deputy County Executive of the County of Albany, 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)

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

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title:

Title:

Date:

Date:

APPROVED
DEPT. OF AUDIT & CONTROL

May 25 2021
Amy M. Wines

FOR THE STATE COMPTROLLER

Contract Number: C110001

Page 1 of 1

Master Contract for Grants, Signature Page

O'Hara, Hannah (ILS)

From: Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Sent: Thursday, May 13, 2021 11:21 AM
To: O'Hara, Hannah (ILS); Contract Approval
Cc: Corning, Paige (OGS); Schenkman, Daniel (OGS); Flint, Alicia (OGS); Colvin, Jennifer (ILS)
Subject: Approved - RE: ILS OLS01 Contract No. C110001, Distribution 11, Albany County

Follow Up Flag: Follow up
Flag Status: Completed

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Approved as to Form: 5/13/2021 by Benjamin Maggi
Received: 5/13/2021

OAG: CAS please file and enter. "G" Amount: 1,573,455

Reminder: Agencies must forward the contract approved by the OAG Contract Approval Section along with the email in which the OAG Contract Approval Section approved the contract, to OSC via the Comptroller's EDSS system. If you are not enrolled in the EDSS system and have not made alternative arrangements with OSC on how to submit your transaction, please contact OSC at 518-408-4672 or email ITServiceDesk@osc.ny.gov.

Benjamin L. Maggi
Assistant Attorney General
New York State Office of the Attorney General
Contract Approval Section
The Capitol, Albany, NY 12224

ATTORNEY CLIENT PRIVILEGED/NOT FOR DISSEMINATION

The information contained in this electronic mail message is privileged and confidential and intended only for the individual or individuals named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please reply to the sender immediately to notify us of the error and delete the original message. Thank you.

From: O'Hara, Hannah (ILS) <Hannah.OHara@ils.ny.gov>
Sent: Thursday, May 13, 2021 9:45 AM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: Corning, Paige (OGS) <Paige.Corning@ogs.ny.gov>; Schenkman, Daniel (OGS) <Daniel.Schenkman@ogs.ny.gov>; Flint, Alicia (OGS) <Alicia.Flint@ogs.ny.gov>; Colvin, Jennifer (ILS) <Jennifer.Colvin@ils.ny.gov>
Subject: ILS OLS01 Contract No. C110001, Distribution 11, Albany County

[EXTERNAL]

Dear Sir or Madam:

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

- A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

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

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

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

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

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

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

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

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

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

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

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

- 1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
- 2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

- 1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. 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 Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. 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 Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, 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 Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

- e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 - 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 - 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 - 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

(e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

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

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. **Federal Funds:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

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

3. Notwithstanding the above, (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 Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; 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 Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess

of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and

women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

- 1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
- 2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:
 - a) to require updates or clarifications to the Questionnaire upon written request;
 - b) to inquire about information included in or required information omitted from the Questionnaire;
 - c) to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

- a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the

⁹ Not applicable to not-for-profit entities.

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

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS
DISTRIBUTION #11

I. Notices

All written notices made pursuant to this Agreement shall be delivered to the addresses set forth below.

Notification to the Office of Indigent Legal Services (ILS):

Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County:

Daniel P. McCoy
Albany County Executive
112 State Street, Suite 200
Albany, NY 12207
(518) 447-7040
Daniel.McCoy@albanycounty.com

II. Supplanting Funds

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1**BUDGET**

**Office of Indigent Legal Services
DISTRIBUTION #11
January 1, 2021 - December 31, 2023**

COUNTY OF ALBANY

Total Contract Amount: \$1,573,455.00

Budget Expenditure Item	Year 1 1/1/21 - 12/31/21	Year 2 1/1/22 - 12/31/22	Year 3 1/1/23 - 12/31/23
Personnel:			
Assistant Public Defender (Criminal) - Salary	\$67,626.00	\$68,978.52	\$70,358.09
Assistant Public Defender (Criminal) - Fringe	\$35,841.78	\$36,558.62	\$37,008.36
Assistant Public Defender (Family) - Salary	\$74,285.00	\$75,770.70	\$77,286.10
Assistant Public Defender (Family) - Fringe	\$39,371.05	\$40,158.47	\$40,652.50
Alternate Asst. Public Defender (Family) - Salary	\$86,594.00	\$88,325.88	\$90,092.40
Alternate Asst. Public Defender (Family) - Fringe	\$45,894.82	\$46,812.72	\$47,388.60
Alternate Asst. Public Defender (Family) - Salary	\$75,770.00	\$77,285.40	\$78,831.11
Alternate Asst. Public Defender (Family) - Fringe	\$40,158.10	\$40,961.26	\$41,445.52
(PT) Assigned Counsel Admin - Salary	\$50,000.00	\$50,000.00	\$50,000.00
Subtotal Personnel	\$515,540.75	\$524,851.57	\$533,062.68
TOTAL	\$515,540.75	\$524,851.57	\$533,062.68
THREE-YEAR TOTAL	\$1,573,455.00		

ATTACHMENT C
WORK PLAN
OFFICE OF INDIGENT LEGAL SERVICES
DISTRIBUTION #11
JANUARY 1, 2021 – DECEMBER 31, 2023
COUNTY OF ALBANY

Goal: To improve the quality of services provided under Article 18-B of the County Law.

