

JUDICIARY COMMITTEE

TUESDAY, MAY 2, 2023

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
C/J/B/R	G/3	<p>RESOLUTION AUTHORIZING AN AGREEMENT WITH EMERGENCY SERVICES MARKETING, CORP., INC. - BUREAU OF PUBLIC SAFETY</p> <p>Motion Made By: Seconded By: Moved:</p> <p>Notes:</p>
C/J/B/R	G/5	<p>RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES - BUREAU OF PUBLIC SAFETY</p> <p>Motion Made By: Seconded By: Moved:</p> <p>Notes:</p>
J/B/R	G/6	<p>RESOLUTION AUTHORIZING THE PURCHASE OF MEDIA AND AUDIO-VISUAL EQUIPMENT FOR THE RENSSELAER COUNTY FIRE TRAINING COMPLEX - BUREAU OF PUBLIC SAFETY</p> <p>Motion Made By: Seconded By: Moved:</p> <p>Notes:</p>
J/B/R	G/16	<p>RESOLUTION ACCEPTING FUNDING FROM NEW YORK STATE FOR RAISE THE AGE AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF PROBATION, RENSSELAER COUNTY JAIL AND DEPARTMENT OF SOCIAL SERVICES</p>

		<p>Motion Made By: Secoded By: Moved: Notes:</p>
C/J/B/R	G/17	<p>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</p> <p>Motion Made By: Secoded By: Moved: Notes:</p>
C/J/B/R	G/26	<p>RESOLUTION AUTHORIZING AMENDED AGREEMENT WITH NEW YORK STATE DEFENDERS ASSOCIATION, INC. - PUBLIC DEFENDER'S OFFICE</p> <p>Motion Made By: Secoded By: Moved: Notes:</p>

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date May 9, 2023

Resolution No. G/3

RESOLUTION AUTHORIZING AN AGREEMENT WITH EMERGENCY SERVICES MARKETING, CORP., INC. - BUREAU OF PUBLIC SAFETY

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

WHEREAS, First Responders require time saving alert and critical incident data; and

WHEREAS, Emergency Services Marketing Corp., Inc. (the "Vendor") has proven reliability for providing a secondary method of notification to critical incident data; and

WHEREAS, The Bureau of Public Safety ("Bureau") currently has an agreement with the Vendor, available to county staff only; and

WHEREAS, The services provided by the Vendor would be available to all County Fire, Law and EMS first responders as alternate method of notification; and

WHEREAS, The Bureau seeks to enter into a county-wide agreement with Emergency Service Marketing Corp., Inc.; and

WHEREAS, All purchases will be made in accordance with the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; and

WHEREAS, The purchase description, vendor, source of funding of the same, 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>
Responder Notification	Emergency Services Marketing Corp, Inc. PO Box 93 Dewitt, NY 13214	A.3640.04420 SHS.2022.04420	\$29,659

; now, therefore be it

Resolution No. G/3

Page No. 2 of 2

RESOLVED, That the Rensselaer County Executive or his designee is authorized to sign for the above-referenced purchase.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 9, 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



SUBSCRIPTION RENEWAL AGREEMENT

NOTE: Longer subscriptions are less expensive and protect against price increases by locking in your rate.

Subscriber : **Rensselaer County of Bureau of Public Safety (NY)**
(The name of the entity that is subscribing)

Renewal Subscription Commencement Date: **February 1, 2023**

This Renewal Agreement extends the IamResponding subscription by and between Subscriber and IamResponding, on all of the same terms and conditions set forth in Subscriber’s most recent subscription agreement (expressly adopted and incorporated herein), other than the length and payment terms of the agreement, and as set forth below:

1. Subscriber’s IamResponding renewal subscription starts on the Renewal Subscription Commencement Date indicated above, and ends five, three or one year(s) from the Commencement Date, depending on the option selected below:

Select ONE of the following options:

BEST VALUE:		
Five Year IaR Renewal	Three Year IaR Renewal	One Year IaR Renewal
<input type="checkbox"/> \$305/yr Annually	<input type="checkbox"/> \$305/yr Annually	<input checked="" type="checkbox"/> \$305
<input type="checkbox"/> \$1,450 One-time	<input type="checkbox"/> \$915 One-time	

2. If selected below, Subscriber further subscribes to MyLocalSafety (“MyLS”) for the term and subscription fee selected below, as of the same commencement date above. MyLS is a companion app to IamResponding that is used to enhance community communications and to enable community members to upload residential pre-plans to subscriber’s IamResponding mapping. More information and terms of use are available at MyLocalSafety.com. MyLS subscriptions require an IamResponding subscription of at least the same duration.

