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# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date September 12, 2023

Resolution No. G/1

## RESOLUTION AUTHORIZING A MAINTENANCE AGREEMENT FOR RADIO SYSTEM - BUREAU OF PUBLIC SAFETY

**WHEREAS,** This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS,** The Rensselaer County Bureau of Public Safety seeks legislative authorization to enter into an agreement with Innovative Emergency Management, Inc. for the Multi-Jurisdictional Hazard Mitigation Plan HMGP RFP Selection Acknowledgement reasoning utilizing funding from the New York State Division of Homeland Security and Emergency Services; and

**WHEREAS,** The Bureau seeks approval to combine several previous agreements into to one maintenance and repair agreement for all county communications assets; The contract period is from 09/01/2023 through 02/28/2025; and

**WHEREAS,** The Bureau of Public Safety has budgeted the necessary funds in appropriation code A.3640.04900.HMGP2023.04900 Proposal at a cost not to exceed One Hundred Sixty-Six thousand Seven Hundred Seventy-Three and Sixteen cents (\$166,773.16); and

**WHEREAS,** The purchase is in accordance with the Rensselaer County purchasing and procedures and is funded with appropriation code A.3640.04900.HMGP2023.04900 and the name and address of the contracting party is as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Public Safety Hazmat FY 2022	Innovative Emergency Management, INC PO BOX 110265 Research Triangle Park North Carolina 27709	A.3640.04900. HMGP.2023.04900	\$166,773.16

; now, therefore, be it

**RESOLVED**, That the Rensselaer County Executive or his designee is authorized to sign the above referenced agreement, subject to the approval as form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 12, 2023

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Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

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Clerk of the Legislature



Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

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County Executive

## Professional Services Agreement

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THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement"), made effective as of September 1, 2023, is entered into by and between Rensselaer County Bureau of Central Services ("Client"), with principal place of business at 99 Troy Road, 4<sup>th</sup> Floor, East Greenbush, New York 12061, and Innovative Emergency Management, Inc. ("IEM"), a corporation organized and existing under the laws of the State of Louisiana, with its principal place of business at 2801 Slater Road, Suite 200, Morrisville, North Carolina, 27560-8477. The Client and IEM are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Client desires to obtain the professional services of IEM in connection with the services as described in Schedule A of this Agreement; ("Work") and

WHEREAS, IEM has represented to the client that it is qualified and capable of providing such services in a competent and professional manner; and

WHEREAS, the Client desires to contract with IEM to provide such services and IEM desires to provide such services to the Client under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows.

1. Definitions. As used herein, the following terms shall have the meanings set forth below.
  - 1.1. Person. "Person" means any natural person, corporation, limited liability company, association, cooperative, partnership, trust, estate, joint venture, or any other legal entity, including a governmental authority or agency.
  - 1.2. Representative. "Representative" means a Party's employee, officer, director, manager, agent, or professional advisor.
  - 1.3. Third Party. "Third Party" means a Person that is not a Party to this Agreement.
  - 1.4. Deliverables. "Deliverables" shall mean all work products, whether tangible or intangible, in any format and whether or not copyrightable or patentable, that are delivered to the Client by IEM pursuant to this Agreement or in performance of the Work thereunder.
2. Term. This Agreement shall commence as of September 1, 2023 and shall continue until February 28, 2025 (the "Term"), unless sooner terminated in accordance with the provisions of this Agreement. The Term may not be altered, modified, or amended, in whole or in part, except in writing signed by duly authorized Representatives of both Parties.
3. Termination.
  - 3.1. Termination for Default. If either Party materially defaults in the performance of, or materially fails to perform, any of its material obligations under this Agreement, the non-defaulting Party shall have the right to terminate this Agreement fifteen (15) business days after giving written notice to the breaching party reasonably describing the breach, if the breaching party fails to cure the breach to the non-defaulting party's reasonable satisfaction within such fifteen (15) business day period. In the event of termination for default, IEM shall be entitled to payment for Work in progress, to the extent the Work has been performed satisfactorily.
  - 3.2. Termination for Convenience. Either Party may terminate this Agreement for convenience upon the giving of ninety (90) calendar days written notice to the other Party of its intention to terminate. In the event of termination for convenience, IEM shall be entitled to payment for Work in progress, to the extent the Work has been performed satisfactorily.
4. Compensation.
  - 4.1. Fees and Expenses (Firm Fixed Price). The Client shall pay to IEM for services rendered a fixed price of \$166,773.16 ("Firm Fixed Price") under the payment schedule specified in Schedule A of this Agreement. The Firm Fixed Price shall be considered inclusive of wages; materials; travel; all indirect loadings such as overhead, general, and administrative expenses; taxes; and profit.



- 4.2. Itemized Statements. IEM shall submit to the Client itemized statements of fees and incurred expenses in a form satisfactory to the Client. Statements shall be submitted to the Client at the following address:

*Via First Class Mail:*

*Bureau of Public Safety*

*Attn: Aiden Rockwell*

*99 Troy Road*

*East Greenbush, NY 12016*

*(518) 906-4233*

- 4.3. Payment of Fees and Expenses. Fees and incurred expenses shall be paid to IEM within thirty (30) calendar days of delivery of an itemized statement to the Client.

5. Engagement.

- 5.1. Agreement to Perform Services. IEM agrees to perform the Work for the Client.
- 5.2. Coordination and Progress Reporting. IEM and the Client shall develop appropriate administrative procedures for coordinating with each other and reporting progress.
- 5.3. Methods and Means of Performing Work. IEM shall perform the Work in an honest, confidential, efficient, prompt, economical, skillful, and careful manner. IEM shall have the right to determine the order, sequence, method, manner, details, and means of performing the services.
- 5.4. Work Location. IEM shall perform the Work primarily at IEM's location or locations, except when such projects or tasks require IEM to travel off-site or to the Client's location or locations.
- 5.5. Tools and Materials. IEM shall provide the tools and materials necessary to perform the Work.
- 5.6. Client Furnished Information or Resources. The Client shall provide appropriate personnel for consultation, as required, and access to relevant facilities and material that are reasonably necessary for IEM's performance under this Agreement. IEM shall be entitled to rely upon any Client furnished information, material, or resources without independent verification, unless otherwise provided for herein. In the event that the performance of IEM under this Agreement is delayed due to the failure of the Client to provide necessary and appropriate information, material, or resources that are reasonably necessary for IEM's performance, appropriate adjustments to the delivery schedule shall be made and such a delay shall not constitute a material breach of this Agreement.
- 5.7. Inspection and Acceptance of Deliverables. The Client's acceptance of a Deliverable shall be deemed to have occurred upon successful completion of testing and acceptance of the same by the Client. Notwithstanding the foregoing, a Deliverable shall be deemed accepted by the Client if not rejected in writing to IEM within ten (10) business days of the delivery of said Deliverable to the Client.

6. Independent Contractor.

- 6.1. Nature of Relationship. It is the intention of the Parties that IEM be an independent contractor and not an employee, agent, or partner of the Client. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee; co-employee; partnership; principal and agent; or joint venture between the Client and IEM. In addition, the Parties acknowledge that neither Party has, or shall be deemed to have, the authority to bind the other Party in any way.
- 6.2. Non-exclusivity. IEM shall retain the right to perform the same or similar services for others during the Term of this Agreement.
- 6.3. Subcontractors. IEM may enter into subcontracts with Third Parties for the performance of any part of the Work. IEM shall remain the Client's sole point of contact for all subcontractor work.



7. Technical Representative. Regarding technical matters relating to this Agreement, the Parties hereby appoint the below-listed representatives. The Client's Technical Representative, or his/her duly authorized designee, is authorized to issue technical direction to IEM. Such direction may include instructions that provide details regarding, or otherwise clarify, the Work. This direction shall not constitute new assignments, or changes, modifications, or amendments, which justify any change to the Agreement terms and conditions, or price.

FOR IEM:

Brad Bartholomew  
2801 Slater Road, Suite 200  
Morrisville, NC 27560-8477  
(801) 673-5854 [Voice]  
brad.bartholomew@iem.com [E-mail]

FOR CLIENT:

Aiden Rockwell  
99 Troy Road  
East Greenbush, NY 12016  
(518) 906-4233 [Voice]  
arockwell@renesco.com [E-mail]

8. Confidential Information.

- 8.1. Definitions. For the purposes of this Agreement, "Confidential Information" shall mean any information that is treated as confidential by a Party, including without limitation trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Party receiving or acquiring it, directly or indirectly, under this Agreement ("Receiving Party") without restriction on use or disclosure prior to receipt of such information from the Party disclosing Confidential Information under this Agreement ("Disclosing Party"); (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a Third Party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

- 8.2. Obligations of the Parties. The Receiving Party agrees that it: (a) shall treat the Confidential Information as confidential and shall take reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information, such precautions taken being at least as great as the precautions taken to protect its own proprietary information (but in no case less than reasonable care); (b) shall not disclose the Confidential Information to any Third Party without the Disclosing Party's prior written authorization; (c) shall not use the Confidential Information except for the purpose of providing services or fulfilling obligations under this Agreement; (d) shall promptly return the Confidential Information to the Disclosing Party upon request and upon expiration or termination of this Agreement; and (e) shall limit disclosure of Confidential Information to those Persons requiring such disclosure to perform services under this Agreement. The Receiving Party acknowledges that any violation of this Section 8 shall result in irreparable injury to the Disclosing Party and thus if the Receiving Party should breach or threaten to breach any provision of this this Section 8, the Disclosing Party shall be entitled, in addition to any other remedies it may have at law or in equity, to a restraining order, injunction, specific performance or other similar remedy in order to enforce this Agreement without the posting of bond.

8.3. Required Disclosure.

- 8.3.1. Notwithstanding the foregoing restrictions on disclosure, this Agreement shall not preclude the disclosure of Confidential Information if:

8.3.1.1. Such disclosure is required by law or legal process ("Legal Order");

8.3.1.2. Such disclosure is required by the U.S. Government; or

8.3.1.3. The Proposed Transaction requires such disclosure, and the Disclosing Party consents in writing prior to such disclosure (which consent shall not be unreasonably conditioned, withheld, or delayed).

- 8.3.2. Regarding a disclosure pursuant to Section 8.3.1.1 of this Agreement, the Receiving Party required to disclose shall give prompt, prior notice to the Disclosing Party (to the extent permitted by the Legal Order) and, at the request and expense of the Disclosing Party, shall reasonably cooperate with the Disclosing Party to obtain a protective order or other form of confidential protection, if available. If, after providing such notice and assistance as required herein, the Receiving Party remains subject to the Legal Order to disclose any Confidential Information, the Receiving Party (or its Representatives or other persons to whom the Legal Order is directed) shall limit the disclosure to only those portions of the Confidential Information required by the Legal Order.

- 8.3.3. Regarding a disclosure pursuant to Section 8.3.1.2 of this Agreement, the Receiving Party required to disclose shall give prompt, prior notice to the Disclosing Party and the Confidential Information must be disclosed with any

original restrictive legends and such other markings as may be required under U.S. Government regulations to preserve its proprietary nature and the Disclosing Party's rights therein.

- 8.3.4. Regarding a disclosure pursuant to Section 8.3.1.3 of this Agreement, the Receiving Party required to disclose shall give prompt, prior notice to the Disclosing Party of the required disclosure.
- 8.4. Survival of Obligations. The Parties' obligations under the terms of this Section 8 shall survive the termination or expiration of this Agreement for a period of three (3) years.
9. Indemnification. Each Party shall mutually indemnify, defend, and hold the other harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable attorney's fees) arising out of or relating to any claims, causes of actions, lawsuits, or other proceedings, regardless of legal theory, that result, in whole or in part, from each other's officials', officers', agents', employees', contractors', and subcontractors' (a) intentional misconduct, negligence, or fraud; or (b) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any Third Party.
10. Non-Solicitation. During the term of this Agreement and for a period of one (1) year thereafter, neither Party shall, directly or indirectly, in any manner solicit or induce for employment any individual who is then in the employment of the other Party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement for the purposes of this Section 10, and the hiring of any such employees or independent contractors who freely respond thereto shall not be a breach of this Section 10.
11. Works for Hire; Ownership. Upon payment in full of all monies owed to IEM, the Client shall own all rights, title, and interest in and to all Deliverables. Ownership does not extend to copyrighted or proprietary information, or to other data in IEM's lawful possession prior to execution of this Agreement.
12. Costs and Expenses. Except as otherwise provided for in this Agreement, each Party shall bear all costs and expenses incurred by it in complying with this Agreement.
13. Limitation of Liability. IEM's liability to the Client for any cause whatsoever shall be limited to the purchase price paid to IEM for the products and/or services that are the subject of the Client's claim. In no event shall either Party be liable to the other or to any Third Party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damage. Notwithstanding the foregoing, nothing herein shall limit either party's liability under Sections 8 or 9 of this Agreement.
14. Dispute Resolution.
- 14.1. Except as set forth in Section 14.2 herein, in the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, or the interpretation, validity, scope, or breach thereof, the Parties shall use their best efforts to settle such dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such solution within a period of thirty (30) calendar days, then, upon written notice by either Party to the other, all such disputes, claims, questions, or disagreements shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules (including, if applicable, its Procedures for Large, Complex Commercial Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The location of arbitration shall be Wake County, North Carolina. The language of arbitration shall be English. Any decision by the arbitrator(s) shall be final and binding, and except in the cases of fraud or gross misconduct by the arbitrator(s), the decision rendered shall not be appealable. The prevailing Party, if any, as determined by the arbitrator(s), shall be entitled to recover its costs and fees, including arbitrators' fees, administrative fees, attorney's fees, and other reasonable out-of-pocket costs. The arbitration proceedings and arbitration award shall be maintained by the Parties and arbitrator(s) as strictly confidential, except as is otherwise required by law, an order from a court of competent jurisdiction, or as is necessary to confirm, vacate, or enforce any arbitral award and for disclosure in confidence to the Parties' respective attorneys and tax advisors.
- 14.2. A Disclosing Party shall not be subjected to the negotiation and arbitration requirements of Section 14.1 in the event of an actual, threatened, or alleged breach by the Receiving Party of the Confidential Information obligations herein. In such event, the Disclosing Party may immediately seek relief in a court proceeding. Any such proceeding must be instituted and maintained in the state courts of North Carolina located in Wake County or the United States District Court for the



Eastern District of North Carolina, Raleigh Division. The Parties hereby irrevocably consent to jurisdiction and venue in such courts for this purpose, and the Parties waive objection to the jurisdiction and venue being in such courts.

- 15. Choice of Language; Choice of Law. All documentation, correspondence, and communications relating to this Agreement shall be made in the English language. This Agreement, and any dispute or controversy arising out of or relating to this Agreement, shall in all respects be governed by and construed according to the laws of the State of North Carolina, without giving effect to any principles of conflict of law or choice of law of such State or any other jurisdiction.
- 16. Force Majeure. If at any time during the existence of this Agreement, any Party is unable to perform whole or in part any obligation under this Agreement because of war; hostility; military operations of any character; civil commissions; sabotage; quarantine restrictions; acts of government; fire; floods; explosions; epidemics; strikes or other labor trouble embargoes; and any other matter beyond human control/capability, then the date of any obligation shall be postponed during the time which such circumstances are operative.
- 17. Severability. If any part or provision of this Agreement is, for any reason, held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, then such part or provision shall be severable from this Agreement, shall not affect any other part or provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable part or provision had never been contained herein. The remaining part or provisions hereof shall remain effective and fully enforceable to the maximum extent permitted by law.
- 18. No Waiver. The waiver by any Party hereto of any default hereof or of any breach of any covenant, agreement, or condition contained herein shall not be construed to constitute a waiver of any other default or breach hereof, similar or otherwise. No waiver of this Agreement or any portion thereof shall be binding upon any Party unless made in writing signed by a duly authorized Representative of such Party, and no failure or delay in enforcing any right shall be deemed a waiver.
- 19. Notices. All notices authorized or required to be given pursuant to this Agreement shall be in writing and either delivered by hand; mailed by registered or certified first class mail, postage prepaid; or sent by electronic communication as follows:

TO IEM:

IEM  
ATTN: Contract Management  
2801 Slater Road, Suite 200  
Morrisville, NC 27560  
(919) 990-8191  
contracts@iem.com

TO CLIENT:

Attn: Aiden Rockwell  
99 Troy Road  
East Greenbush, NY 12016  
(518) 906-4233 [Voice]  
arockwell@renesco.com [E-mail]

Any such notice shall be deemed to have been given and received, if delivered or sent by electronic communication, on the day on which it was delivered or sent and, if mailed, on the fifth (5th) business day following the day it was mailed, subject to the provisions of Section 16 of this Agreement. Any electronic communication sent after 3:00 p.m. Eastern Time shall be deemed to have been sent at 9:00 a.m. Eastern Time on the following business day.