Task #1

Provide funding of salary and fringe benefits for an Assistant Public Defender position focusing on representing clients in the local criminal courts and County Court with a mix of misdemeanor and felony cases.

Performance Measure:

- Number of individuals who receive legal representation because of this position
- Enhanced quality because of overall reduced caseloads because of this position

Program Location:

- Office of the Public Defender, Albany County

Task #2

Provide funding of salary and fringe benefits for an Assistant Public Defender position focusing on representing clients in the Albany County Family Court.

Performance Measure:

- Number of individuals who receive legal representation because of this position
- Enhanced quality because of overall reduced caseloads because of this position

Program Location:

- Office of the Public Defender, Albany County

Task #3

Provide funding of salary and fringe benefits for an Alternate Assistant Public Defender position to alleviate caseload concerns in the Alternate Public Defender's Family Court office.

Performance Measure:

- Number of individuals who receive legal representation because of this position
- Enhanced quality because of overall reduced caseloads resulting from this position as well as ability to assign attorneys to a single judge.

Program Location:

- Office of the Alternate Public Defender, Albany County

Task #4

Provide funding of salary and fringe benefits of a full-time Assistant Alternate Public Defender position to reduce the reliance on 18-B Attorneys currently covering the overflow from the existing Family Court attorneys. This addition of a Family Court attorney in the Alternate Public Defender's allows each Family Court attorney in the office to be assigned exclusively to one Family Court Judge, which will provide each judge with the familiarity that comes with a dedicated attorney and allows for continuity of representation of clients.

Performance Measure:

- Number of individuals who receive legal representation because of this position
- Enhanced quality because of overall reduced caseloads resulting from this position as well as ability to assign attorneys to a single judge.

Program Location:

- Office of the Alternate Public Defender, Albany County

Task #5

Provide funding of salary for a part-time Assigned Counsel Administrator position to manage the 18-B Assigned Counsel program and ensure clients receive representation in a timely manner.

Performance Measure:

- Enhanced quality because of better oversight and support of 18-B attorneys
- Ability to recruit and cultivate quality defense attorneys to the panel

Program Location:

- Assigned Counsel Program, Albany County

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE
DISTRIBUTION #11 GRANT

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the first-year budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual first-year budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
Period: <u>n/a</u>	Amount: <u>n/a</u>	Due Date: <u>n/a</u>
4. Recoupment of any advance payment(s) or initial payment(s) (3) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**

Due Date: Thirty (30) days from the end of each contract quarter, as follows:

1st Quarter: January 1st – March 31st

2nd Quarter: April 1st – June 30th

3rd Quarter: July 1st – September 30th

4th Quarter: October 1st – December 31st

☐ **Monthly Reimbursement**

Due Date: _____

☐ **Biannual Reimbursement**

Due Date: _____

☐ **Fee for Service Reimbursement**

Due Date: _____

☐ **Rate Based Reimbursement**

Due Date: _____

☐ **Fifth Quarter Reimbursement**

Due Date: _____

☐ **Milestone/Performance Reimbursement**

Due Date/Frequency: _____

☐ **Scheduled Reimbursement**

Due Date/Frequency: _____

☐ **Interim Reimbursement as Requested by Contractor** _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

☐ **Narrative/Qualitative Report**

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ **Statistical/Quantitative Report**

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ **Expenditure Report**

The Contractor will submit, on a quarterly basis, not later than thirty (30) days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☒ **Final Report**

The Contractors will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than ninety (90) days after the end of the contract period.

☐ **Consolidated Fiscal Report (CFR)¹**

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with this final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than ____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by the Office of Alcoholism & Substance Abuse Services, Office of Mental Health, Office for People with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
#1 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	First year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of first year
#2 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Second year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of second year
#3 <i>(Refer to Attachment D. II. C. “Other Reports”)</i>	Third year of grant <i>(Refer to Attachment C, Work Plan)</i>	90 days following end of third year

III. SPECIAL PAYMENT AND REPORTING PROVISIONS:

RESOLUTION NO. 122

EXTENDING DISTRIBUTION GRANT #11 AND AMENDING THE 2024 ALBANY COUNTY BUDGET

Introduced: 3/11/24

By Law Committee:

WHEREAS, The Public Defender has requested authorization to amend an agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant to reflect a term commencing January 1, 2021 and ending December 31, 2025 rather than a term commencing January 1, 2021 and ending December 31, 2023, and