Select ONE of the following options:

BEST VALUE:		
Five Year MyLS Term	Three Year MyLS Term	One Year MyLS Term
<input type="checkbox"/> \$550/yr Annually	<input type="checkbox"/> \$700/yr Annually	<input type="checkbox"/> \$900
<input type="checkbox"/> \$2,612 One-time	<input type="checkbox"/> \$1,995 One-time	

3. Subscriber warrants that the person signing this Agreement has the authority to enter into this Subscription Renewal Agreement on behalf of the Subscriber.

Subscribing Entity's Name: Rensselaer County Bureau of Public Safety

Printed Name of Authorized Signor: Paul Glasser

Date: 2/17/23

Signature:  _____

By: _____ Date: _____

Daniel R. Seidberg,
President, lamResponding

All subscription fees are in US funds, and shall be paid in US funds. All prices set forth are the cash discount prices for payments via cash or checks. Non-discounted pricing for credit card payments is 3.5% higher for all prices set forth.

*All checks should be made payable to: Emergency Services Marketing Corp., Inc.
Tax Identification No.: 20-5787005*

Please return this ENTIRE agreement to us; not just the signature page!

Email to: Subscriptions@emergencysmc.com
Facsimile: (315) 314-7748
Or Mail to: Emergency Services Marketing Corp.
PO Box 93
Dewitt, NY 13214-0093



CONTACT UPDATE FORM

RETURN VIA FAX TO 315-314-7748 or
EMAIL TO Subscriptions@Emergencysmc.com

Department Name, as it appears on your main screen: Rensselaer County BPS

PRIMARY CONTACT
Name
Phone Number
Email Address
Fax Number

John. Mainello
518.266.3321
jmainello@renesco.com

BILLING CONTACT
Name
Phone Number
Email Address
Fax Number

<input type="checkbox"/> Same as above
Paul Glatzer
518.906.4299
pglatzer@renesco.com

MAILING ADDRESS
Street
City/Town
State/Province
Country
Zip/Postal Code
County

99 Tioy Road.
East Greenbush NY
12061
Rensselaer

BILLING ADDRESS
Street
City/Town
State/Province
Country
Zip/Postal Code
County

<input checked="" type="checkbox"/> Same as above

PHYSICAL ADDRESS OF YOUR PRIMARY STATION
Street
City/Town
State/Province
Country
Zip/Postal Code
County

<input type="checkbox"/> Same as above
4000 Main St
Tioy
NY
USA
12180
Rensselaer



Cost Proposal to:

Rensselaer County (NY)

For the region-wide implementation of:

IamResponding.com

US Patents 8,009,810 B2 and 8,848,877 B2

Australia Patent 2008208041

New Zealand Patent 578654

Canadian Patent 2676134

International Patents Pending

(Now including NFIRS and TwoToneDetect with all subscriptions!)

This Cost Proposal is intended to be utilized and applied in conjunction with the Business and Technical Proposal and Sole Source Statement, also submitted by IamResponding, and will remain valid for forty-five (45) days from the date of this proposal.

Proposal Date: 4.3.2023

Confidentiality:

All terms, costs and provisions set forth herein are provided as confidential and proprietary and are to be treated as such by the recipient, with such terms and conditions being shared with only such other municipal officials as are deemed by recipient to have a specific need to know basis.

Terms:

Number of IamResponding systems to be configured and provided: **Fifty-Three (53)** department/agency systems, **1** Dispatch Center system and **1** TwoToneDetect Management system.