- 20. Parties in Interest; No Assignment. This Agreement is solely for the benefit of the Parties, and shall not be deemed to confer upon or give to any Person any remedy, claim of liability or reimbursement; cause of action; or other right. This Agreement shall be binding on the Parties and their respective successors and permitted assigns. No Party may assign, transfer, or delegate its rights or obligations contained herein without the prior written consent of the other Parties, which consent shall not be unreasonably conditioned, withheld, or delayed. Any change of control of a Party shall be deemed an assignment of this Agreement that requires the prior written consent of the other Parties. For the purposes of this Agreement, "change of control" means any merger; consolidation; sale of all or substantially all of the assets; or sale of a substantial block of stock of a Party.
- 21. Headings; Construction. The headings in this Agreement are for convenience of reference only and shall not in any way define, limit, or describe the scope or intent of any provisions or sections of this Agreement. The Parties have negotiated the provisions of this Agreement and this Agreement shall be deemed to have been drafted by all Parties hereto.
- 22. Entire Agreement; Amendments. This Agreement, including all attachments hereto, reflects the complete understanding between the Parties regarding the subject matter hereof and constitutes their entire agreement, superseding all prior negotiations, representations, agreements, understandings, and statements, whether oral or written, regarding the subject matter hereof. This Agreement may not be altered, modified, or amended, in whole or in part, except in writing signed by duly authorized Representatives of each Party. No statement by any Representative of any Party may be construed as amending this Agreement in any way.



23. Method of Execution. This Agreement may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by electronic mail delivery of a file in Portable Document Format (PDF), such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

IN WITNESS WHEREOF, each Party represents that it has read this entire Agreement, comprising 20 pages (including Schedule A), and agrees to perform in accordance with the terms and conditions contained herein. Each Signatory to this Agreement warrants by affixing his or her signature below that he or she is duly authorized to bind the Party whom such Signatory represents.

FOR CLIENT:

FOR IEM:

\_\_\_\_\_  
Steve McLaughlin  
County Executive

\_\_\_\_\_  
Keith Reynolds  
Manager of Contract Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SCHEDULE A: SCOPE OF SERVICES

With input from the Core Planning Team and Jurisdictional Assessment Teams, and the public, IEM will complete the Rensselaer County MJHMP Second Update to meet or exceed the standards of 44 CFR Part 201.6.1 and the new FEMA Local Mitigation Planning Policy Guide (FP-206-21-0002), effective April 2023 and the NYS DHSES Hazard Mitigation Planning Standards Guide, effective 2022.

## 4.0 TASKS FOR THE MJHMP UPDATE

### 4.0.1 ORGANIZING THE PLANNING EFFORT

Local hazard mitigation plans play a key role in developing a community's long-term strategy to reduce disaster losses. The Planning Process will start with organizing resources and creating a schedule of work. IEM has developed a draft work plan and schedule. The process will begin with the **Administrative Kickoff Meeting** between the Rensselaer County Bureau of Public Safety staff and the IEM Planning Team leaders. The focus of this meeting is to discuss the project activities to include the project work plan, scope of work, reporting activities, deliverables, budget, and timeline, as well as to:

- Confirm Rensselaer County's expectations.
- Confirm Municipal Participation.
- Reestablish the Core Planning Team.
- Reestablish/Document the three Jurisdictional Assessment Teams.



Figure 4: Preliminary Meeting Schedule

Re-establishing the existing Rensselaer County Planning Team is critical for the planning process to ensure the correct stakeholders are at the table and have the opportunity to provide their valuable input to the Second Update. A preliminary meeting participation concept is presented in Figure 4.

#### Timeline

A generalized timeline detailing each of the required steps identified in the RFP and preliminary assignments of the groups involved in each task is presented on the following page.



**RENSELAEER COUNTY MJHMP UPDATE SCHEDULE**

DURATION	ONGOING	MONTHS	SEP'23	OCT'23	NOV'23	DEC'23	JAN'24	FEB'24	MAR'24	APR'24	MAY'24	JUN'24	JUL'24	AUG'24	SEP'24	OCT'24	NOV'24	DEC'24	JAN'25	FEB'25	
<b>TASK 1: ORGANIZE THE PLANNING EFFORT</b>																					
	•••••	Rensselaer County MJHMP Update Meetings																			
		Confirm municipal participation, reestablish Core Planning Teams and Jurisdictional Planning Teams																			
		Develop and execute a Public Outreach Strategy																			
		Identify, request/gather technical data																			
		Collect/document existing resources and data																			
		Solicit input from community																			
		Document input received from community																			
<b>TASK 2: HAZARD IDENTIFICATION AND RISK ASSESSMENT</b>																					
		Review rationale for previous hazard selection																			
		Update list of "Hazards of Concern" and rationale for inclusion/omission of hazards																			
		Describe each "Hazard of Concern", document relationship to other hazards, cascading impacts and climate change																			
<b>TASK 3: VULNERABILITY ASSESSMENT</b>																					
		Update populations at risk																			
		Document development since last plan in hazard prone areas for implications on risk and vulnerability																			
		Assess/document anticipated future development and vulnerability of critical facilities/infrastructure																			
		Update status of previously identified actions and identify implications to risk and for strategy development																			
		Identify locations of shelters, evacuation routes, and locations for intermediate and long term housing																			
		Describe floodplain management, including FIRMs and DFIRMs																			
<b>TASK 4: CAPABILITY ASSESSMENT &amp; RESOURCE INTEGRATION</b>																					
		Review existing resources and describe expansion capabilities																			
		Identify opportunities for integration of existing resources into HMP and mitigation strategies																			
		Review existing plans for consistency and/or conflicts																			
<b>TASK 5: MITIGATION STRATEGY, ACTIONS &amp; PLAN INTEGRATION</b>																					
		Confirm/update goals consistent with identified hazards and describe strategies for achieving goals																			
		Describe any shifts in priorities																			
		Decide which vulnerabilities present unacceptable risk and for which capabilities do not exist																			
		Develop Problem Statements, document criteria for evaluating options, and identify options to address each problem																			

DURATION	ONGOING	MONTHS	SEP'23	OCT'23	NOV'23	DEC'23	JAN'24	FEB'24	MAR'24	APR'24	MAY'24	JUN'24	JUL'24	AUG'24	SEP'24	OCT'24	NOV'24	DEC'24	JAN'25	FEB'25	
<b>TASK 5: MITIGATION STRATEGY, ACTIONS &amp; PLAN INTEGRATION</b>																					
		Describe specific actions to be taken to address each problem that presents an unacceptable risk																			
		Complete action worksheets for two unique actions per jurisdiction																			
		Describe how actions were prioritized and the criteria that will be used to prioritize future actions																			
		Describe steps to integrate mitigation into other plans and to consider hazard mitigation in routine decisions																			
<b>TASK 6: IMPLEMENTATION AND PLAN MAINTENANCE</b>																					
		Document comprehensive list of strategic funding sources																			
		Describe intent for continuing public engagement, monitoring progress, and updating the mitigation plan before it expires																			
<b>TASK 7: DRAFT PLAN</b>																					
	•••••	Write and assemble draft HMP Second Update																			
		Publish and distribute draft HMP Second Update and solicit review and comments by planning teams and public																			
		Document comments in HMP and revise plan, complete "Location in Plan" of FEMA's Review Tool and DHSES' spreadsheet																			
		Submit plan to NYS DHSES for review																			
		Document NYS DHSES comments and revise plan, if applicable																			
		Submit final plan to NYS DHSES for review and submittal to FEMA																			
		Publicize HMP approval and adoptions, include in the HMP a certified adoption resolution from each participating jurisdiction																			

### Outreach Strategy

The variety of stakeholders surveyed in the current plan demonstrates the County's commitment to meeting the participation requirements outlined in the FEMA Local Planning Policy Guide and NYS DHSES Mitigation Planning standards.

In developing the [Outreach Strategy](#) for the Second Update, the IEM Team considered FEMA's question, "Does the plan document show how the public was given the opportunity to be involved in the planning process and how their feedback was included in the plan?" The outreach and engagement strategy for the Rensselaer County MJHMP update is designed to educate the public on hazards impacting the area and the hazard mitigation planning process and to invite these stakeholders to be engaged and to provide information or input to inform the plan's content. Different communities may necessitate more targeted outreach and engagement, especially underserved communities. A draft of the public outreach and engagement strategy will be presented at the initial Introductory Meeting with the county. Implementing the strategy will continue through the submission of the final MJHMP Update to NYS DHSES, FEMA, and beyond.

The IEM Team utilizes both digital and other outreach formats. Our digital outreach will utilize the Rensselaer County Hazard Mitigation Website, online public participation survey, social media posts, email campaigns, and press releases for a broad community reach. The county website already provides easy access to MJHMP information. Initially, this user-friendly website would present an overview of the project, a project calendar, a link to the community survey, and a "subscribe" feature. Additional information, including meeting invitations, survey results, copies of meeting presentations, and draft documents, would also be available. Public engagement metrics will be maintained and include public meeting attendees. Survey participants, website views, and website subscribers. IEM is also able to provide a [Hazard Mitigation Story Map](#), which would provide a graphical tool for stakeholders and the public to visualize mitigation efforts as they are written and as they progress.

IEM knows how to "take the pulse of the community" by using community surveys, distributing outreach materials, and conducting virtual and in-person meetings. The surveys will engage the public and assess their understanding of their hazard risks and interest in mitigation opportunities. A Digital Town Hall Meeting will also be held during this time that will provide an additional opportunity for the public to learn about their risk, provide feedback, and engage directly with project leaders. The deliverable from this task will be a list of the hazards to be included in the Second Update as well as the rationale for their selection based on broad community input and discussion.

[Multiple surveys](#) are planned, each targeted at a different stakeholder group. The surveys would all start with a project overview, provide a link to the project website, and acknowledge the importance of the survey-takers role in developing the plan. IEM will work with the county to determine which languages are needed. [Non-digital outreach](#) could occur through press releases, notices or articles in local newsletters, scheduled appearances at county and municipal meetings, community liaison meetings, community visits, and one-on-one contacts. This outreach method will best serve any communities that may be removed from urban infrastructure and not have access to traditional digital methods of communication, along with those with limited sight, hearing, and/or learning ability.

**"With persistency and innovation, during our All-Hazards Multi-Jurisdictional All-Hazards Mitigation plan update process, we received more than 1,100 valuable responses from our public survey this year!"**

**- Washington County, Oregon**

### Research and Data Collection

An IEM Hazard Mitigation Plan typically includes multiple pages of references to [existing plans, studies, reports, technical information, and maps](#). This information is integrated throughout the plan to reflect the best available data, current capabilities, and important background information to provide readers with a deeper understanding of the planning area's risk, capabilities, and mitigation actions.

IEM implements a [data collection method](#) that utilizes various resources, including hazard-specific databases and subject matter experts in engineering, hydrology, National Flood Insurance Program (NFIP), benefit-cost analysis, environmental and historic preservation policies, graphic design, modeling, and GIS analysis and mapping products.

**Documentation**

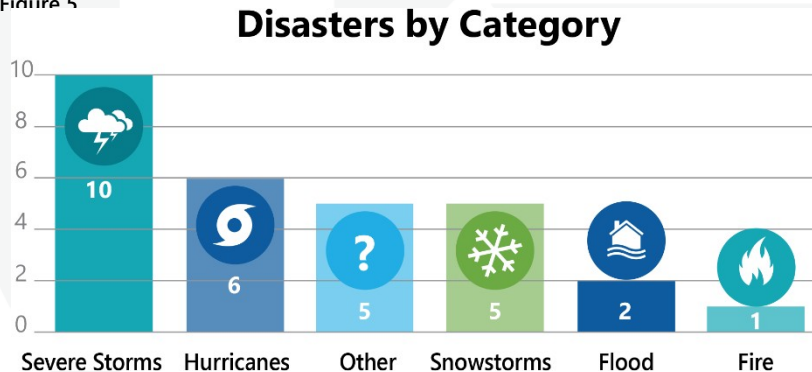
To ensure a commitment to participation in the plan update process. IEM will work with Rensselaer County to develop and obtain signatures on Letters of Commitment for each involved jurisdiction. In addition to documenting existing resources and data, the IEM Team will document all aspects and efforts of the planning process, including input received from the community including the public, stakeholders, and neighboring jurisdictions, invitations, meeting attendance, and other participation will start at the Introduction Meeting and continue through the adoption of the Second Update.

IEM will work with the county in organizing all future meetings, creating agendas, documenting the meeting information, taking notes, and organizing all these documents into an easy-to-use shareable format. IEM utilizes SharePoint and will set up a system to access documents for the Core Planning Team and Jurisdictional Assessment Teams. Guidance memorandums are able to be developed to provide structure and context to the members of each planning team at each initial planning meeting.

**4.0.2 HAZARD IDENTIFICATION AND RISK ASSESSMENT**

**Hazards of Concern**

[Updating the list of Hazards of Concern](#) is a critical part of the Risk Assessment Process. Updating the MJHMP provides an opportunity for Rensselaer County and the participating jurisdictions to revisit the list and rationale for selecting the 2019 list of Hazards of Concern: drought, earthquake, extreme temperature, hurricane/tropical storm, lightning, tornado, wind, flood, landslide, winter storm, ice storm, and wildfire. Early discussions with the county will [review the rationale for previous hazard selection](#) as well as Rensselaer County’s experience with recent hazard events, including the Disaster Declarations illustrated in [Figure 5](#)



**Figure 5: Disaster Declarations Including Rensselaer County**

Since the previous plan update, there have been three federal disaster declarations in Rensselaer County, including two for COVID-19 in 2020 and one for Hurricane Henri in 2021. It is important to analyze hazards beyond those that receive a disaster declaration and consider those which impact the day-to-day life of the community members in Rensselaer County. Many ‘nuisance’ events, such as flash flooding and severe storms, are increasing with the onset of climate change. IEM will lead a systematic review of these hazards, the county’s recent hazard experience, and the hazard list included in the current state plan update in the [Core Planning Team and Jurisdictional Assessment Team Meeting](#) held during this time to develop a draft list of those to be included in the Second Update. Discussions will address the local experience with hazards since the last plan was adopted, hurricanes, landslides, significant floods, extreme temperatures, and invasive pests, the hazards included in the state hazard mitigation plan, community capabilities, hazard events, updated technical information, and local disaster experience.

Once the list of Hazards of Concern is updated, IEM Team will develop profiles of each hazard that will include a discussion of the [hazard location, historical occurrences, extent, impact, and recurrence probability](#) based on historical, scenario, and

exposure analysis; changes in development; topography; and impact of climate change. In addition, each hazard profile will address **cascading impacts** and the effect of **climate change**, and the damage from past hazard events, particularly as it relates to critical facilities. Additionally, the IEM Team will work with the Core Planning Team and Jurisdictional Assessment Team to identify critical facilities and document community capabilities, including community lifelines (Figure 6), that enable the continuous operation of critical government and business functions in a disaster. They are considered the most fundamental services in the community that, when stabilized, enable all other aspects of society to function. The IEM Team will consider the Rensselaer County capabilities and resources integrated into the 2019 plan and whether further integration is possible.

Potential data sources for each hazard profile include technical studies and reports; census and demographic data; historical weather and climate data; and other hazard-specific data from local, state, and federal sources. IEM will also use resources suggested by the Core Planning Team and Jurisdictional Assessment Teams that house institutional and location-specific knowledge.



Figure 6: Categories of FEMA Identified Community Lifelines

**High Hazard Potential Dams**

According to the NYS Department of Environmental Conservation (NYSDEC) Inventory of Dams, there are 97 dams in the county, with ten classified as **High Hazard Potential Dams** (HHPD). Although addressing HHPD was proposed as an optional task, the IEM Team recommends that the county include HHPD in this Second Update. IEM will follow NYSDEC and FEMA guidelines in addressing this hazard. This will allow Rensselaer County to be eligible to receive funding from FEMA for the Rehabilitation of High Hazard Potential Dams (HHPD) Grant Program, which provides federal funding to increase the resilience of high-hazard dams for which current mitigation planning exists. Although HHPDs are listed as Task 9, the timeline for project research, risk assessment, and the development of goals and actions will correspond with the timeline for other hazards of concern. A separate deliverable will also be developed for the county’s use in the form of a specific annex focusing on HHPD and data tables for each participating jurisdiction.

**Risk Assessment**

The risk assessment will include their HAZUS and GIS analyses. Potential resources for information and data similar to that included in the current MJHMP include master plans, open space programs, redevelopment programs, parks, greenways, resiliency plans, or other resources recommended by the county. Loss estimates will come from various resources, such as local tax assessors’ databases, state-maintained GIS databases, the Storm Events Database, and hazard-specific sites. IEM will work closely and cooperatively with the Rensselaer County GIS Team to analyze and update map areas of concern and vulnerability.