WHEREAS, The Public Defender has indicated that a two-year term extension is necessary to fully utilize the funding, and

WHEREAS, The Public Defender has also requested amendments to the 2024 Albany County Budget related to the extension, now, therefore, be it

RESOLVED, By the Albany County Legislature that the agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant is hereby amended to reflect a term commencing January 1, 2021 and ending December 31, 2025, and, be it further

RESOLVED, That the 2024 Albany County Budget is amended as follows:

						APPROPRIATIONS					
ACCOUNT NO.						RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	
A9	1170	4	4046	10000		Fees For Services	103,525.00		139,775.00	Public Defender	
A9	1171	2	2001	10000		Office Equipment	10,000.00		13,000.00	Alternate Public Defender	
A9	1171	4	4020	10000		Office Supplies	5,000.00		8,000.00	Alternate Public Defender	
A9	1171	4	4121	10000		Specialized Services	14,024.00		34,024.00	Alternate Public Defender	
A9	1171	4	4122	10000		Legal Reference	17,500.00		35,000.00	Alternate Public Defender	
						TOTAL Appropriations	150,049.00	0.00			
						ESTIMATED REVENUES					
ACCOUNT NO.						RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
A3	1170	0	3025			Indigent Legal Funds (Dist.)		103,525.00	(1,031,501.00)	Public Defender	
A3	1171	0	3025			Indigent Legal Funds (Dist.)		46,524.00	(413,593.00)	Alternate Public Defender	
						TOTAL Revenue	0.00	150,049.00			
						GRAND TOTALS	150,049.00	150,049.00			

and, be it further

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

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

Adopted by unanimous vote – 3/11/24

RESOLUTION NO. 184

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE DISTRIBUTION #11 GRANT

Introduced: 4/8/24

By Law Committee:

WHEREAS, The Public Defender has requested authorization to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant in the amount of \$1,573,455 for the term commencing January 1, 2021 and ending December 31, 2023, and

WHEREAS, The Public Defender has indicated that the funding is used to support salary and fringe for three attorneys representing indigent clients in family court proceedings, salary and fringe for one attorney representing indigent clients in criminal court proceedings, and salary for the Assigned Counsel Program Administrator, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Indigent Legal Services regarding the Distribution #11 grant in the amount of \$1,573,455 for the term commencing January 1, 2021 and ending December 31, 2023, and, be it further

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

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

Adopted by unanimous vote – 4/8/24



DANIEL P. MCCOY
COUNTY EXECUTIVE

STEPHEN W. HERRICK
PUBLIC DEFENDER

COUNTY OF ALBANY
PUBLIC DEFENDER
112 STATE STREET, 2ND FLOOR
ALBANY, NEW YORK 12207
PHONE: (518) 447-7150 FAX: (518) 447-5533
www.albanycounty.com

July 15, 2025

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

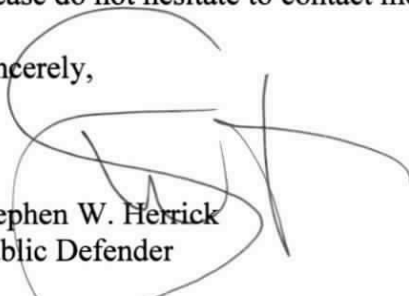
Dear Chairwoman Cunningham:

The Public Defender's Office requests authorization to accept grant funds from the NYS Division of Criminal Justice Services (DCJS) for the Article 13-A Classification/Alternatives to Incarceration Program. The Alternatives to Incarceration Program provides funding toward criminal defense Assistant Public Defender salaries, with the goal of reducing unnecessary incarceration by identifying eligible clients and advocating for community-based, rehabilitative alternatives to jail or prison.

The funds to be accepted for the Public Defender's Office are for an annual award of \$19,921, covering the time period of 7/1/25 through 6/30/26. The total annual award of \$49,037 is shared with and distributed to the County's Department of Probation through a block grant. This is a recurring, direct award based on a DCJS formula, and there is no County match.

Please do not hesitate to contact me with any questions.

Sincerely,


Stephen W. Herrick
Public Defender

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



County of Albany

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

Legislation Text

File #: TMP-6708, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing Acceptance of Alternatives to Incarceration Grant Funds from New York State Division of Criminal Justice Services

Date: 7/15/25
Department: Public Defender's Office
Attending Meeting: Stephen W. Herrick
Submitted By: Keith Bulatao
Title: Director of Accounts
Phone: 518-447-7771

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

NYS Division of Criminal Justice Services, 80 South Swan Street, Albany, New York 12210

Term: (Start/end date or duration) July 1, 2025 to June 30, 2026
Amount/Raise Schedule/Fee: \$19,921.00

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: Enter text.
State: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A.1170.0.3340
Revenue Amount: \$19,921.00
Appropriation Account and Line: Various in A.1170
Appropriation Amount: \$19,921.00

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: 24-410 on 7/8/24

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

The Public Defender's Office requests authorization to accept grant funds from the NYS Division of Criminal Justice Services (DCJS) for the Article 13-A Classification/Alternatives to Incarceration Program. The Alternatives to Incarceration Program provides funding toward criminal defense Assistant Public Defender salaries, with the goal of reducing unnecessary incarceration by identifying eligible clients and advocating for community-based, rehabilitative alternatives to jail or prison.