Number of members, users and devices: **Unlimited**

Proposed Cost Options:

<u>Term</u>	<u>Yearly cost if paid annually</u>	<u>Total cost if paid up-front</u>	<u>One-time set-up fee</u>	<u>Phone call costs</u>
3 Years	\$29,659	\$86,605	\$35	\$470/year
5 Years	\$26,620	\$128,840	\$35	\$470/year

Additional agencies and region-wide specialty teams may be added during the same subscription term at the following rates:

Each additional agency that is dispatched to MORE than 100 events per year:

3-year term: \$691/year**

5-year term: \$621/year**

Each additional agency that is dispatched to LESS than 100 events per year:

3- or 5-year term: \$287/year**

**Plus, a one-time set up fee of \$35 per agency or team and telephone charges as set forth below.

Please Note: This proposed base subscription fee is based on your representation that: **Forty-One (41)** of the proposed agencies and teams is/are dispatched to more than 100 dispatches of their own dispatches per year, and **Twelve (12)** of the proposed agencies is/are dispatched to fewer than 100 dispatches of their own dispatches per year. If this representation is not accurate, then the actual Base Subscription Fee may be adjusted either upward, or downward, as the case may be, depending upon corrected information.

Included services:

Unlimited access to all responder information by Regional dispatchers, Regional Fire & EMS Coordinators and such others as may be designated by the Subscriber; separate, designated sites for each included agency and team; all current functions of IamResponding.com; 24x7x365 email technical support; set up of program options for each agency and team; periodic system upgrades; two (2) live webinar training sessions “as needed” of system administrators (“train the trainers”).

Excluded Services:

Input or maintenance of individual member profiles (to be performed by agencies and/or teams); user-end hardware or software; installation, maintenance or troubleshooting of user-end hardware, or at user sites.

Telephone Charges:

This is paid annually, together with your annual Base Subscription Fee. The cost is \$10/year for agencies dispatched to more than 100 incidents per year, and \$5/year for agencies dispatched to fewer than 100 incidents per year. With a multi-year Term, paid up front, the annually due amount is multiplied by the number of years of the Term, and then is also paid up front.

Current Subscribers:

Upon the region’s subscription to, and initial payment for, the system, any current agency or team covered by the subscription agreement which has already subscribed to the system, which is included within the region’s implementation plan, and which is current on their account, shall receive a pro-rated refund of any subscription fees already paid (exclusive of any set-up fees) for any unused portion of their subscription.

Contact Information:

For further information or questions concerning this proposal, please contact:

Markus Wait
Emergency Services Marketing Corp., Inc.
PO Box 93
Dewitt, NY 13214
315-701-1372, Ext. 12
mwait@emergencysmc.com

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: P Resolution: _____

Title of Legislation: Resolution authorizing and agreement with Emergency Services Marketing- I am responding

Requested by: Jay Wilson

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any:) \$ 29,659, 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 \$ 29,659: and length of time state funding is available until 8/31/2025 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 _____ 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 I am Responding which is a first responder notification system

Department Head

Jay Wilson

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Judiciary & Public Service

Committee

Date May 9, 2023

Resolution No. G/5

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES - BUREAU OF
PUBLIC SAFETY**

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

WHEREAS, Rensselaer County has been awarded an Emergency Management Performance Grant ("EMPG") from the New York State Division of Homeland Security and Emergency Services in the amount of \$61,723.00 for the period of October 1, 2022 to September 30, 2025; and

WHEREAS, This grant requires the County to match funds in the amount of \$61,723.00; and

WHEREAS, The grant provides reimbursement of costs incurred to address communication between Emergency Operations Center ("EOC") and 911 Center, also providing necessary equipment and maintenance for both locations for the Emergency Center Operations and 911; now, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to accept and sign the above-referenced grant agreement, subject to the approval as to form by Rensselaer County Attorney; and, be it further

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 herby is amended as follows:

2023 GENERAL FUND REVENUE

<u>CODE/DECRPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3640.43880.EMP.2023.43880	\$0.00	\$61,723.00	\$61,723.00