For flood-related hazards, IEM will confer with local floodplain managers to identify potentially affected structures, including critical facilities, by type, location in the floodplain, and Repetitive Loss (RL)/Severe Repetitive Loss (SRL) status. FEMA’s Community Status Book indicates that all but one of the participating jurisdictions participate in the NFIP and that none

participate in FEMA’s voluntary Community Rating System (CRS) even though the 2019 MJHMP includes a Mitigation Alternative that reads “Participate in the CRS” in the county and all Jurisdictional Annexes.

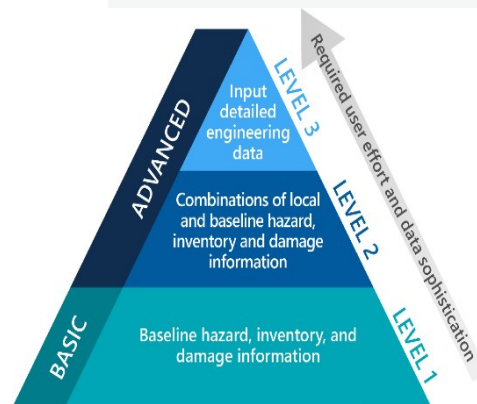
IEM may also assist communities who participate in or are interested in the Community Rating System (CRS), an NFIP voluntary program, to uphold standards above those minimally required to reduce risk and receive a discount on the flood insurance premiums paid by policyholders. Incorporating additional information as outlined in the CRS Coordinator’s Manual in Activity 510 (Floodplain Management Planning) will additionally strengthen the flood hazard profile.

**HAZUS Modeling**

In updating the plan, IEM’s seasoned GIS team will use FEMA HAZUS 6.0 Risk Assessment Tool to estimate damage from the hazards for which there are HAZUS modules. **HAZUS Modules** are available to assess risk from flooding, tsunami, earthquake, and high winds-related hazards. (Figure 7)

The HAZUS software analyzes the effect of the hazards on critical facilities and infrastructure and produces potential damage and loss estimates for all public and privately owned assets.

The GIS team’s use of **Level 2** HAZUS data has been **effective in predicting damage estimations** based on community input provided about hazard locations and structural values. Using historic or scenario- based modeling, we can generate projected economic losses, building damage, and social impacts from historic events.



**Figure 7: HAZUS Modeling**

To develop loss estimates for hazards for which there is no HAZUS module, IEM will coordinate with the county GIS team to research other resources, such as geologic reports, tax assessors’ databases, state-maintained GIS databases, the NCEI Storm Events Database, and other available resources.

The **Risk Assessment** is conducted to help the Core Planning Team and Jurisdictional Assessment Teams identify and analyze the impact of natural hazards that could occur within the planning area over the next five years, which could include extreme cold, extreme heat, flood/flash flood (including dam breaks), sinkholes/karst geology or other physical disturbance, snow/ice/hail, invasive pests, biological hazards, windstorms, and tornadoes. This Assessment will be divided into four phases see Table 4 on the following page.

**Table 4: Phases of the Risk Assessment**

Risk Assessment Phases	Description
Phase 1: Data Collection	Phase 1 will involve the collection of data to identify hazards that may impact the planning area. IEM will use various resources for data collection from local, state, and federal partners, including local development plans, comprehensive plans, transportation plans, hazard impact reports, and resiliency studies.
Phase 2: Hazard Identification	Phase 2 will involve identifying the hazard that could occur within the planning area. More details about hazard identification and profiling are provided following this risk assessment section.
Phase 3: Asset Identification	Phase 3 will identify assets subject to losses or damage by the identified hazards, including physical structures, economy, natural assets, and populations. These assets will be portrayed in a narrative, table, and/or map format, as appropriate.
Phase 4: Loss Estimation	Phase 4 will estimate the potential losses that can result from occurrences of each type of hazard. GIS specialists from IEM and Rensselaer County will produce HAZUS modules and reports to uncover essential risk data for flooding, earthquake, and high winds-related hazards. HAZUS modules are available to assess risk by analyzing the effect of these hazards on critical facilities and infrastructure and producing potential damage and loss estimates for all public and privately owned assets. If HAZUS modules are not available, IEM will use other resources, such as local tax assessors' databases, state-maintained GIS databases, the Storm Events Database, and other available resources, to collect risk data.

Upon completion of these four phases, IEM will lead the Core Planning Team, Jurisdictional Assessment Teams, and other stakeholders through the process of ranking the hazards from least threatening to most threatening. The Core Planning Team will be able to use this prioritized list and risk assessment to keep elected officials and other stakeholders informed, support their decision-making, and inform their mitigation strategy.

IEM will obtain the latest information and data on the hazards to which Rensselaer County is susceptible. Using tools like FEMA's National Risk Index, NOAA's Storm Events Database, the Climate and Economic Justice Screening Tool, and interviews with individuals and stakeholder agencies as necessary will enable IEM and the county to update the risk assessment with the best available data. A description of what data is already available in addition to how this data will be augmented as part of the planning activity proposed. The hazard analysis will describe the sources used to identify hazards, noting any data limitations, and provide an explanation for eliminating any hazards from consideration.

Potential data sources for each hazard profile include technical studies and reports; census and demographic data; historical weather and climate data; and other hazard-specific data from local, state, and federal sources. IEM will also use resources suggested by the Core Planning Team and Jurisdictional Assessment Teams that house institutional and location-specific knowledge.

### 4.0.3 VULNERABILITY ASSESSMENT

The **Vulnerability Assessment** will:

- Identify FEMA Community Lifelines within the planning area by type and hazard area.
- Identify specific critical infrastructure within and adjacent to the planning area.
- Identify historical and cultural assets within the planning area by type and hazard area.
- Provide the most current FEMA Flood Insurance Rate Map, identify community assets within potential flood risk areas, and address all Repetitive Loss (RL) and Severe Repetitive Loss



(SRL) properties, as defined by FEMA.

- Describe land uses and development trends to inform future land use policy and decisions, including growth in proximity to hazard-prone areas.
- Provide the most current demographic data and data on vulnerable populations (including but not limited to ethnic, senior, and special needs)
- Estimate the number and potential loss value of vulnerable facilities and infrastructure using tools such as HAZUS, FEMA claims, County/City Assessor data, and other assessment tools.
- Inform decision-making when identifying infrastructure suitable for long-term and intermediate housing needs.

The **types and numbers of structures, functions, and populations that are subject to losses or damage** by the identified hazards will be described through the use of data previously collected by the NYS Sea Grant, Stony Brook University, NYS Coastal Management Program, Climate NY, Post Sandy Strategic Recovery Reports, visual inspections, relevant reports or databases, discussions with local officials and the public, and surveys conducted by IEM. IEM will include a detailed description of the methodology used in analyzing risks and vulnerabilities to hazards and provide estimated potential dollar losses.

**Factors that increase or decrease vulnerabilities** in the planning area will also be analyzed during the Vulnerability Assessment of the planning process, such as implemented actions, existing policies, climate change, and development trends.

IEM's GIS professionals will obtain or develop digitized floodplain and floodway data, including areas of flooding not included in the Flood Information Rate Maps (FIRMs) and Digital Flood Insurance Maps (DFIRMs). Communities may choose to enforce floodplain management policies in geographic segments not included on the FIRMs as Special Flood Hazard Areas (SFHAs) if there is a documented need to do so and if the language included in the flood reduction ordinance provides the authority for such enforcement. Digital maps can be overlaid with aerial imaging to depict hazard locations and impacted sections of the community. Drainage basins will also be included with a narrative describing the drainage area and flow direction using USGS maps. All maps will be developed using the best available data, including local data that may have been gathered since the development of the most recent FEMA FIRMs.

IEM will work with NYSDEC and Rensselaer County to reaffirm the commitment to participate in the National Flood Insurance Program (NFIP) and continue the cooperative effort for maintaining Community Assistance Visits (CAVs) in areas where it is required. Floodplain management plans and procedures will be reviewed for consistency with mitigation planning efforts, and any identified capabilities will be listed.

To mitigate the negative effects of **climate change**, there will be an in-depth discussion of how climate change is projected to affect the intensity and occurrence of future hazard events. The impact of climate change on the health, agriculture, water resources, energy, and coastal areas (overall quality of life) in the county will be addressed for 10- year, 30-year, and 50-year timeframes in this plan update.

**Changes in development** that will be described include information from each jurisdiction about:

- Recent building development not identified in the last plan that is in a hazard-prone area or used sub- standard building methods.
- Future planned developments that could impact future community risks.

#### Disaster-Related Housing Options, Shelters, and Evacuation Routes

Rensselaer County has noted the need to address the housing options, which must be available for relocating displaced residents to maintain post-disaster social and economic stability as well as shelters and evacuation routes. IEM will work closely with the Rensselaer County Bureau of Public Safety, Rensselaer County Planning Department, and Rensselaer County Health Department to re-evaluate, determine, and document where viable housing locations exist, how they were determined to be viable and identify ways in which these locations can remain viable in the future. We will also meet with the

county and review the Rensselaer Comprehensive Emergency Management Plan (CEMP) to help determine best practices to incorporate sheltering and evacuation needs into the Second Update.

#### 4.0.4 CAPABILITY ASSESSMENT AND RESOURCE INTEGRATION

IEM will evaluate each jurisdiction's local regulatory, administrative, technical, and fiscal capabilities by conducting a thorough [Capability Assessment](#). Besides supporting the Vulnerability Assessment by identifying gaps in coverage, the Capability Assessment is also a tool that will guide the development of the mitigation strategy.

IEM will work with Rensselaer County to re-visit the list of plans and resources identified in the 2019 MJHMP and determine whether any additional documents or tools have been developed since previous plan approval, including plans and resources from federal to state and local levels of government. The review of this list will serve a twofold purpose, by determining what should be directly integrated into the Second Update, while also taking an inventory of what capabilities are available within each participating jurisdiction.

IEM has developed a [Capability Assessment Tool](#), which will document what resources are available or missing from the planning and regulatory, administrative, technical, financial, education, and outreach sectors. This tool asks the following of several dozen types of planning initiatives:

- Does the plan address natural hazards?
- Does the plan identify projects to include in the mitigation strategy?
- Can the plan be used to implement mitigation actions?

These questions are tailored to be specific to each type of planning mechanism and will assist in identifying the current NFIP-related capabilities within the county.

Rensselaer County sits on the edge of several large rivers with significant floodplain acreage. While this limits future development, it provides an opportunity to reduce or eliminate the risk of flooding. The county maintains up-to-date FIRM and DFIRMs that provide a foundation to assess where resources are needed to alleviate these issues and demonstrate cooperation between organizations to locate these areas of risk for planning efforts. To this end, the [NFIP Assessment Tool](#) will provide a framework to determine where and what specifically these assets are.

##### Problem Statements

Problem statements can be used to summarize the risk assessment and be a bridge to the mitigation strategy, where the planning team selects activities that help address the risks. Analysis of impacts and losses will allow the planning teams to identify which critical facilities are located in the identified hazard areas, the neighborhood that has experienced the most flood damage in the past, or which hazard-prone areas are zoned for future development. This type of information about the issues of greatest concern can be summarized as problem statements.

#### 4.0.5 MITIGATION STRATEGY, ACTIONS, AND PLAN INTEGRATION

IEM will collaborate with the county, the Core Planning Team, the Jurisdictional Assessment Teams, and other stakeholders to create the Mitigation Strategy in nine steps (Figure 8).



**Figure 8- Steps to Develop the Mitigation Strategy**

**Confirm/Update Current Mitigation Goals**

Under IEM's guidance, the Core Planning Team and Jurisdictional Assessment Teams will evaluate the four **Mitigation Goals** listed below and the actions identified in the previous plan to determine if they represent community priorities today. The potential impact of events and circumstances within the previous five years will be included in that discussion. And they will also address the status of the action items, which have been completed, which may no longer be necessary, and which will be continued in the future.

- **Goal 1: Increase Public Awareness.** Promote and sustain disaster-resilient communities by increasing the awareness of hazard risks within the Whole Community (general public, county government, local governments, and key stakeholders) and how these risks can be mitigated.
- **Goal 2: Improve Capabilities.** Enhance and support the capacity and capability of the county and its communities to prepare for, respond to, and recover from disasters and ensure continuity of operations.
- **Goal 3: Protect Existing Assets.** Reduce the potential dangers and losses caused by hazards that pose a significant risk to Rensselaer County by implementing hazard mitigation initiatives that will protect people and property in harm's way (structures, infrastructure, and critical facilities) during future hazard events.
- **Goal 4: Promote Resilient New Development.** Promote mitigation actions and construction and design techniques that will minimize or eliminate potential impacts of natural hazards

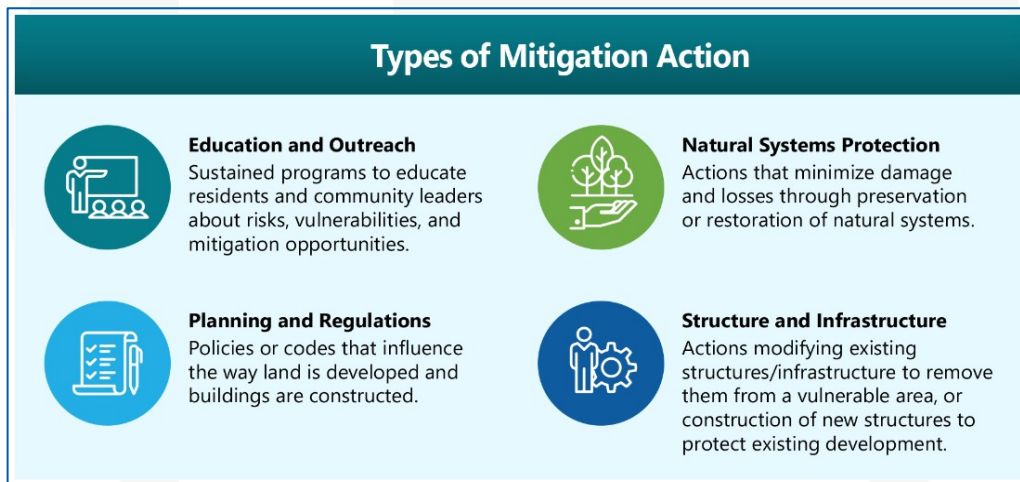
at sites where new development is taking place or existing development is being expanded.

IEM will encourage collaboration in evaluating and updating these goals to reflect current risks and any shifts in priorities, as applicable. This will serve as an important discussion to determine if events and circumstances within the previous five years have caused any disruption to the planned environment and how each team member plays a part in addressing these new priorities.

**Mitigation Strategy & Actions**

General descriptions of the four types of Mitigation Actions have presented in Figure 9. The 2019 plan includes all four types of Mitigation Actions.

Results of the risk and capability assessments will be used to develop the county’s **hazard mitigation strategy**. The Hazard Mitigation Strategy is the heart of the plan, a blueprint for breaking the disaster damage and recovery cycle. It should be risk-based and capabilities-informed and will include mitigation goals and an action plan that focuses on reducing risks from the identified natural hazards. The strategy will be developed by IEM with significant input from the Core Planning Team and Jurisdictional Assessment Teams and be available for public review, discussion, and approval via meetings, social media outlets, press releases, and postings on the Rensselaer County website.



**Figure 9: Types of Mitigation Actions**

Mitigation Actions are often the initial element completed in developing **Mitigation Action Worksheets**. Grouping into types facilitates the prioritizing process. In addition to working with stakeholders to develop the action plan, which includes important information about each proposed project, such as who will lead it as well as potential timeframes and funding sources,

The IEM Team will utilize these worksheets in accordance with NYS DHSES State Standard 7 for at least the two highest priority actions in each community. These worksheets will enable county and municipal leaders to collect important information about each proposed mitigation action to have a clear starting point for developing a hazard mitigation grant application. Items covered include a detailed description of the action, a cost-benefit analysis, a plan for implementation, and two alternative actions. When a participant is ready to begin the grant application process for a mitigation project, a significant portion of the required information will have already been compiled, making the application process more

streamlined. These worksheets for hazard mitigation grant program funding are an especially valuable tool for participants that have a small staff, promoting equity in the grant application process.