The funds to be accepted for the Public Defender's Office are for an annual award of \$19,921, covering the time period of 7/1/24 through 6/30/25. The total annual award of \$49,037 is shared with and distributed to the County's Department of Probation through a block grant. This is a recurring, direct award based on a DCJS formula, and there is no County match.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

DCJS is pleased to inform you that your County is eligible to receive the below noted amount for your county's Article 13-A Classification/Alternatives to Incarceration (ATI) program(s) for term of July 1, 2025, to June 30, 2026. This funding provides localities the opportunity to examine their criminal justice and jail populations, to consider possible program implications as a result of legislative changes, and to conduct planning for effective ATI programs.

Grantee: Albany County	Date: 3/13/25
Program Name: County 13A Classification	Award Amount: \$49,037
Name of Official: Deputy County Executive, Daniel P. McCoy	Term Dates: 07/01/2025 - 06/30/2026
Email: county_executive@albanycountyny.gov	SFS ID: 1000002428

Article 13-A Funding- Additional Information: This funding is contingent upon the submission and subsequent DCJS approval of, the Article 13-A Classification/Alternatives to Incarceration (ATI) Service Plan Application completed by the county. Article 13-A programs run by probation departments in the 2024-2025 term will find their application as an Appendix to the Probation Annual Plan. For non-probation run 13-A programs in 2024-2025, a separate application will be sent to the program contact. This funding is contingent on the availability of state funds and any state agency review as required.

The 13-A Service Plan application(s) should be submitted to DCJS via email to dcjsopcaati@dcjs.ny.gov. Once plans are approved by DCJS, grantees will be notified and shall receive payment for their entire award in the Fall of 2025. The county shall subsequently and promptly make this funding available to the recipient agencies (e.g., Public Defenders, probation department, pretrial services agencies, sheriff's offices, local county, not-for-profits, or any other agencies contracted with to provide services to the county) within 60 days of receipt.

Quarterly Progress Reports will continue to be required and should be submitted to OPCA at dcjsopcaati@dcjs.ny.gov for each program utilizing Article 13-A funding as identified below:

July 1 - September 30 DUE October 31

January 1 - March 31 DUE April 30

October 1 - December 31 DUE January 31

April 1 - June 30 DUE July 31

PRIMARY CONTACT (Block Grant/Funding) NYS Division of Criminal Justice Services, Finance Office dcjsGrantsUnitVoucherInquiry@dcjs.ny.gov	PRIMARY CONTACT (Program) Nicole Aldi Nicole.aldi@dcjs.ny.gov Community Corrections Representative 3 NYS Division of Criminal Justice Services Office of Probation and Correctional Alternatives
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Thank you for your continued partnership to help keep New Yorkers safe and ensure a justice system that works for all.

CC: William Connors, Director

RESOLUTION NO. 410

AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE ALTERNATIVES TO INCARCERATION PROGRAM

Introduced: 7/8/24

By Public Safety Committee:

WHEREAS, New York State law requires that counties develop and submit a Comprehensive Alternatives to Incarceration (ATI) Service Plan to identify and provide eligible programs which afford alternatives to incarceration to suitable persons, and

WHEREAS, The Director of the Probation Department has indicated that the New York State Division of Criminal Justice Services (NYS DCJS) has determined that the County is eligible to receive funding for the Probation Department and the Public Defender's Office which will be provided through the New York State Executive Law Article 13-A Classification/ATI Programs in the total amount of \$49,037 for the term commencing July 1, 2024 and ending June 30, 2025, and

WHEREAS, The Director has further indicated that the aforementioned grant funds will be divided between the Public Defender's Office in the amount of \$19,921 to support Defender Based Advocacy Services, and the Department of Probation in the amount of \$29,116 to provide Pre Trial Services including Release on Recognizance and Release under Supervision for defendants eligible under program criteria as required for funding, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to renew the annual ATI Service Plan application to the NYS DCJS and renew agreements on behalf of the aforementioned departments in the amounts of \$29,116 for the Alternatives to Incarceration Initiative and \$19,921 for the Defender Based Advocacy Program for a total agreement amount not to exceed \$49,037 for the term commencing July 1, 2024 and ending June 30, 2025, and, be it further

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

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

Adopted by unanimous vote – 7/8/24