2023 GENERAL FUND APPROPRIATION

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3640.04420.EMP.2023.04420	\$0.00	\$61,723.00	\$61,723.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 9, 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

From: [Terry O'Brien](#)
To: [Ryan, Joseph](#)
Subject: FW: FY2023 Emergency Management Performance Grant (EMPG) Program: Allocation Notification and Application Materials - Rensselaer County
Date: Monday, April 10, 2023 2:05:44 PM
Attachments: [FY2023 EMPG Local Guidance Final.pdf](#)
[FY2023 Local EMPG Application Worksheet.xlsx](#)
[FY2023 EMPG Attestation Document.docx](#)

From: Glasser, Paul <PGlasser@rensko.com>
Sent: Monday, March 27, 2023 8:58 AM
To: Wilson, Jay <JWilson@rensko.com>; Rockwell, Aiden <ARockwell@rensko.com>; Terry O'Brien <TObrien@rensko.com>
Cc: Dalaba, Amy <ADalaba@rensko.com>
Subject: FW: FY2023 Emergency Management Performance Grant (EMPG) Program: Allocation Notification and Application Materials - Rensselaer County

Good Morning,

Attached in the information the 2023 EMPG grant, they have already determined how much we get, we need to complete the application and submit it as instructed below. Last year we used this grant to pay for CAD maintenance , that will not be required this year. In the past we have used it for DLAN, the County APP and I think for "I am responding". I highly encourage everyone to review the guidance document.

A few things to keep in mind

- The is a matching grant .
- The is an MWBE required grant which means \$18,381 needs to be allocated towards MWBE unless we get a waiver
- The grant relieves heavily on the CEPA , which Aiden has access to and can assist.
- I discourage using it for Personnel or salaries, that becomes a record keeping nightmare.
- The attestation document is not required unless we decided to use it for personnel cost.

The decision ultimately is that of the Director on the use the grant, once the decision is made the application can be submitted.

Paul

From: Info, Grant (DHSES) <Grant.Info@dhses.ny.gov>
Sent: Friday, March 24, 2023 4:57 PM
To: McLaughlin, Steve <SMcLaughlin@rensko.com>
Cc: Wilson, Jay <JWilson@rensko.com>; Glasser, Paul <PGlasser@rensko.com>; Riley, Beverly (DHSES) <Beverly.Riley@dhses.ny.gov>
Subject: FY2023 Emergency Management Performance Grant (EMPG) Program: Allocation Notification and Application Materials - Rensselaer County

Dear Emergency Management Stakeholder,

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) recently released the FY2023 Notice of Funding Opportunity for the Emergency Management Performance Grant (EMPG) Program. We are pleased to inform you that Rensselaer County has received an allocation amount of \$61,723 under the FY2023 EMPG Program.

Please find attached the FY2023 EMPG Program Guidance, application worksheet, and attestation document for the EMPG mandatory training. Your application for the FY2023 EMPG grant program is due to DHSES by 5:00 p.m. **April 19, 2023**. Please send your completed application to 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 18, 2023.

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

Sincerely,

Eric Abramson

Director of Grants Program Administration

NYS Division of Homeland Security & Emergency Services

Grants Program Administration

1220 Washington Avenue, State Campus Building 7a, Albany, NY 12226

(518) 402-2123 | Eric.Abramson@dhses.ny.gov

www.dhses.ny.gov



KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

FY2023 Emergency Management Performance Grant (EMPG)
Attestation of Completed Mandatory Training

Following is a list of the FY2023 Emergency Management Performance Grant (EMPG) Program mandatory training:

Table with 1 column and 5 rows: NIMS Training Course, ICS-100: Introduction to the Incident Command System, ICS-200: ICS for Single Resources and Initial Action Incidents, IS-700: National Incident Management System, An Introduction, IS-800: National Response Framework, An Introduction

AND

Table with 3 columns: FEMA Professional Development Series (PDS), OR, National Emergency Management Basic Academy. Lists various training courses like IS-120.c, IS-139.a, IS-230.d, IS-235.c, IS-240.b, IS-241.b, IS-242.b, IS-244.b, IS-230.d, E/L101, E/L102, E/L103, E/L104, E/L105.