**Prioritizing Mitigation Actions**

After a list of mitigation actions has been developed, IEM will support the Core Planning Team and Jurisdictional Assessment Teams in evaluating and prioritizing them. One example approach to a prioritization method is known as the STAPLEE method, which includes Social, Technical, Administrative, Political, Legal, Economic, and Environmental considerations for each proposed mitigation project (Figure 10). This approach, which provides plan participants with a solid basis for ranking their mitigation projects, is based on a review of each action to determine its cost-effectiveness, technical feasibility, economic benefits, environmental impacts, social feasibility, community acceptance, staffing, and funding, legal and political support, and maintenance needs.

<b>S</b>	<b>SOCIAL</b> The public must support the overall implementation strategy and specific mitigation actions and the mitigation actions are evaluated in terms of community acceptance.
<b>T</b>	<b>TECHNICAL</b> It is important to determine if the proposed action is technically feasible, will help to reduce losses in the long term, and has minimal secondary impacts. This category evaluates whether the alternative action is a whole or partial solution, or not a solution at all.
<b>A</b>	<b>ADMINISTRATIVE</b> This category examines the anticipated staffing, funding, and maintenance requirements for the mitigation actions to determine if the jurisdiction has the personnel and administrative capabilities to implement the actions or whether outside help will be necessary.
<b>P</b>	<b>POLITICAL</b> This considers the level of political support for the mitigation activities and programs.
<b>L</b>	<b>LEGAL</b> Whether the jurisdiction has the legal authority to implement the actions, or whether the jurisdiction must pass new laws or regulations, is important in determining how the mitigation action can be best carried out.
<b>E</b>	<b>ECONOMIC</b> Economic considerations must include evaluation of the present economic base and projected growth. Cost-effective mitigation actions that can be funded in current or up-coming budget cycles are more likely to be implemented than actions requiring general obligation bonds or other instruments that would incur long-term debt to a community.
<b>E</b>	<b>ENVIRONMENTAL</b> Impact on the environment is an important consideration because of public desire for sustainable and environmentally healthy communities. Also, statutory considerations, such as the National Environmental Policy Act (NEPA), need to be kept in mind when using federal funds.

**Figure 10: STAPLEE method**

**Integrating Hazard Mitigation into Other Plans and Routine Decision-Making**

FEMA states, “Mitigation is most effective when it is part of other community planning processes, regulations, and policies.” Often, people think of mitigation only after disaster strikes. Communities that take mitigation into account as they plan for new development and improvements will be better positioned to reduce their risk and adapt to changing conditions. This task proposes a holistic approach to mitigation. The IEM Team will review local regulations and other planning efforts to identify opportunities that could benefit the MJHMP and that could integrate information from the final HMP, such as:

- Pre- or post-disaster recovery strategies, preparedness, or response plans, including disaster recovery plans to protect local cultural, artistic, and historic resources.
- Comprehensive (e.g., land use or master) plans.
- Zoning and other development-related regulations

- Capital improvement or economic development plans.
- Resource management/conservation (e.g., stormwater, open space) plans.
- Other long-term community planning initiatives (e.g., transportation, housing, recreation, landmark and heritage, redevelopment, drought, and/or wildfire).

Rensselaer County has already made significant progress in integrating its hazard mitigation efforts into other types of planning across the county, including comprehensive zoning, stormwater management, and emergency response plans. IEM will assist the county in revisiting this list of integral plans and determine if there are others that can be included or if any should be altered or removed for any reason.



Deliverables	Total Cost	
Organize the Planning Effort	\$	15,641.72
Hazard Identification & Risk Assessment	\$	27,993.72
Vulnerability Assessment	\$	20,072.00
Capability Assessment & Resource Integration	\$	19,128.00
Mitigation Strategy, Actions, and Plan Integration	\$	21,597.72
Implementation and Plan Maintenance	\$	10,486.00
Draft Plan	\$	19,852.00
Plan Adoption	\$	2,682.00
<b>Total Estimated Cost</b>	<b>\$</b>	<b>137,453.16</b>

Optional Deliverables	Total Cost	
HHPD 1 - Planning Process	\$	6,424.00
HHPD 2 - Risk Assessment	\$	9,124.00
HHPD 3 - Mitigation Goals	\$	6,748.00
HHPD 4 - Actions to Reduce Vulnerabilities	\$	7,024.00
<b>Total Estimated Cost</b>	<b>\$</b>	<b>29,320.00</b>

# LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  P Resolution: \_\_\_\_\_

Title of Legislation: Resolution authorizing and agreement Innovative Emergency Managemnt Inc

Requested by: Jay Wilson

Sponsor(s): \_\_\_\_\_

## FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: ) \$ 166,773.16 current year  
\$ \_\_\_\_\_ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): tax levy
  - a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - b) For state funding: amount \$ 166,773.16 and length of time state funding is available until 12/31/2023 HMGP2023.04900 Is it available for ongoing expenses? Yes XX or No \_\_\_\_\_
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  - d) Tax levy impact for current year \$ \_\_\_\_\_ and ongoing \$ 0.00
  - e) Other (please explain) \$ \_\_\_\_\_
- 3) Is this expense or program mandated? Yes X No
- 4) Length of expense or project (one time only, ongoing, etc.): On Going
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The request is to authorize and agreement with Innovative Emergency Management, Inc for “FY 2022” HMGP RFP Selection acknowledgement & reasoning documents for acceptance.

Department Head

\_\_\_\_\_



# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date September 12, 2023

Resolution No. G/2

## RESOLUTION AUTHORIZING AN AGREEMENT FOR CAD SYSTEM SUPPORT - BUREAU OF PUBLIC SAFETY

**WHEREAS,** This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS,** The Rensselaer County Bureau of Public Safety seeks legislative authorization to renew an agreement for NetPulse Advanced CAD with on-site 8 hours per week support utilizing funding from the New York State Division of Homeland Security and Emergency Services; and

**WHEREAS,** The Bureau of Public Safety has budgeted the necessary funds in appropriation code A.3640.04420.SHS.2022.04420 Maintenance at a cost not to exceed \$69,552.00; and

**WHEREAS,** The purchase is in accordance with the Rensselaer County purchasing and procedures and is funded with appropriation codes A.3640.04420.SHS.2022.04420 \$43,081.00 and A.3020.04420.CAD for \$26,471.00 and the name and address of the contracting party is as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Network	Mission	A.3020.04420.CAD	\$26,471.00
Monitoring	Critical	A.3640.SHS.2022.04420	\$43,081.00
06/01/2023-	Partners		<b>\$69,552.00</b>
07/01/2024	690 Grays Wood Blvd Port Matilada, PA 16870		

; now, therefore, be it

**RESOLVED**, That the Rensselaer County Executive or his designee is authorized to enter into the above referenced agreement, subject to the approval as form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 12, 2023

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Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

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Clerk of the Legislature



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Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

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County Executive





Proposal

# Mission-Critical NetPulse<sup>®</sup> Support Services

*June 1, 2023*

**Rensselaer County, New York  
Bureau of Public Safety**



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# Introduction Letter

June 1, 2023

John Mainello  
Communications Center Supervisor  
Rensselaer County Bureau of Public Safety  
400 Main Street  
Troy, NY 12180

Re: Mission-Critical NetPulse® Advanced CAD with On-Site Support, Secure Monitoring

Dear Mr. Mainello:

Mission Critical Partners, LLC (MCP) is pleased to provide the Rensselaer County, New York (County) Bureau of Public Safety a letter proposal for the continuation of monitoring, technical support services, on-site computer-aided dispatch (CAD), and records management system (RMS) network support for the period ending June 30, 2024. This 12-month agreement will renew effective July 1, 2023.

This comprehensive umbrella NetPulse Advanced monitoring program includes:

- Proactive System and CAD Network Monitoring: Dynamic monitoring to detect and resolve issues before they cause failures, including the detection of performance issues
- Proactive cybersecurity monitoring for the CAD/RMS network.
- Help Desk: 24 hours a day, seven days a week (24 x 7) for critical matters
- On-site Support Services for eight hours per week
- Special Services: Special projects and support requirements are possible and will be reviewed and quoted with the County's input. Pricing and a detailed scope of work (SOW) will be provided to Rensselaer County where appropriate on a case-by-case basis

Several factors make MCP well-qualified to ensure the success of the Rensselaer County and overall Capital District CAD system and on-site support services, such as:

- Dedication to Public Safety: We specialize in support services for high-availability, high-performance and high-reliability mission-critical systems, such as 911 systems.
- Holistic Monitoring: Ability to monitor your entire CAD network holistically, including your CAD/RMS routers, servers, and other infrastructure.
- Track Record: Our clients will attest that our services are invaluable and that we are extremely reliable and responsive to their needs.
- Security: We understand security needs, including those related to Criminal Justice Information Services (CJIS) policies.

Your service program manager for this effort will be Pat Cronin. His contact information is as follows:

Pat Cronin, Regional Service Manager  
Mission Critical Partners, LLC  
690 Grays Woods Blvd.  
Port Matilda, PA 16870

Cell: 814.404.6933  
Office: 814.470.8896  
Email: [PatCronin@MissionCriticalPartners.com](mailto:PatCronin@MissionCriticalPartners.com)

Phil Sisk will serve as the point of contact for this proposal response. If you have any questions or require additional information, Phil may be contacted at 401.443.6025 (cell) or via email at [PhillipSisk@MissionCriticalPartners.com](mailto:PhillipSisk@MissionCriticalPartners.com).

I am the authorized representative signing and submitting this proposal. On behalf of our entire team, we stand behind Rensselaer County to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC

A handwritten signature in black ink, appearing to read "Kevin P. Bresnahan", with a long horizontal line extending to the right.

Kevin P. Bresnahan, President  
Lifecycle Management Services Division

# Scope of Work

## Phase 1: Mission-Critical NetPulse Advanced CAD

The NetPulse Advanced CAD program includes a comprehensive set of services:

- Maintain user guide – including contact information and help desk instructions
- Provide a help desk to answer your questions, provide advice, and solve problems
- Dynamically collect status information
- Set thresholds for alerts
- Monitor the status of systems and networks (see below for details)
- Respond to tickets when something needs attention
- Assist with the CAD and RMS operating system and application updates
- Analyze and report on conditions – provide monthly reports on routine matters and immediate reports on critical conditions and provide a dashboard view of activity, tickets, resolution, etc.
- Provide recommendations to keep systems and networks functioning properly
- Serve as an advocate for the agency when dealing with multiple support providers

### Task 1.1: Systems and Network Monitoring

NetPulse Advanced CAD monitoring utilizes a server to collect and transmit data to the Mission Critical Partners network operations center (NOC). The following are representative of the conditions monitored:

#### *Server Monitoring*

- Virtual environments
- Disk utilization
- Print queues
- Event logs
- Backup logs
- Processor and memory utilization
- Services
- Error reports
- Time sync
- Logs for high availability disk arrays

#### *Network Monitoring*

- Device status (up/down)
- Packet loss to device
- Memory utilization
- Average response time (ping) to device
- Processor utilization
- Port utilization

#### *Application Monitoring*

- CAD/RMS process status
- CAD/RMS service status
- Log files

In summary, MCP monitors the environment and engages as soon as a detected issue requires attention.



## Task 1.2: Problem Resolution for CAD/RMS

As issues are identified, MCP's services team follows a triage model, working along with your staff, to isolate the matter into one or more of the following categories:

- Application
- Storage
- Network
- Hardware
- Database
- Remote systems and interfaces
- Server
- Virtualization

Once the issue is assessed, MCP will resolve the issue or engage your staff and the other parties involved. We will monitor the status until the matter has been resolved.

## Task 1.3: Communications and Reporting

Critical issues and conditions are communicated to the agency immediately. The other monitoring results are reported monthly, at a minimum. The monthly reports include the following:

- All issues detected
- Summary of tickets created
- Link to a customized dashboard
- Corrective actions taken
- Review of system performance and utilization
- Required site actions

In addition to these communications, MCP assists in organizing monthly status calls attended by a wide range of stakeholders, including management representatives, the primary users within the agency, the applications provider, information technology (IT) support personnel, and others.

## Task 1.4: Help Desk

NetPulse Advanced monitoring includes a comprehensive telephone support desk for reporting issues, requesting services, solving routine matters, and answering questions during normal working hours, Monday – Friday, 8 a.m. – 5 p.m. Eastern Time, excluding holidays. The help desk and support are available 24x7x365 for critical matters.

### *Agency Support and Facilities*

The following are needed for MCP to monitor and perform troubleshooting triage of the systems and network:

- Remote access to the site using a virtual private network (VPN) or other secure access facilities.
- A server to support monitoring – can be a virtual machine.
- Ability to send email alerts and reports from the monitoring system to MCP.
- Agency contact to assist in coordinating support services.
- On-site assistance during triage and other problem-solving activities.

## Task 1.5: Premium On-Site Service

Mission Critical Partners recognizes that the associated network administrator responsibilities can be aided and supported with a dedicated on-site technical support resource to support and administer the CAD and RMS server hardware. The up to 16 hours per week of technical on-site network support services and SOW include:

- Support, configure, and maintain the Capital District's networks and networking hardware (see Appendix A for the full list of supported hardware).
- Identify and aid in the deployment of updates as needed.

- Support and administer CAD/RMS routing device configurations.
- Aid in ensuring CAD/RMS network security and connectivity.
- Monitor CAD/RMS network performance and monitor for faults and incidents.
- Facilitate access controls for CAD/RMS routing hardware.
- Resolve problems reported by end-users on the CAD/RMS-supported hardware.
- Aid in defining CAD/RMS network policies and procedures.
- Specify CAD/RMS network system requirements and design solutions.
- Support research and make recommendations regarding CAD/RMS network architecture.
- During the planned on-site support schedule, as needed, support for workstation issues and software updates will be provided within the proposed 8 hours per week total on-site schedule.

## Phase 2: Mission-Critical NetPulse Secure

Networks across the globe are constantly under attack by sophisticated and organized bad actors. These criminals are trying to disrupt your environment with ransomware, Distributed Denial of Service (DDoS), viruses, trojans, etc. Having certified security analysts review system activity and events looking for patterns, and abnormal behaviors can be the difference between avoiding a security incident and suffering from a crippling attack.

*It is critical that your systems are being monitored for potentially malicious activity every moment.*

**MCP leverages a managed detection and response (MDR) solution along with a 24x7 security operations center (SOC) to provide around-the-clock event detection, threat hunting, and alerting services.** MCP's MDR solution uses a simple endpoint agent deployment along with live network and asset visibility to visualize alerts and hunt threats in real time. Our MDR solution detects and stops cyber-criminals before they can complete their objective by alerting them to privileged user activity or lateral spread, giving us the ability to detain an infected asset before they complete their mission.

**Our SOC is staffed 24x7 with expert analysts who will monitor your environment every hour of every day, taking action when necessary to stop threats.** The operations center is Criminal Justice Information System (CJIS) ready—ensuring that your logs and data are protected by a team of highly trained experts using best-in-class security practices.

The platform uses a combination of top-notch MDR analysts who are former US intelligence cyber experts with real-world experience and the best tools to identify potential threats. While hunting for potential threats and incursions, MCP leverages the collective, shared intelligence of many different cybersecurity organizations in the public and private sectors, including the Department of Homeland Security. Of course, your organization's information always remains confidential.

### Task 2.1: Prepare for MDR Deployment

MCP will work with the client to gather critical information prior to agent deployment.

1. MCP will work with and guide the County on setting up emergency contact profiles for the SOC to use for critical alerts.
2. MCP will provide a download link specific to the client for the purposes of deploying the agent.
3. MCP will work with the County to fill out the SOC playbook for each device to be monitored.

4. The County will install the MDR agent on the in-scope endpoints to be monitored.

## Task 2.2: Go Live with SOC and Dashboard Access

1. Provide access to the cybersecurity dashboard for specific County personnel to allow a general overview of all alerts, alarms, and SOC ticket management.
2. Schedule a go-live date to begin notifications to County personnel and MCP's support team for incident response.
3. MCP will provide functional reviews bi-weekly, via conference calls, with the County through the initial 45-day burn-in period. The County is required to provide access to the appropriate personnel receiving these security alerts during the burn-in period to ensure the County's alerting is appropriately customized to meet the County's expectations.

## Task 2.3: Dark Web ID Monitoring

The NetPulse Secure offering also includes our Dark Web ID credential monitoring, which detects compromised credentials in real-time on the Dark Web and notifies you immediately when these critical assets are compromised before they can be used for identity theft, data breaches or other crimes. Digital credentials such as usernames and passwords connect you and your employees to critical business applications and online services. Unfortunately, criminals know this—and that's why digital credentials are among the most valuable assets found on the Dark Web.

1. The County will provide domain addresses for monitoring (e.g., @acme.org).
2. MCP will provision dark web monitoring for up to two County web domains.
3. MCP will set up alerting and reporting each domain to designated County contacts.
4. MCP will provision portal access to designated County personnel to manage monitoring alerts.

## Task 2.4: Password Management

MCP's secure password management platform gives agencies a robust and mobile-friendly platform to store, create, and maintain sensitive agency passwords easily. Our password management app provides an audit trail, revision history, and granular access control. Ultimately, you can remove the risks associated with poor password management with this additional service at no extra cost and still gain all the security and value it brings.

1. The County will provide MCP with user email addresses to begin enrollment.
2. Access to the MCP password management tool will be granted to the designated County contacts.
3. MCP will provide up to two one-hour training sessions remotely to educate the County on using the password management tool.
4. MCP will support the tool and facilitate additions/changes of County users as requested.
5. The County may choose up to two users as administrators if desired.

## Task 2.5: Multi-Factor Authentication

Our clients rely on various tools to manage sensitive personal information and provide essential community services, and they need security that can keep up. MCP offers multi-factor authentication services. Our service protects against threats like credential phishing and ransomware attacks by preventing unauthorized access to

cloud-based and on-premises applications from any device—so government agencies can easily meet compliance requirements and spend more time serving their communities instead of managing complex IT environments.

1. MCP will work with the County to determine which service, systems, or appliance should be protected.
2. The County and MCP will determine the best user enrollment method and configure policy and controls.
3. MCP will configure the multi-factor authentication service to provision the solution in collaboration with the County.
4. A testing period will then be determined, and a pilot will be conducted to ensure optimal operation.
5. MCP will collaborate with the County to build end-user education and communications materials.
6. MCP will provide administrator training remotely for up to four hours total.
7. Post-deployment, MCP will provide solution support and maintenance for the contract term.

## Project Team

MCP recognizes that as an independent solutions provider, our corporate capabilities depend directly on the qualifications and experience of our staff. A multifaceted project such as this requires different areas of expertise and knowledge—typically more than any one or two individuals can bring—because different areas of expertise often are needed at various project stages. MCP has assembled one of the country's most experienced and knowledgeable teams.

### **Phil Sisk, ENP, Business Development Manager**

*Client Manager*

With Phil's experience working in the vendor community, he brings a range of skills combined with a leadership style that focuses on collaboration and communication. His experience includes managing over 100 data conversion projects for CAD and RMS and overseeing the development of numerous interfaces for CAD and RMS to state-level systems. He has engaged in over 200 CAD, RMS and Mobile implementations in 20 states. He has been involved in data-sharing projects that allowed over 350 agencies to share RMS data with other agencies in their state. As a business development and client services manager at MCP, he remains committed to exceeding client expectations.

### **Pat Cronin, Regional Service Manager**

*Service Program Manager*

Pat brings more than 24 years of experience in the public safety community. His expertise involves CAD implementation, consolidation, IT network infrastructure and Voice over Internet Protocol (VoIP) support. Pat has been a Senior IT Project Manager for implementing a technology infrastructure upgrade for an eight-county CAD installation and migration. He has also served as a Senior Technology Specialist and a Technology Advisor supporting network infrastructure and service tickets.

### **Michael Moloney, MCSA, Network Technician**

*Technical Lead*

Michael is a Microsoft Certified System Administrator (MCSA) with years of extensive network technical experience in the IT field, emphasizing network administration and PC support. His background includes remote access technology, system upgrades and hardware installations on servers and workstations. Michael is an excellent problem solver with strong communication and interpersonal skills. He is a skilled supervisor, manager, and former military professional who successfully builds strategic partnerships and alliances, leading groups effectively and spearheading business relationships to achieve beneficial outcomes.

### **Colby Rooker, Senior IT Network Technician**

#### *Network Infrastructure*

Colby is a network professional who uses his technical skills in network analysis for Windows, Linux, OSX, SQL and Java to document, support, implement and manage multiple systems. He has held various positions that have sharpened his technical skills to help mission-critical agencies achieve their desired results successfully.

### **Jason Franks, Cybersecurity Analyst**

#### *Cybersecurity SME*

Jason is an energetic, results-driven, customer-focused professional with an innovative hands-on management style. He has exceptional accomplishments in planning, technical administration and execution across multiple domains. Jason has proven technical, analytical and leadership abilities. In addition, he has strong customer skills with a keen sense for analyzing business and operational needs, then designing creative solutions to merge them.

### **Steven Badgio, Vice President and Director of Service Delivery Operations**

#### *Service Delivery*

Steve is a highly accomplished professional with national and international project management experience. He uses his combined knowledge of business and telecommunications to drive projects to completion while building relationships and contributing to project success. Steve is well-versed in software implementation, contract management, software conversions, customer relationship management (CRM) implementation, business analysis, billing operations, project management and wireless service billing/mediation.

### **Kevin Bresnahan, President of Lifecycle Management Services Division**

#### *Customer Advocacy and Quality Assurance*

Kevin brings over 34 years of engineering, operations, global technical support, implementations, project management and product support experience. He will provide the customer advocacy and quality assurance (QA) overview, review of all deliverables, and additional project management support to the project and client managers. Kevin has demonstrated leadership, business analysis, and consulting to deliver strategic product and technology solutions. Kevin possesses a diverse background in managing a complex organization with strategically critical responsibilities spread over numerous projects and has successfully launched new software and hardware products from concept to delivery.

# Project Pricing

Rensselaer County agrees to renew the NetPulse Advanced Secure monitoring with CAD On-Site services described in the above scope of work from July 1, 2023, through June 30, 2024, for a **total fee of \$97,552**, including expenses. This total fee pricing includes NetPulse Advanced Secure Monitoring with **8 hours per week** CAD On-Site.

Our ultimate goal is to make this project successful for Rensselaer County. Therefore, we have included pricing for NetPulse Advanced Secure Monitoring with **16 hours per week** CAD On-Site for a **total fee of \$138,352**. Pricing breakdown tables are provided below.

MCP will invoice Rensselaer County in advance for twelve (12) months of coverage. Payment terms are net 30 days from the date of invoice. Rensselaer County does have the option to be invoiced monthly.

Table 1: NetPulse Advanced Secure Monitoring with **8 hours per week CAD On-Site** Bundle Fee Schedule

Description of Service	Monthly Fee	Invoice Schedule	Fee
NetPulse Advanced CAD with on-site 8 hours per week	\$5,796	Monthly or Annually	\$69,552
NetPulse Secure Monitoring	\$2,333	Monthly or Annually	\$28,000
<b>Total</b>			<b>\$97,552</b>

**\*Years 2 – 3 would increase by 3% over the prior year’s fee annually**

Table 2: NetPulse Advanced Secure Monitoring with **16 hours per week CAD On-Site** Bundle Fee Schedule

Description of Service	Monthly Fee	Invoice Schedule	Fee
NetPulse Advanced CAD with on-site 16 hours per week	\$9,196	Monthly or Annually	\$110,352
NetPulse Secure Monitoring	\$2,333	Monthly or Annually	\$28,000
<b>Total</b>			<b>\$138,352</b>

**\*Years 2 – 3 would increase by 3% over the prior year’s fee annually**

Mission Critical Partners is pleased to offer this proposal under PBITS (Project Based Information Technology Consulting Services). The contract number for this New York contract vehicle is PB034AA.

Rensselaer County reserves the right to add additional services that would be performed based on the then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from Rensselaer County.

## Assumptions

- The costs presented in this proposal will remain valid until June 30, 2023.
- To the extent that MCP can support cyberattack restoration, a separate time and materials agreement will be required at the time of the support request.
- Price includes up to 40 MFA licenses provided in the price.
- Price includes up to 1 site provided in the price for dark web scan.
- Price includes workstation support as described within the proposal during on-site resource visits unless otherwise arranged in advance.
- Price includes monitoring of Cohesity on-prem backup device.

## Agreed to and Accepted

Mission Critical Partners is prepared to execute this scope of work upon notification from Rensselaer County as evidenced by authorization to proceed via signature below or receipt of a purchase order. MCP will schedule our support implementation promptly upon notification.

Rensselaer County, New York  
Bureau of Public Safety

Mission Critical Partners, LLC

\_\_\_\_\_

Name: John Mainello

Title: Communications Center Supervisor

Date: \_\_\_\_\_



Name: Kevin P. Bresnahan

Title: President, Lifecycle Management Services Division

Date: June 1, 2023

# Exhibit 1: Equipment List

Servers				Storage	
CDPSVMCERT02	VM		SCSOVMMOB01	VM	SCSOVNX
CDPSVMDC02	VM		SCSOVMPPC01	VM	SCSOSVDD
CDPSVMELAS01	VM		SCSOVMPRX01	VM	<b>Network Equipment</b>
CDPSVMMGR01	VM		SCSOVMSQL01	VM	SCSO-9K-A
CDPSVMRCI01	VM		SCSOVMVEEAM01	VM	SCSO-9K-B
CDPSVMRCI03	VM		SCSOVMWDS01	VM	SCSO-ACCESS-SW (x2 stacked)
CDPSVMRIIS01	VM		SCSOVMWEB01	VM	SCSO-ACCESS2-SW (x2 stacked)
CDPSVMINT01	VM		SCSOVMZVM01	VM	SCSO-WAN-SW (x2 stacked)
CDPSVMRPT01	VM		SCSOVMHOST01	Physical	SCSORTFTG01
CDPSVMRWI01	VM		SCSOVMHOST02	Physical	SCSORTFTG02
SCSOSVMGMT01	Physical		SCSOVMHOST03	Physical	SCSODRRTFTG
SCSOVMALI01	VM		SCSOVMHOST04	Physical	FGT60D4Q16030721
SCSOVMCAD01	VM				



## Exhibit 2: Roles and Responsibilities

The following matrices document the roles and responsibilities for the managed services outlined in the scope of work. The responsibilities for each item will be documented according to the standard RASCI format using the below table for reference.

### RASCI Definitions

Code	Role	Description
<b>R</b>	Responsible	The party who performs the work.
<b>A</b>	Accountable	The party ultimately accountable for the work or decision being made.
<b>S</b>	Support	The party who will provide support and assistance to the Responsible party.
<b>C</b>	Consulted	Anyone who must be consulted prior to a decision being made and/or the task being completed.
<b>I</b>	Informed	Anyone who must be informed when a decision is made or work is completed.

### Support Services

Description	MCP	Client	NetPulse Advanced CAD	NetPulse Secure
<b>Mission Critical Partners Help Desk</b>				
Configure authorized client users in MCP Service Ticket System	R/A	C	X	X
Provide access to Service Ticket System for authorized client users	R/A	C	X	X
Provide incident alerts	R/A	C	X	X
Provide responses to incidents	R/A	C	X	X
Provide acceptable resolutions and/or workarounds	R/A	C	X	
Manage ticket ownership, progress, and related communications	R/A	I	X	X
Ensure status updates are provided in a timely manner	I	R/A	X	X
Ensures tickets are closed when work is complete	R/A	I	X	X
Ensure Root Cause Analysis (“RCA”) is completed	R/A	C	X	

Description	MCP	Client	NetPulse Advanced CAD	NetPulse Secure
<b>Mission Critical Partners Help Desk</b>				
Open and manage conference bridges, as needed, for critical severity Incidents	R/A	I	X	X
Manage ticket escalations	R/A	I	X	X
Perform triage and resolution of Incidents	R/A	I	X	
Investigate incidents in regard to the environment and/or infrastructure	R/A	C/I	X	
Provide acceptable resolutions and/or workarounds	R/A	C	X	
Manage MCP provided configuration	R/A	C/I	X	X

*IT Infrastructure Management*

Description	MCP	Client	NetPulse Advanced CAD	NetPulse Secure
<b>General Infrastructure Management</b>				
Delivery of agreed-upon infrastructure components	R/A	I	X	
Monitor hardware: physical attributes	R/A	I	X	
Monitor and manage hardware resources: central processing unit (CPU), memory, etc.	R/A	I	X	
<b>User Administration</b>				
Applications (Auvik, Skout, Dashboards)	R/A	S	X	X

*Application Management*

Description	MCP	Client	NetPulse Advanced CAD	NetPulse Secure
<b>Application Management and Monitoring/Monthly Reporting</b>				
Create template report	R/A	A/C	X	
Gather metric data each month	R/A		X	X

Description	MCP	Client	NetPulse Advanced CAD	NetPulse Secure
<b>Application Management and Monitoring/Monthly Reporting</b>				
Validate all data for accuracy (e.g., outage times, calculations, etc.)	R/A	A	X	X
Compile metrics into monthly operations report	R/A		X	X
Distribute operations reports and deliver to the client no later than the 15 <sup>th</sup> of every month and/or provide access to the dashboard	R/A	A	X	
Schedule monthly operations review meeting	R/A	A	X	X
Present monthly operation performance report and address any issues/concerns raised	R/A	A	X	X

*CAD Services*

Description	MCP	Client	NetPulse Advanced CAD
<b>Operating System (OS)</b>			
Ongoing maintenance of the operating system for all supported Environments (e.g., application of maintenance and security patches, kernel changes, etc.)	R/A	I	X

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date September 12, 2023

Resolution No. G/3

## RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY

**WHEREAS,** This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS,** Resolution No. G/369/22 authorized a three-year grant award in the amount of \$992,456.46, from the New York State Office of Victim Services for the period of October 1, 2022 through September 30, 2025; and

**WHEREAS,** Resolution No. G/92/23 amended the 2022 and 2023 Rensselaer County Adopted Budgets rolling the remaining funds from 2022 into 2023; and

**WHEREAS,** During fiscal year 2023, the Office of the District Attorney did not expend all the funds received; and

**WHEREAS,** The New York State Office of Victim Services has approved the available funds to be reallocated; now, therefore, be it

**RESOLVED,** That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding; and, be it further

**RESOLVED,** That the 2023 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

### 2023 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
<b>DISTRICT ATTORNEY</b>					
DCJS-Crime Victims Board					
Personnel Services					
Stipend	A.1168.01007	OVS.D3Y1.01007	\$0	\$12,000	\$12,000
Town Court					
Victim Liaison (8095)	A.1168.01007	OVS.D3Y1.01007	\$35,679	\$267	\$35,946
Victim Assistant					
Program Director (8547)	A.1168.01007	OVS.D3Y1.01007	\$63,538	\$1,271	\$64,809

Victim Assistance Program Assistant (8548)	A.1168.01007	OVS.D3Y1.01007	\$27,703	\$555	\$28,258
Victim Liaison (8562)	A.1168.01008	OVS.D3Y1.01008	\$35,369	\$577	\$35,946

**2023 GENERAL FUND APPROPRIATIONS**

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
Furniture	A.1168.02100	OVS.D3Y1.02100	\$6,313	(\$3,563)	\$2,750
Travel	A.1168.04010	OVS.D3Y1.04010	\$10,000	(\$4,425)	\$5,575
Telephone	A.1168.04300	OVS.D3Y1.04300	\$2,489	(\$1,024)	\$1,465
Office Supplies	A.1168.04550	OVS.D3Y1.04550	\$3,000	(\$1,000)	\$2,000
Program Expenditures	A.1168.04700	OVS.D3Y1.04700	\$32,373	(\$11,818)	\$20,555
State Retirement	A.1168.08001	OVS.D3Y1.08001	\$14,400	\$6,992	\$21,392
Vision	A.1168.08002	OVS.D3Y1.08002	\$110	\$1	\$111
Social Security	A.1168.08003	OVS.D3Y1.08003	\$10,855	\$1,261	\$12,116
Medical Insurance	A.1168.08006	OVS.D3Y1.08006	\$18,437	(\$1,071)	\$17,366
Dental	A.1168.08007	OVS.D3Y1.08007	\$433	(\$23)	\$410

**Total General Fund Appropriations: \$0**

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**September 12, 2023**

Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

Clerk of the Legislature



Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

County Executive

# LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  X  P Resolution: \_\_\_\_\_

Title of Legislation: **RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET– DISTRICT ATTORNEY**

Requested by  District Attorney

Sponsor(s): \_\_\_\_\_

## FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$  0  current year  
\$  0  ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.):  New York State Office of Victim Services 
  - a) For federal funding: amount \$  0.00  and length of time federal funding is available  October 1, 2022– September 30, 2023 . Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - b) For state funding: amount \$ \_\_\_\_\_ and length of time state funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  - d) Tax levy impact for current year \$  0  and ongoing \$ \_\_\_\_\_
  - e) Other (please explain) \$ \_\_\_\_\_
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No  X
- 4) Length of expense or project (one time only, ongoing, etc.):  Office of Victim Services funded through September 30, 2023.
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Department Head

Mary Pat Donnelly

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date September 12, 2023

Resolution No. G/16

## RESOLUTION AUTHORIZING A MAINTENANCE AGREEMENT WITH CATALIS COURTS & LAND RECORDS, LLC FOR THE CASELOAD EXPLORER PROBATION CASE MANAGEMENT SYSTEM - DEPARTMENT OF PROBATION