By signing this document below you are attesting that for each EMPG funded employee (and those used as match) on your FY2023 EMPG Program application that proof of completion for the required courses as noted on the application worksheet is on file and available for review, and that you agree to maintain the proof of completion with your grant records.

*If all courses above have not yet been completed, they must be completed before the end of the Period of Performance for the EMPG grant program cycle in order for the sub-recipient to remain in compliance.

Name: _____

Signature: _____

(of Signatory or authorized representative submitting EMPG Application and attesting to completion by employees as indicated on application worksheet)

Title: _____

Date: _____



Homeland Security and Emergency Services

FY2023 Emergency Management Performance Grant (EMPG) Program Local Grant Program Guidance

Application Deadline: April 19, 2023 by 5:00 pm

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I. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2023 Emergency Management Performance Grant (EMPG) program is one of the grant programs that constitute DHS/FEMA's focus on all-hazards emergency preparedness, including the evolving threats and risks associated with climate change. These grant programs are part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the goals noted in the DHS Strategic Plan, the EMPG program supports the goal to Strengthen Preparedness and Resilience.

The [2022-2026 FEMA Strategic Plan](#) outlines a bold vision and three ambitious goals to address key challenges the agency faces during a pivotal moment in the field of emergency management. Wide-ranging and long term, the goals defined in the plan respond to the changing landscape in which we find ourselves. The goals to meet this challenge are:

Goal 1 – Instill equity as a foundation of emergency management

Goal 2 – Lead whole of community in climate resilience

Goal 3 – Promote and sustain a ready FEMA and prepared nation

These goals complement the nation's growing expectations of the emergency management community. All EMPG Program sub-recipients are encouraged to review the <https://www.fema.gov/about/strategic-plan> and consider how FY2023 EMPG Program funding can be used to support the Plan's goals and objectives as they apply to your jurisdiction's specific needs and the needs of the whole community.

Objectives

The FY2023 Local EMPG program will provide funds to assist local emergency management agencies in the implementation of the National Preparedness System and the National Preparedness Goal (the Goal) of a secure and resilient nation.

To that end, program objectives include: 1) closing capability gaps that are identified in the state's most recent Stakeholder Preparedness Review (SPR); and 2) building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/SPR process and other relevant information sources.

When developing priorities, applicants should consider the following national priorities, which correspond directly to the [2022-2026 FEMA Strategic Plan](#):

- Equity

- Climate Resilience
- Readiness

To the extent possible, equity considerations must be factored into all FY2023 EMPG Program-funded investments across all national priority areas. This is a requirement for FY2023. Climate resilience considerations will also be a continued area of focus for FY2024.

Additional information on these priorities, including examples of allowable activities, is available from FEMA at <https://www.fema.gov/grants/preparedness/emergency-management-performance/fy-23-nofo>.

Local applicants should continue to use their CEPA assessment results to inform the development of projects for their local EMPG Program applications as local CEPAs are used by the State to inform the development of the THIRA. Other relevant information sources, such as: 1) after-action reports (AARs) following exercises and/or real-world events; 2) audit and monitoring findings; 3) Hazard Mitigation Plans; and/or 4) other deliberate planning products may also be used to inform local and State projects.

Period of Performance

The period of performance for FY2023 EMPG funds is 36 months, from October 1, 2022 to September 30, 2025. Although extensions to the period of performance may be granted by FEMA when, due to circumstances beyond the control of the subrecipient, activities associated with the award cannot be completed within the stated performance period, applicants should only propose projects that can and will be completed within the performance period.

SAFECOM

Recipients (including subrecipients) who receive awards under HSGP that wholly or partially provide funding for emergency communication projects and related activities must comply with the SAFECOM Guidance on Emergency Communications Grants. Additional information can be accessed online at: <http://www.dhs.gov/safecom/funding>. In addition, recipients must describe how proposed communications investments align to needs identified in the Statewide Communication Interoperability Plan (SCIP), which can be found at: <http://www.dhSES.ny.gov/oiec/plans-policies-guidelines/>, and coordinate the development of their communication investment with the Statewide Interoperability Coordinator (SWIC).

National Incident Management System (NIMS) Implementation

Subrecipients must ensure and maintain adoption and implementation of NIMS. **DHSES will engage subrecipients as needed to collect basic information required for NIMS certification.** If you have any questions regarding NIMS, please contact DHSES.NIMS@dhses.ny.gov.

Incident management activities require carefully managed resources (personnel, teams, facilities, equipment, and/or supplies). Utilization of the standardized resource management concepts, such as typing, credentialing, and inventorying, promotes a strong national mutual aid capability needed to support delivery of core capabilities. Subrecipients should manage resources purchased or supported with FEMA grant funding according to NIMS resource management guidance. Additional information on resource management and NIMS resource typing definitions and job titles/position qualifications is available under <http://www.fema.gov/resource-management-mutual-aid>.

National Qualification System (NQS)

FY 2023 EMPG Program sub-recipients are required to work toward implementation of the National Qualification System (NQS) by developing an Implementation Plan using the [FEMA provided two-page template](#). Please see the [Preparedness Grants Manual, Appendix H](#) for more information on NIMS and NQS implementation requirements.

DHSES will, as necessary, collect data regarding the implementation of the NQS during the NIMS survey of sub-recipients or through other appropriate means.

II. Allowable Costs

Management and Administration (M&A)

Management and Administration (M&A) activities are those defined as directly relating to managing and administering the award, such as financial management and monitoring. It should be noted that salaries of local emergency managers are not typically categorized as M&A, unless the local Emergency Management Agency (EMA) chooses to assign personnel to specific M&A activities.

M&A costs are allowable for local EMAs. Local EMAs may retain and use up to five percent (5%) of the amount received from the State for local M&A purposes.

Planning

Planning spans all five National Preparedness Goal (the Goal) mission areas and provides a methodical way to engage the whole community in the development of a strategic, operations, and/or community-based approach to preparedness.

EMPG Program funds may be used to develop or enhance emergency management planning activities. Some examples include:

Emergency Operations Plan (EOP)/Comprehensive Emergency Management Plan (CEMP)

- Maintaining a current EOP/CEMP that is aligned with guidelines set out in CPG 101 which is available in [Comprehensive Preparedness Guide \(CPG\) 101: Developing and Maintaining Emergency Operations Plans](#).
- Modifying existing incident management and emergency operations plans
- Developing/enhancing large-scale and catastrophic event incident plans

Communications Plans

- Developing and updating Statewide Communication Interoperability Plans
- Developing and updating Tactical Interoperability Communications Plans

Administrative Plans

- Developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program

Whole Community engagement/planning

- Developing or enhancing mutual aid agreements/compacts.
- Developing/enhancing emergency operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation.
- Integrating program design and delivery practices that ensure representation and services for under-represented, diverse populations that may be more impacted by disasters, including children, seniors, individuals with disabilities or access and functional needs, individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Resource Management Planning

- Developing/enhancing logistics and resource management plans
- Developing/enhancing volunteer and/or donations management plans

Shelter and Evacuation Planning

- Developing/enhancing sheltering and evacuation plans, including plans for: alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations, sheltering, and re-entry

Recovery Planning

- Disaster housing planning, such as creating/supporting a state disaster housing task force and developing/enhancing state disaster housing plans
- Pre-event response, recovery, and mitigation plans in coordination with state, local, and tribal governments
- Developing/enhancing other response and recovery plans
- Developing recovery plans and preparedness programs consistent with the principles and guidance in the National Disaster Recovery Framework (NDRF) that will provide the foundation for recovery programs and whole community partnerships.