**WHEREAS,** This resolution is filed with the County Legislature by the Rensselaer County Executive; and

**WHEREAS,** Resolution G/484/13 authorized the purchase of the Caseload Explorer Probation Case Management System, which is used by the Department of Probation to monitor probationers, process case work, prepare statistical reports, and to meet compliance with New York State rules and regulations; and

**WHEREAS,** In order to properly maintain this system, the department must enter into annual maintenance agreements; and

**WHEREAS,** AutoMon, a division of Catalis Courts & Land Records, LLC of 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005 is a sole source vendor which has created this system specifically for county probation departments in New York State; and

**WHEREAS,** The name and address of the contracting party, the effective dates of the noted agreement, the source of funding for the same, and the total amount to be expended for this contract are as follows:

<b>CONTRACT DESCRIPTION AND DATES</b>	<b>VENDOR</b>	<b>APPROPRIATION CODE</b>	<b>AMOUNT OF CONTRACT</b>
Caseload Explorer Case Management System Maintenance Agreement 7/1/23 - 6/30/24	Catalis Courts & Land Records, LLC 3025 Windward Plaza Suite 200 Alpharetta, GA 30005	A.3140.04420	\$20,088.13

; now, therefore, be it

**RESOLVED**, That the County Executive, or his designee, shall be and is hereby authorized to enter into the above-noted maintenance agreement, subject to the approval as to the form of such agreement by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 12, 2023

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Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

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Clerk of the Legislature



Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

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County Executive



LEGISLATIVE FISCAL IMPACT STATEMENT



Type of Legislation: Local Law: \_\_\_\_\_ G Resolution: x  
Resolution: \_\_\_\_\_

Title of Legislation **RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO SIGN A MAINTANCE AGREEMENT WITH AUTOMON, A DIVISION OF CATALIS COURTS AND LAND RECORDS, LLC FOR THE CASELOAD EXPLORER PROBATION CASE MANAGMENT SYSTEM - DEPARTMENT OF PROBATION**

Requested by: Probation  
Sponsor(s): \_\_\_\_\_

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any \$20,088.13 current year \$0 ongoing expenses in 2024.
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): \_\_\_\_\_
  - a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No x \_\_\_\_\_
  - b) For state funding: amount and length of time state funding is available. Is it available for ongoing expenses? Yes x \_\_\_\_\_ or No \_\_\_ 11% \$2,209.69 current year .
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ 0  
Total projected interest costs \$ 0
  - d) Tax levy impact for current year \$17,878.44 and ongoing \$ 0
  - e) Other (please explain) \$ 0
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No x \_\_\_\_\_
- 4) Length of expense or project (one time only, ongoing, etc.): 12months
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Rensselaer county Probation department has purchased a case management system from Automon LLC. There is an annual Maintenance fee required.
- 6)

Linda McMahon , Probation Department Head

**From:** [Ramona Kofoed](#)  
**To:** [McMahon, Linda](#)  
**Cc:** [Stevens, Patricia](#)  
**Subject:** Re: Billing- Automon  
**Date:** Monday, July 17, 2023 2:47:48 PM  
**Attachments:** [image001.jpg](#)

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Hi Linda,

My sincerest apologies for missing your emails and for the delay. It has been quite a busy time. Please know we will never interrupt services during a contract renewal.

We have had some changes this year. Our parent company, Catalis, completed a corporate restructuring. AutoMon LLC has been merged into Catalis Courts & Land Records, LLC. AutoMon is now considered a division within this entity. Our new W9 is attached. Our contract will need to reflect this change. The support services and our teams remain the same.

For our renewal, pricing will be \$20,088.13 for Caseload Explorer Support & Maintenance (57 Users) for the period of 7/1/2023 to 6/30/2024. I have also attached a sole source letter and our support handbook. I will connect with our accounting department to ensure an invoice is sent if it has not been already.

Please let me know if you would like to discuss or if anything else is needed.

Best,  
Ramona

**Ramona Kofoed | Contracts Manager**

480.368.8555 ext. 22214

---

**From:** McMahon, Linda <LMcmahon@renesco.com>  
**Sent:** Monday, July 17, 2023 7:41 AM  
**To:** Ramona Kofoed <rkofoed@catalisgov.com>; Billing <billing@catalisgov.com>  
**Cc:** Stevens, Patricia <PStevens@renesco.com>  
**Subject:** Billing- Automon

**WARNING:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning-

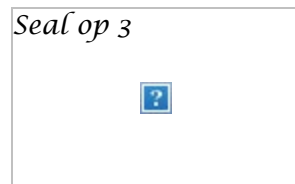
I haven't received any response to my emails and am hoping I am sending to the right email address. We have not received charge updates for 2024 and I am concerned we are slowing down the procedures for resolution and contract.

Please advise.

Thanks,  
Linda

*Linda McMahon*

Probation Director III  
Rensselaer County Probation Department  
Flanigan Square  
547 River Street  
Troy, NY 12180  
(518)- 266-7175  
[LMcMahon@RENSCO.COM](mailto:LMcMahon@RENSCO.COM)



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A DIVISION OF CATALIS™  
COURTS & LAND RECORDS, LLC

## Software Support Services Handbook

Version 6.2  
Effective Date: May 29 2019

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AutoMon, a division of Catalis Courts & Land Records, LLC

480.368.8555

[www.automon.com](http://www.automon.com) | [www.catalisgov.com](http://www.catalisgov.com)

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## WELCOME TO SUPPORT

AutoMon, a division of Catalis Courts & Land Records, LLC is committed to ensuring our customers' success by offering direct, knowledgeable, and responsive technical support. We strive to create a support environment that will provide you with timely information and prompt resolutions resulting in maximized availability and increased performance of our Software.

This handbook provides guidelines and reference materials that describe AutoMon's Software support, system and application upgrade process, certain customer responsibilities and Service Level response times. In most cases, the delivery of our support and maintenance for AutoMon Software products and services are governed by the terms and conditions herein. In some cases, you or your firm, company or government agency has executed a separate License, Support and Maintenance Agreement with AutoMon. If you have a separate Agreement, to the extent this Handbook and your Agreement differ, your Agreement will govern your support and maintenance arrangements with AutoMon.

Some of AutoMon Software products may be installed locally/on-premise on a customer's servers or alternatively in Microsoft Azure Cloud; others are hosted exclusively on Microsoft Azure Cloud. AutoMon's responsibilities will depend in some instances on where the Software is installed. For example, if the customer has the Software locally installed on servers they control, database backups, system and Software upgrades, encryption, anti-virus and fraud detection software are the responsibility of the customer. If the Software is hosted on Microsoft Azure Cloud by AutoMon, then those same responsibilities will be borne by AutoMon. See *Customer Responsibilities* section for additional responsibilities.

The Customer is responsible for First Line Support of any AutoMon Software product, without regard to where the Software is hosted.

## CONTACTING SUPPORT

Once a Customer is using an AutoMon product or service, support is handled by AutoMon's Help Desk. Support may be requested using AutoMon's toll-free phone number, or via TeamSupport, an online portal for reporting issues or errors. After-hours support is available for an additional hourly fee and only offered on a non-guaranteed response time.

The AutoMon Help Desk may be reached by calling 1-888-726-8110, ext 2. AutoMon's Standard Support Hours are: Europe and South America Mon-Fri 9 a.m. to 5 p.m. (ET); North America (except for Alaska and Hawaii) Mon-Fri 9 a.m. to 5 p.m. (Local Time Zone); Alaska and Hawaii Mon-Fri 6 a.m. to 5 p.m. (Pacific Time). In all cases, excluding weekends and holidays. Alternatively, TeamSupport can be accessed via the AutoMon website Support page at:

<https://automonllc.na1.teamsupport.com/>

Logons and Passwords to AutoMon's TeamSupport are issued through the portal itself. To receive a password, visit the URL above and select "Log In" to create an account. During the Term of your License, Maintenance and Support Agreement or your Master Subscription Agreement, there is no limit to the amount of Standard Business Hours Support so long as you provide Front Line Support in accordance with the terms described below.

## CUSTOMER RESPONSIBILITIES

You are required to establish and maintain an internal help desk to provide First Line Support for the Software. This means that you are responsible for your internal network, local hardware, systems software on your servers, desktop configuration and support and basic user questions or problems regarding the features and functions of the Software. In all cases, First Line Support requires you to investigate and provide initial response to your users for the following:

- First call response respecting performance, functionality or operation of the system and Software;
- Attempt to recreate the reported problem;
- Document the reported problem, including, when possible, screenshots and/or detailed descriptions with reproduction steps;
- Document the steps taken by your First Line Support to troubleshoot the problem; ● Resolve, when possible, the problems your users have reported.

If after reasonable commercial efforts your First Line Support is unable to diagnose or resolve the issues, your designated representative will contact AutoMon Support to report the issue. In the event that you do not establish and maintain First Line Support for your users throughout the term of your Maintenance or Subscription agreement, AutoMon reserves the right to request an increase to your current subscription or maintenance fees and/or assess charges for out of scope work. Any additional charges, referred to in the previous sentence, will constitute a change order that must be signed by both parties.

Additionally, customers will, at your own expense:

- *For customers hosting their Software locally*, upgrade all system software on or before the end of Mainstream support from Microsoft (Recommended);
- Update, maintain and patch all system software, security, anti-virus, and fraud detection software to the current releases from the licensor on all customer servers used in connection with the Software;
- Consistent with government regulations (e.g. HIPAA, CJIS), apply database encryption software to secure all private or personal data stored locally while at rest or in transit;
- When the Software is locally installed, implement and perform appropriate data backup and data recovery procedures;
- Secure a high speed internet connection for use by AutoMon to perform support services and for your users to access the Software.

## SERVICE LEVEL DEFINITIONS

Service requests for Software may be submitted by your designated representative online via AutoMon's web-based customer support system, TeamSupport, or by telephone. The Service Level shall be determined based on the severity definitions specified below.

Service Level	Service Level Definition	Initial Response Time	Resolution
1	Your production use of the Software is stopped or severely impacted such that you cannot continue to work. The operation is mission critical to the business and no Circumvention Procedures are available.	2 hours	2 business days
2	You experience a severe loss of service where essential functionality is unavailable, however, operations can continue in a restricted fashion or by use of a Circumvention Procedure.	1 business day	5 business days
3	You experience a loss of service where nonessential functionality is unavailable and a workaround is not available to restore functionality.	2 business days	25 business days



4	You experience a loss of service where non-essential functionality is unavailable. The impact is an inconvenience, or a Circumvention Procedure is available.	2 business days	Within next two version releases
5	A cosmetic or minor issue that does not impact the operation of a Software.	2 business days	Issue may be resolved at AutoMon's discretion at a future date
6	All Enhancement requests, usage questions, or requests for training. Also reported problems that are caused by customer computers, local environments, networks or third party software.	4 business days	These requests are outside the scope of our maintenance obligations

## PRODUCT VERSION RELEASES

All of AutoMon's Software products include the right to Version Releases throughout the term of any maintenance or subscription agreement. If you host the Software on your servers, you will be responsible for installing Version Releases on your servers. You may contract with AutoMon to assist with installation at an additional charge. If your Software is hosted by AutoMon on Microsoft Azure, AutoMon will install the Version Releases.

The term "Version Releases" means new versions of the Software you have licensed from AutoMon that contain technical repairs, improvements, functional enhancements, updates, and/or maintenance changes to existing functionality. When appropriate, Version Releases will be accompanied by release notes describing the new features or functionality, and where appropriate, an installation guide (locally installed Software only) shall be provided.

The Customer shall be responsible for training with respect to each Version Release, or you may contract with AutoMon to perform these services.

### Upgrade Process

**For hosted Software, the steps are:**

1. AutoMon notifies customers via email that a new version or release is ready and when it is scheduled to be deployed. During deployment of new versions or releases, the Software may be unavailable for use for a short period of time; the accompanying release notice will indicate if there is anticipated downtime. In most cases these deployments will occur after business hours.
2. AutoMon deploys the Version Release.

**For on-premise Software (Software that resides on customer owned or controlled servers) the steps are:**

1. AutoMon will notify customers that a new Version Release to their Software is ready to be deployed.
2. Download the required installation files from the AutoMon SFTP site or as otherwise directed by AutoMon. Instructions for obtaining and installing those updates will be provided by AutoMon.
3. Prepare your servers for implementation, with updates to your servers' system software, and run the installation files. For a time and materials charge, AutoMon will assist with updating local servers and running the installation programs associated with updates. See your Agreement with AutoMon for applicable hourly rates.
4. In an increasing number of instances, Version Releases will be installed without active assistance of the customer, via AutoMon's automated update process using Ce Sync. When Ce Sync is utilized to install updates to your Software, you will be notified in advance by AutoMon and provided release notes describing the changes that will be implemented.

## **OTHER SUPPORT SERVICES**

Customers may request additional services by submitting a work or enhancement request through TeamSupport or through the Catalis Sales department ([sales@catalisgov.com](mailto:sales@catalisgov.com)). Other such services include: (a) additional training; (b) programming or configuration services; and (c) business analysts. AutoMon shall provide to Customer a written response to the request which describes in detail the anticipated impact of the request on the existing Software, the time required to perform such services, an implementation plan, and a schedule of expected costs.

## **DEFINITIONS**

- a) **"Circumvention" or "Circumvention Procedures"** shall mean, as applied to a Documented Defect, a change in operating procedures whereby the Customer can reasonably avoid any deleterious effects of such Documented Defect.
- b) **"Documented Defect"** means a failure of the Software to properly perform any of its intended functions. The Customer must use reasonable effort to document a Documented Defect with sufficient information to recreate the defect, including, but not limited to, the operating environment, data set, and user, and the Customer must deliver such information to AutoMon concurrently with its notification to AutoMon of such defect. The Customer shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to AutoMon of such defect, including, but not limited to, issues related to the network, user training and data problems not caused by the Software. Any technical or other issue for which the Customer requests services, but which is not a Documented Defect, shall be treated as a request for additional services requiring a Change Order.
- c) **"Documentation"** means the training materials, user's manuals and other materials in any form or medium provided by AutoMon to the users of the Software regarding the use or maintenance of Software.

- d) **"Enhancement."** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute an Error Correction.
- e) **"Error."** Any failure of the Software to materially conform to its functional specifications as agreement in writing with the Customer or Documentation as published from time to time by AutoMon. Any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Program shall not be considered an Error.
- f) **"Error Correction."** Either a modification or an addition that, when made or added to the Software, establishes material conformity of the Software to the Documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity.
- g) **Software** includes any and all Software you license from AutoMon under a License, Maintenance and Support agreement or a Master Subscription Agreement.
- h) **Systems or Third Party Software** means software licensed by a party other than AutoMon.



July 1, 2023

Linda McMahon  
Probation Director  
Rensselaer County Probation Department  
Flanigan Square  
547 River Street  
Troy, NY 12180

Re: Sole Source Letter respecting Catalis Software Products

Dear Linda,

Catalis Courts & Land Records, LLC, is a Limited Liability Company whose headquarters are located at 3025 Windward Plaza, Suite 200, Alpharetta, GA 30005

Catalis Courts and Land Records, LLC is the only authorized seller of the Catalis suite of software products. Further, Catalis is the only firm authorized to provide technical services related to these products, including installation, customization, configuration, support, and maintenance.

Please feel free to contact us with any questions.

Sincerely,

Scot Asher  
Vice President, Customer Success  
Catalis Courts & Land Records, LLC  
3025 Windward Plaza, Suite 200  
Alpharetta, GA 30005  
SAsher@catalisgov.com  
(480) 368-8555

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date September 12, 2023

## Resolution No. G/21

### RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT AWARD (YEAR TWO) FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY

**WHEREAS**, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS**, Resolution No. G/369/22 authorized the acceptance of a three - year grant award, in the amount of \$992,456.46, from the New York State Office of Victim Services for the period of October 1, 2022 through September 30, 2025; and

**WHEREAS**, The original award amount for the second year, October 1, 2023 through September 30, 2024, was \$330,818.82 (25% of the grant monies to be placed in the 2023 budget and 75% to be placed in the 2024 budget); and

**WHEREAS**, The grant award provides for the salary and fringe benefits and various appropriations for the Victim Assistance Program Director, two Victim Liaison staff and one Victim Assistance Program Assistant; and

**WHEREAS**, The primary focus of this grant will be to continue to provide services to victims of crime in Rensselaer County; now, therefore, be it

**RESOLVED**, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

**RESOLVED**, That the 2023 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

#### 2023 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
<b>DISTRICT ATTORNEY</b>					
DCJS-Crime Victims Board	A.1168.30311	OVS.D3Y2.30311	\$0.00	\$82,450.00	\$82,450.00
Personnel Services					
On-call Stipend	A.1168.01007	OVS.D3Y2.01007	\$0.00	\$250.00	\$250.00
Victim Liaison II	A.1168.01007	OVS.D3Y2.01007	\$0.00	\$13,938.00	\$13,938.00
Longevity	A.1168.01007	OVS.D3Y2.01007	\$0.00	\$400.00	\$400.00
Victim Assistant Program Director	A.1168.01007	OVS.D3Y2.01007	\$0.00	\$21,853.00	\$21,853.00
Victim Liaison	A.1168.01007	OVS.D3Y2.01007	\$0.00	\$12,025.00	\$12,025.00
Victim Liaison	A.1168.01007	OVS.D3Y2.01007	\$0.00	\$12,025.00	\$12,025.00

2023 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
Telephone	A.1168.04300	OVS.D3Y2.04300	\$0.00	\$490.00	\$490.00
Program Expenditures	A.1168.04700	OVS.D3Y2.04700	\$0.00	\$2,500.00	\$2,500.00
State Retirement	A.1168.08001	OVS.D3Y2.08001	\$0.00	\$7,919.00	\$7,919.00
Vision	A.1168.08002	OVS.D3Y2.08002	\$0.00	\$37.00	\$37.00
Social Security	A.1168.08003	OVS.D3Y2.08003	\$0.00	\$3,963.00	\$3,963.00
Medical Insurance	A.1168.08006	OVS.D3Y2.08006	\$0.00	\$6,906.00	\$6,906.00
Dental	A.1168.08007	OVS.D3Y2.08007	\$0.00	\$144.00	\$144.00
<b>Total General Fund Appropriations:</b>				<b>\$82,450.00</b>	<b>\$82,450.00</b>

; and, be it further

**RESOLVED,** That the Rensselaer County Executive, or his designee, shall be and hereby is authorized to execute the aforementioned grant award, subject to the approval as to form of the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

September 12, 2023

\_\_\_\_\_  
Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

\_\_\_\_\_  
Clerk of the Legislature



\_\_\_\_\_  
Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

\_\_\_\_\_  
County Executive



## Office of Victim Services

**KATHY HOCHUL**  
Governor

**ELIZABETH CRONIN, Esq.**  
Director

Rensselaer County (District Attorney)  
Rensselaer County Courthouse, 80 2nd Street  
Troy NY 12180

**RE:** Contract Number C11351GG

**DATE:** 06/14/2023

**Year 2 Contract Period:** 10/1/23-9/30/24

Dear Colleague:

The Office of Victim Services (OVS) previously awarded your program a grant for the period October 1, 2022 through September 30, 2025. It is now time to submit and finalize your budget for year 2 of this grant, which covers October 1, 2023 through September 30, 2024.

Your award amount for the 2023-24 contract year is: **\$330,818.82**

All budget submissions need to be completed in the Grants Gateway. Paper submissions will not be accepted. Since data entered into the budget for year 1 expenses will automatically be carried over in the Grants Gateway to year 2, this should be modified accordingly. Please enter your 2023-24 budget in the "Expenditure Budget" section of the "Forms Menu" in the Grants Gateway.

Accompanying this award letter please find a checklist and other forms you may need. The relevant forms should be uploaded into the "Grantee Document Folder" located in the "Forms Menu" of the Grants Gateway.

Please note that match continues to be waived for this contract year. As a result, budget submissions will be accepted excluding match.

Please submit all necessary documents in the Grants Gateway by the close of business July 14, 2023.

On behalf of the Office of Victim Services and the Grants Unit, we look forward to continuing our shared efforts to serve innocent victims of crime in New York State.

Sincerely

*Kathleen Joslin*

Kathleen Joslin  
Contract Management Specialist 3  
New York State Office of Victim  
Services

**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  X  P Resolution: \_\_\_\_\_

Title of Legislation: **RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET – DISTRICT ATTORNEY**

Requested by \_\_\_\_\_ District Attorney \_\_\_\_\_

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

- 1) Projected cost of proposed legislation, if any: \$82,450.00 current year  
  - \$ 0 ongoing expenses per year
  
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): New York State Office of Victim Services
  - a) For federal funding: amount of \$ 82,450.00 and length of time federal funding is available October 1, 2023 – September 30, 2024. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - b) For state funding: amount \$ \_\_\_\_\_ and length of time state funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  - d) Tax levy impact for current year \$ 0 and ongoing \$ \_\_\_\_\_
  - e) Other (please explain) \$ \_\_\_\_\_
  
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No  X
  
- 4) Length of expense or project (one time only, ongoing, etc.): Office of Victim Services funded through September 30, 2024.
  
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Department Head

Mary Pat Donnelly



# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

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Sent To: Contracts & Agreements

Committee

Date September 12, 2023

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Resolution No. G/22

**RESOLUTION AUTHORIZING ACCEPTANCE OF AN AWARD FROM THE NEW YORK  
STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE  
2023 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY**

**WHEREAS,** This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS,** The Rensselaer County District Attorney's Office has been awarded a grant from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination (GIVE) Partnership in the amount of \$478,586.00 for the period July 1, 2023 through June 30, 2024; and

**WHEREAS,** Of the total grant award, \$247,230.00 will be allocated within the 2023 Rensselaer County Adopted Budget, and the remainder will be allocated within the Department's 2024 budget; and

**WHEREAS,** The primary focus of this grant will be to continue to prosecute gun involved violent crime, and to further implement a joint crime reduction strategy with GIVE Partnerships; and

**WHEREAS,** The grant award will provide for program expenses including salary and fringe benefits for six(6)GIVE Prosecutors (including one new FTE ADA, two (2)Special Investigators (including one new FTE Special Investigator), on-call stipend(s) and computer equipment; and

**WHEREAS,** All task force members will operate as a planning group and work together to develop and implement a strategy for reducing gun and aggravated assault related crimes and discuss progress at the monthly task force meetings; and

**WHEREAS,** In an effort to achieve the goal of reducing gun and aggravated assault related crimes, the Rensselaer County District Attorney's Office will continue to dedicate GIVE Prosecutor(s) to the task force, with his or her services being available to provide legal and/or prosecutorial advice and assistance to law enforcement agencies during the investigatory or pre-arrest stage of any GIVE related investigations and can be available to be present at GIVE related crime scenes and for the provision of his or her prosecution services at preliminary hearings, grand jury proceedings, pre-trial hearings as well as any trials that relate to GIVE related crimes; and

**WHEREAS,** The Special Investigator(s)(Confidential) positions funded under the GIVE grant, dedicated to assist in the investigation of GIVE related crimes, who will work exclusively with the full-time dedicated GIVE prosecutors and law enforcement agencies in an effort to support GIVE related crimes; now, therefore, be it

**RESOLVED,** That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

**RESOLVED,** That the 2023 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

<b>2023 GENERAL FUND REVENUE</b>
----------------------------------

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	CURRENT	CHANGE	REVISED
<b>DISTRICT ATTORNEY</b>					
DA-DCJS-GIVE Gun Involved Violence Elimination	A.1165.33899	GIVEDA.2023	\$0	\$250,730	\$250,730
		<b>TOTAL:</b>	<b>\$0</b>	<b>\$250,730</b>	<b>\$250,730</b>

<b>2023 GENERAL FUND APPROPRIATIONS</b>
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ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	CURRENT	CHANGE	REVISED
<b>DISTRICT ATTORNEY</b>					
Personnel Services					
Assistant District Attorney	A.1165.01007	GIVEDA.2023	\$0	\$41,500	\$41,500
Assistant District Attorney	A.1165.01007	GIVEDA.2023	\$0	\$12,500	\$12,500
Assistant District Attorney	A.1165.01007	GIVEDA.2023	\$0	\$12,500	\$12,500
Assistant District Attorney	A.1165.01007	GIVEDA.2023	\$0	\$5,480	\$5,480
Assistant District Attorney	A.1165.01007	GIVEDA.2023	\$0	\$32,500	\$32,500
Assistant District Attorney Stipend	A.1165.01007	GIVEDA.2023	\$0	\$16,000	\$16,000
Special Investigator (Confidential)	A.1165.01007	GIVEDA.2023	\$0	\$20,393	\$20,393
Special Investigator (Confidential) (New)	A.1165.01007	GIVEDA.2023	\$0	\$35,801	\$35,801
Employee Benefits	A.1165.08008	GIVEDA.2023	\$0	\$51,182	\$51,182
Other Equipment	A.1165.02400	GIVEDA.2023	\$0	\$22,874	\$22,874
		<b>TOTAL:</b>	<b>\$0</b>	<b>\$250,730</b>	<b>\$250,730</b>

; and, be it further

**RESOLVED,** That the Rensselaer County Executive shall be, and hereby is authorized to execute the aforementioned contract, subject to the approval as to its form by the Rensselaer County Attorney.

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**September 12, 2023**

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Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

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Clerk of the Legislature



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Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

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County Executive



**Division of Criminal  
Justice Services**

**KATHY HOCHUL**  
Governor

**ROSSANA ROSADO**  
Commissioner

**YVONNE TURNER**  
Director of Funding

## Grant Award Notice

Grantee/Contractor: <b>Rensselaer County District Attorney</b>	Date: <b>June 9, 2023</b>
Program Name: <b>GIVE (2023-24)</b>	Award Amount: <b>\$478,586.00<sup>1</sup></b>
Signatory Name and Title: <b>District Attorney Mary Pat Donnelly</b>	Term Dates: <b>7/1/23 – 6/30/24</b>
Email: <b>Mdonnelly@rensco.com</b>	Contract Number: <b>C484990</b>
Program Description: 2023-24 DCJS Gun Involved Violence Elimination (GIVE) Initiative	
New York State Division of Criminal Justice Services (DCJS) Commissioner Rossana Rosado is pleased to provide funding to your county and agency to support the Gun Involved Violence Elimination (GIVE) initiative. The GIVE initiative is a critical component of the State's violence prevention and reduction strategy. Thank you for your partnership to help keep New Yorkers safe. Please find attached the approved budget for the funded agencies within your county. If you have any programmatic questions, please contact Raymond Neves in the DCJS Office of Public Safety (OPS) at (518) 402-8455 or Raymond.Neves@dcjs.ny.gov.	
<b>Grant Questions</b>	
<b>PRIMARY CONTACT</b> <b>Katie Nardolillo</b> Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: (518) 457-6030 Email: Katie.Nardolillo@dcjs.ny.gov	<b>SECONDARY CONTACT</b> <b>Dave Martin</b> Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: (518) 485-9607 Email: David.Martin@dcjs.ny.gov

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

Attachment: Instruction Sheet, GMS Application Manual

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

**LEGISLATIVE FISCAL IMPACT STATEMENT**

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  X  P Resolution: \_\_\_\_\_

Title of Legislation: RESOLUTION AUTHORIZING ACCEPTANCE OF AN AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY BUDGET – DISTRICT ATTORNEY

Requested by: District Attorney

Sponsor(s): \_\_\_\_\_

**FISCAL IMPACT**

Projected cost of proposed legislation, if any: \$478,586.00 current year 2024 Expense  
\$0.00 ongoing expenses per year

1) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): \_\_\_\_\_

a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_

b) For state funding: amount \$478,586.00 and length of time state funding is available 07/01/2023-06/30/2024. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No YES

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_

d) Tax levy impact for current year \$0 and ongoing \$ 0

e) Other (please explain) \$   No additional tax levy – just changing the budget codes \_\_\_\_\_

2) Is this expense or program mandated? Yes \_\_\_\_\_ No \_\_\_\_\_

3) Length of expense or project (one time only, ongoing, etc.):   Ongoing Service

4) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Department Head

Mary Pat Donnelly

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date September 12, 2023

Resolution No. G/26

## RESOLUTION AUTHORIZING AN AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES - BUREAU OF PUBLIC SAFETY

**WHEREAS**, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS**, The Rensselaer County Bureau of Public Safety seeks legislative authorization to amend the contract previously authorized by Resolution G/38/2023 utilizing funding from the New York State Division of Homeland Security and Emergency Services; and

**WHEREAS**, The Bureau of Public Safety has budgeted the necessary funds in appropriation code A.3640.04900.SICG.2022.04900 Maintenance at a cost not to exceed twenty-nine thousand five hundred dollars (\$29,500.00); and

**WHEREAS**, The name and address of the contracting party and contract amount, as amended, is as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Professional service 05/01/2023- 12/31/2023	Mark Lacivita 25 Audrey Lane Wynantskill, NY 12198	A.3640.04900. SICG.2022.04900	\$29,500.00

; now, therefore be it

**RESOLVED**, That the Rensselaer County Executive or his designee is authorized to sign the above referenced amendment to the agreement, subject to the approval as form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

**September 12, 2023**

Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

Clerk of the Legislature

Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

County Executive



**Mark G. Lacivita**

**AMENDMENT**

This Amendment takes effect as of **May 1, 2023** and is made by and between Rensselaer County, with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Mark Lacivita with an address of 25 Audrey Lane, Wynantskill, New York 12198, hereinafter referred to as the "Vendor".

**WHEREAS**, County and Vendor entered into an Agreement dated January 1, 2023 hereinafter referred to as the "Agreement"; and

**WHEREAS**, County and Vendor wish to amend the Agreement in certain respects as set forth in this Amendment; and

**NOW THEREFORE**, County and Vendor agree as follows:

1. **Paragraph 3. PAYMENT FOR SERVICES**, is hereby amended as follows: "the County agrees to pay the Vendor a sum not to exceed **\$15,000.00** for the Term of this Agreement," is replaced with "the County agrees to pay the Vendor a sum not to exceed **\$29,500.00** for the Term of this Agreement."
2. **Schedule A** attached to the Agreement titled, "2023-154 Mark G. Lacivita" shall be deleted in its entirety and replaced with new **Schedule A** attached hereto and made a part of this Amendment.
3. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

**IN WITNESS WHEREOF**, this Amendment has been executed by the duly authorized officers of the respective Parties on the date stated above.

# LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  P Resolution: \_\_\_\_\_

Title of Legislation: Resolution authorizing to enter into a Professional Service Agreement with Mark Lacivita

Requested by: Jay Wilson

Sponsor(s): \_\_\_\_\_

## FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: ) current year  
\$ 29,500 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): tax levy
  - a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - b) For state funding: amount \$29,500 : and length of time state funding is available until 12/31/23 Is it available for ongoing expenses? Yes  or No \_\_\_\_\_
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  - d) Tax levy impact for current year \$ 0.00 and ongoing \$ 0.00
  - e) Other (please explain) \$ \_\_\_\_\_
- 3) Is this expense or program mandated? Yes \_\_\_\_\_  No
- 4) Length of expense or project (one time only, ongoing, etc.):
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The request is to enter into a professional services agreement with Mark Lacivita.

Department Head

\_\_\_\_\_



# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date February 14, 2023

Resolution No. G/38/23

## RESOLUTION AUTHORIZING AN AGREEMENT FOR PROFESSIONAL SERVICES - BUREAU OF PUBLIC SAFETY

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Rensselaer County Bureau of Public Safety seeks legislative authorization to renew a professional service agreement with Mark Lacivita, utilizing funding from the New York State Division of Homeland Security and Emergency Services; and

WHEREAS, The Bureau of Public Safety has budgeted the necessary funds in appropriation code A.3640.04900.SICG.2022.04900, Professional Service, at a cost not to exceed \$15,000.00; and

WHEREAS, The contract description, vendor, source of funding, the total amount to be expended over the life of the of the same, which shall not exceed budgeted appropriations are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Professional services 1/1/2023 through 12/31/2023	Mark Lacivita 25 Audrey Lane Wynantskill, NY 12198	A.3640.04900. SICG.2022.04900	\$15,000.00

; now, therefore, be it

RESOLVED, That the Rensselaer County Executive or his designee is authorized to sign the above referenced agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: 17

Nays: 0

Abstain: 0

February 14, 2023

Clerk of the Legislature

Sent to County Executive

2/15/23

Received from County Executive

2/15/23

Jessica R. Charis  
Clerk of the Legislature



Executive Action

Approved

Date

2/15/23

Disapproved

Veto Message Attached and Returned to Clerk

[Signature]  
County Executive

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Maloney

Sent To: Contracts & Agreements

Committee

Date September 12, 2023

Resolution No. G/29

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE  
OFFICE OF HOMELAND SECURITY FOR THE STATE LAW ENFORCEMENT TERRORISM  
PREVENTION PROGRAM AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET -  
OFFICE OF THE SHERIFF**

**WHEREAS**, This resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

**WHEREAS**, The Rensselaer County Office of the Sheriff was awarded a grant from the New York State Office of Homeland Security for the State Law Enforcement Terrorism Prevention Program in the amount of \$30,000.00 for the period September 1, 2021 through August 31, 2024; and

**WHEREAS**, This grant award will provide funding for the purchase of materials and equipment necessary to respond to and prevent events involving Weapons of Mass Destruction; and

**WHEREAS**, All purchases made under this grant will be done under the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; now, therefore, be it

**RESOLVED**, That any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this resolution shall terminate and cease upon discontinuance of said funding; and, be it further

**RESOLVED**, That the County Executive shall be and hereby is authorized to execute an agreement accepting the above-stated grant from the New York State Office of Homeland Security, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

**RESOLVED**, That Adopted 2023 Rensselaer County Budget shall be and hereby is amended as follows:

**GENERAL FUND REVENUE**

<b><u>CODE/DESCRIPTION</u></b>	<b><u>PRESENT</u></b>	<b><u>CHANGE</u></b>	<b><u>REVISED</u></b>
A.3644.33061.WMDS.2021.33061 Homeland Security	\$0.00	\$30,000.00	\$30,000.00

**GENERAL FUND APPROPRIATIONS**

<b><u>CODE/DESCRIPTION</u></b>	<b><u>PRESENT</u></b>	<b><u>CHANGE</u></b>	<b><u>REVISED</u></b>
Sheriff - Homeland Security			
A.3644.02401.WMDS.2021.02401 Other Equip	\$0.00	\$22,000.00	\$22,000.00
A.3644.04301.WMDS.2021.04301 Telephone	\$0.00	\$ 8,000.00	\$ 8,000.00
Total General Fund Appropriations:		\$30,000.00	

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 12, 2023

Clerk of the Legislature

Sent to County Executive \_\_\_\_\_

Received from County Executive \_\_\_\_\_

Clerk of the Legislature



Executive Action

Approved \_\_\_\_\_ Date \_\_\_\_\_

Disapproved \_\_\_\_\_  
Veto Message Attached and Returned to Clerk

County Executive

9/1/21 - 8/31/24



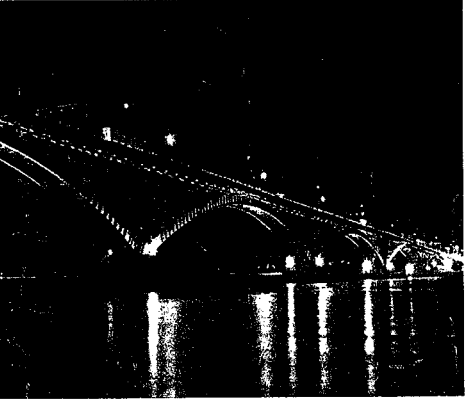
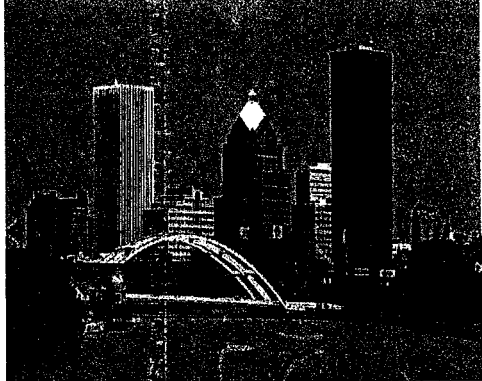
# Homeland Security and Emergency Services

\$30,000 / L.E.

\$22K ROBOT  
\$8K PHONES

## FY2021 Local Sub-Recipient Program Guidance: Former Tier II UASI Groups, NYC Urban Area Partners and Top 100 MSA's

State Homeland Security Program  
State Law Enforcement Terrorism Prevention Program



<b>STATE AGENCY</b> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<b>NYS COMPTROLLER'S NUMBER:</b> T835411 (Contract Number)  <b>ORIGINATING AGENCY CODE:</b> 01077
<b>GRANTEE/CONTRACTOR:</b> (Name & Address) Rensselaer County 1600 7th Avenue Troy NY 12180	<b>TYPE OF PROGRAMS:</b> WM2021 SLETPP <b>CFDA NUMBER:</b> 97.067 <b>DHSES NUMBERS:</b> WM21835411
<b>FEDERAL TAX IDENTIFICATION NO:</b> 14-6002569 <b>MUNICIPALITY NO:</b> (if applicable) 380100000 000 <b>SFS VENDER NO:</b> 1000002434 <b>DUN &amp; BRADSTREET NO:</b> 080469091	<b>INITIAL CONTRACT PERIOD:</b> <b>FROM</b> 09/01/2021 <b>TO</b> 08/31/2024 <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$30,000.00
<b>STATUS:</b> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<b>MULTI-YEAR TERM:</b> (if applicable)
<b>CHARITIES REGISTRATION NUMBER:</b> <div style="border: 1px solid black; padding: 2px; width: fit-content;">n/a</div> (Enter number or Exempt) if Exempt is entered above, reason for exemption.  <div style="border: 1px solid black; padding: 2px;"> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports. </div>	<b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b> <input type="checkbox"/> <b>APPENDIX A</b> Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> <b>APPENDIX A1</b> Agency-specific Clauses <input checked="" type="checkbox"/> <b>APPENDIX B</b> Budget <input checked="" type="checkbox"/> <b>APPENDIX C</b> Payment and Reporting Schedule <input checked="" type="checkbox"/> <b>APPENDIX D</b> Program Workplan and Special Conditions <input type="checkbox"/> <b>APPENDIX X</b> Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) <input type="checkbox"/> <b>DHSES-55</b> Budget Amendment/Grant Extension Request <input type="checkbox"/> <b>Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion</b>  _____ _____
<b>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</b>	
NYS Division of Homeland Security and Emergency Services <b>BY:</b> Eric Abramson , Director of Grants Program Administration Date: 09/27/2021 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. <b>GRANTEE:</b> <b>BY:</b> Steven McLaughlin County Executive Date: 09/27/2021	
<b>ATTORNEY GENERAL'S SIGNATURE</b>  _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>COMPTROLLER'S SIGNATURE</b>  _____ <b>Title:</b> _____ <b>Date:</b> _____

Award Contract

LETPP/SLETPP

Project No.

Grantee Name

LE21-1015-D00

Rensselaer County

09/27/2021

Appendix B - Project Budget

Budget Summary by Participant

**Rensselaer County Rensselaer County Sheriffs Office - Version 1**

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Robotic platform (and related items)	03OE-07 -ROBT	1	\$22,000.00	\$22,000.00	\$22,000.00	\$0.00
<b>Total</b>					<b>\$22,000.00</b>	<b>\$22,000.00</b>	<b>\$0.00</b>
#	All Other Expenses		Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Satellite and air card service fees		1	\$8,000.00	\$8,000.00	\$8,000.00	\$0.00
<b>Total</b>					<b>\$8,000.00</b>	<b>\$8,000.00</b>	<b>\$0.00</b>

Rensselaer County Sheriffs Office Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$30,000.00	\$30,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$30,000.00	\$30,000.00	\$0.00

Award Contract

LETPP/SLETPP

Project No. Grantee Name

LE21-1015-D00 Rensselaer County

09/27/2021

Appendix D - Program Workplan and Special Conditions

Work Plan

Goal

Prevent terrorist attacks; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Advance Public Safety Interoperable and Emergency Communications

NYS Critical Capabilities

Primary - Interoperable and Emergency Communications

The development, sustainment and/or enhancement of interoperable communications systems.

Task #1 for Objective #1

Acquire services on interoperable communications equipment (satellite and air card service fees).

# Performance Measure

1 Services acquired and activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the interoperable communication capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Addressing Emerging Threats & Build and Sustain CBRNE Detection and Response Capabilities

NYS Critical Capabilities

Primary - CBRNE Detection and interdiction

The development, sustainment and/or enhancement of specialized response team assets.

Task #1 for Objective #2

Purchase allowable tactical robot equipment and related components. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

# Performance Measure

1 Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced response team capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

From: Goebel, Jonathan JGoebel@rensko.com  
Subject: RE: Former Tier II UASI Regions - FY2021 SHSP-SLETPP Grant  
Program: Allocation Notification and Application Materials -  
Albany-Schenectady-Troy Urban Area  
Date: Apr 19, 2021 at 1:49:54 PM  
To: Pyle, Derek DPyle@rensko.com

Will the wording and \$ be the same as last year?

From: Pyle, Derek  
Sent: Wednesday, April 14, 2021 9:56 AM  
To: Goebel, Jonathan <JGoebel@rensko.com>  
Subject: Re: Former Tier II UASI Regions - FY2021 SHSP-SLETPP Grant Program: Allocation Notification and Application Materials - Albany-Schenectady-Troy Urban Area

Should be good

Sent from my iPad

On Apr 12, 2021, at 9:31 AM, Goebel, Jonathan <JGoebel@rensko.com> wrote:

Derek,

I copied last year's SLETPP question and answer below. Do you have anything to add to this for this year?

**Law Enforcement Terrorism Prevention Activities (SLETPP Projects)**

**A: Involvement of Local Law Enforcement (SLETPP projects only)-** For State Law Enforcement Terrorism Prevention Program (SLETPP) applications, sub-recipients should demonstrate how they coordinated with local law enforcement in the development of their FY2020 SLETPP projects (e.g. participation of town and city police departments with a county sheriff's office in establishing law enforcement projects).

**Description:** There have been many discussions between the Sheriff's Office and local law enforcement with regard to critical response resources needed within Rensselaer County, and a continuation of our existing resources is vital.

Jonathan

From: Wilson, Jay  
Sent: Friday, April 9, 2021 1:25 PM  
To: Goebel, Jonathan <JGoebel@rensko.com>; Glasser, Paul <PGlasser@rensko.com>  
Cc: John Mainello <jmainell1@nycap.rr.com>; Lacivita, Mark <MLacivita@rensko.com>  
Subject: Fwd: Former Tier II UASI Regions - FY2021 SHSP-SLETPP Grant Program: Allocation Notification and Application Materials - Albany-Schenectady-Troy Urban Area

This message's contents have been archived by the Barracuda Message Archiver.

Attachment (219B)

Attachment (219B)

Attachment (219B)

Attachment (178B)

FY 2021 SHSP SLETPP Application - Albany-Schenectady-Troy Urban Area (168.7K)

FY 2021 SHSP SLETPP Application - Albany-Schenectady-Troy Urban Area (387.5K)

FY 2021 SHSP SLETPP Application - Albany-Schenectady-Troy Urban Area (412.2K)

FY 2021 SHSP SLETPP Application - Albany-Schenectady-Troy Urban Area (654.1K)

See attached

Respectfully,

Jay Wilson  
Director



Rensselaer County Bureau of Public Safety  
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Begin forwarded message:

**From:** "Info, Grant (DHSES)" <[Grant.Info@dhses.ny.gov](mailto:Grant.Info@dhses.ny.gov)>  
**Date:** April 9, 2021 at 11:00:04 AM EDT  
**To:** "County\_Executive@albanycounty.com" <[county\\_executive@albanycounty.com](mailto:county_executive@albanycounty.com)>, "mayor@albanyny.gov" <[mayor@albanyny.gov](mailto:mayor@albanyny.gov)>, "McLaughlin Steve" <[SMcLaughlin@rensco.com](mailto:SMcLaughlin@rensco.com)>, "patrick.madden@troyny.gov" <[patrick.madden@troyny.gov](mailto:patrick.madden@troyny.gov)>, "Jasenski, Anthony W (SCHENECTADY Co)" <[tony.jasenski@schenectadycounty.com](mailto:tony.jasenski@schenectadycounty.com)>, "gmccarthy@schenectadyny.gov" <[gmccarthy@schenectadyny.gov](mailto:gmccarthy@schenectadyny.gov)>  
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**Subject:** Former Tier II UASI Regions - FY2021 SHSP-SLETPP Grant Program: Allocation Notification and Application Materials - Albany-Schenectady-Troy Urban Area

Good Morning,

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) has recently released the FY2021 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), to include the State Homeland Security Grant Program (SHSP). As discussed in prior correspondence, there have been major changes to the way that DHS/FEMA will be evaluating our application and awarding funding this cycle. Therefore, our traditional approach to the application process must be modified in order to ensure that the new requirements are met and our application is successful.

We are pleased to inform you that the Albany-Schenectady-Troy Urban Area has received an allocation amount of \$1,904,312 under the FY2021 SHSP (to include SLETPP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). Please be reminded that a minimum of **30%** of your total projects as a Former Tier II Urban Area must be spent in support of the five (5) National Priority areas that DHS/FEMA is requiring this funding cycle. The National Priority Requirements are in the areas of Cyber Security, Soft Targets/Crowded Places, Intelligence and Information Sharing, Emerging Threats, and Combating Domestic Violence Extremism (NEW). Please be sure to make this part of your application development discussions. Funding decisions and final award amounts will be determined by DHS/FEMA and will be based on a Grant Effectiveness Review conducted on those **30%** National Priority projects.

The allocation and expenditure of these funds is for the benefit and protection of all residents in the region; therefore, an inclusive and collaborative approach between counties and cities is required. Once consensus is reached, individual Counties (to include respective city agencies within its jurisdictional boundaries) must coordinate and submit **ONE application** for submission to DHSES. Please keep in mind that the Federal guidelines require that 25 percent (\$476,078) of your highest total allocation amount be directed to law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ).

Please find attached the FY2021 SHSP-SLETPP Program Guidance and associated application worksheet. Your application for the FY2021 SHSP-SLETPP grant programs will be due to DHSES on **April 28, 2021**. Please send your completed application to [grant.info@dhses.ny.gov](mailto:grant.info@dhses.ny.gov). DHSES will issue formal award letters once we have completed our application to FEMA and final funding determinations have been made. New York State's application to FEMA is due by May 14, 2021.

Given this major shift in the program this year, DHSES will be hosting an Informational Webinar on **Wednesday, April 14 at 1:00PM**. You will have the opportunity to ask questions during this webinar. A follow-up e-mail will be released that will include the Web-ex link and call-in information. We appreciate your patience with this process and want to assure you that we are committed to providing assistance in navigating this process.

Thank you in advance for your assistance and we appreciate your patience given the time table FEMA has set.

Sincerely,

Eric

**Eric Abramson**

Director of Grants Program Administration

**NYS Division of Homeland Security & Emergency Services**  
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<Stubbed Attachments.htm>

**Coordination and Integration**

**A: Stakeholder Participation Summary** - To advance the "Whole Community" Approach to Security and Emergency Management as well as Integral Collaboration among various stakeholders within the jurisdictions, sub-recipients must describe in their application for funding how they coordinated with appropriate stakeholders both at the county level of government as well as with town, village, and city governments within the county to develop their application for FY2021 SHSP/SLETTP funding.

Please select from the boxes below those stakeholders that were involved in the development of your application. In the description box below, please detail how this coordination occurred (Meetings, Conference Calls, etc.) and what jurisdictions were involved. - Please provide specific details when possible.

Emergency Management		Law Enforcement		Fire Service/HazMat	
Public Health		EMS		Local & County Elected Officials	
Information Technology Officer (IT) / Chief Information Officer		Educational Institutions		Citizen Corp/Volunteer Groups	
Public Works		Tribal		Other (Please Specify in the Description Box)	

**Description:**

**Law Enforcement Terrorism Prevention Activities (SLETTP Projects)**

**A: Involvement of Local Law Enforcement (SLETTP projects only)**- For State Law Enforcement Terrorism Prevention Program (SLETTP) applications, sub-recipients should demonstrate how they coordinated with local law enforcement in the development of their FY2021 SLETTP projects (e.g. participation of town and city police departments with a county sheriff's office in establishing law enforcement projects).

**Description:**

THERE HAVE BEEN MANY DISCUSSIONS BETWEEN THE SHERIFF'S OFFICE AND LOCAL LAW ENFORCEMENT WITH REGARD TO CRITICAL RESPONSE RESOURCES NEEDED WITHIN RENS. COUNTY, AND A CONTINUATION OF OUR EXISTING RESOURCES IS VITAL.

## LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: \_\_\_\_\_ G Resolution:  P Resolution: \_\_\_\_\_

Title of Legislation: Acceptance of NYS Division of Homeland Security Grant T835411 funds

Requested by: Sheriff's Department

Sponsor(s): Capt. Derek Pyle

### FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$30,000.00 current year  
\$0.00 - ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): NYS Office of Homeland Security Grant
  - a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - b) For state funding: amount \$30,000.00 and length of time state funding is available through 8/31/24. Is it available for ongoing expenses? Yes \_\_\_ or No X
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  - d) Tax levy impact for current year \$ 0.00 and ongoing \$0.00
  - e) Other (please explain) \$ \_\_\_\_\_
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No X
- 4) Length of expense or project (one time only, ongoing, etc.): One time
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Expenses will be reimbursed by grant revenue.

Department Head

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