Continuity Planning

Continuity planning and operations are an inherent element of each core capability. Continuity operations increase resilience and the probability that organizations can perform essential functions. FEMA develops and promulgates Federal Continuity Directives (FCDs) to establish continuity program and planning requirements for executive departments and agencies and Continuity Guidance Circulars (CGCs) for state, local, tribal, and territorial governments, non-governmental organizations, and private sector critical infrastructure owners and operators. This direction and guidance assist in developing capabilities for continuing the essential functions of federal, state, local, tribal, territorial governmental entities as well as the public/private critical infrastructure owners, operators, and regulators enabling them.

Presidential Policy 40, FCD 1, FCD 2, CGC 1, and CGC 2 outline the overarching continuity requirements and guidance for organizations and provide guidance, methodology, and checklists. For additional information on continuity programs, guidance, directives, and available technical assistance, visit [Continuity Resources and Technical Assistance](#) and [National Continuity Programs](#).

Allowable continuity planning activities include the development of the following:

- Continuity of operations and Continuity of Government planning products for the continuance of essential functions and associated leadership;
- Risk-based needs assessments based on the THIRA to inform risk mitigation efforts to ensure the continuity of essential functions and associated leadership; and
- Public and private sector outreach and messaging regarding continuity resilience benefits and strategies.

Organization

Per the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, as amended, (42 U.S.C. §§ 5121-5207), EMPG funds may be used for all-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management including staffing Community Emergency Response Team (CERT) and Citizen Corps positions at the local levels in order to promote whole community engagement in all phases of emergency management; performing closeout activities on FEMA Disaster Assistance grants; staffing permanent technical advisors on children's needs at the local level, and supporting fusion center analysts who are directly involved in all-hazards preparedness activities as defined by the Stafford Act. Proposed staffing activities should be linked to accomplishing the activities outlined in the EMPG Work Plan.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits, are allowable costs with EMPG funds. These costs must comply with 2 C.F.R. Part 200, Subpart E – Cost Principles.

Equipment

Allowable equipment categories for EMPG are listed on the web-based version of the Authorized Equipment List (AEL) at <https://www.fema.gov/authorized-equipment-list>. Unless otherwise stated, equipment must meet all mandatory regulatory and/or FEMA-adopted standards to be eligible for purchase using these funds. In addition, agencies will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Allowable equipment includes equipment from the following AEL categories:

- Personal Protective Equipment (PPE) (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communications Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Category 21)

In addition to the above, general purpose vehicles are allowed to be procured in order to carry out the responsibilities of the EMPG Program. If local governments have questions concerning the eligibility of

equipment not specifically addressed in the AEL, they should contact their DHSES Contracts Representative for clarification.

Applicants must analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 C.F.R. Part 200, including 2 C.F.R. §§ 200.310, 200.313, and 200.316.

Requirements for Small Unmanned Aircraft System

All requests to purchase Small Unmanned Aircraft System (SUAS) must comply with https://www.fema.gov/sites/default/files/documents/fema_policy-prohibited-controlled-equipment-fema-awards.pdf and must include the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties in the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. Requests for SUAS must be submitted to your DHSES Contracts Representative for pre-approval.

FEMA Policy #405-143-1

Please note that effective August 13, 2020, DHS/FEMA issued a policy and directive which prohibited expending any FEMA Award funds for covered Telecommunications Equipment or Services provided through certain entities for national security reasons. Please be sure to be mindful as you develop your telecommunication equipment projects and procure your grant funded equipment (e.g., communication, surveillance equipment – e.g., Unmanned Aerial Systems, etc.). If you have any questions, please reach out to your Contract Representative for clarification.

The policy can be found at [Prohibition on Certain Telecommunications Equipment Services](#).

Funding for Critical Emergency Supplies

Sub-recipients may acquire critical emergency supplies such as: shelf stable products, water, and basic medical supplies are an allowable expense under the EMPG Program. Acquisition of critical emergency supplies requires FEMA approval of a five-year viable inventory management plan prior to allocating grant funds for stockpiling purposes. The five-year plan should include a distribution strategy and related sustainment costs if the grant expenditure is over \$100,000.

Training

EMPG funds may be used for a range of emergency management-related training activities to enhance the capabilities of local emergency management personnel through the establishment, support, conduct, and attendance of training. Training activities should align to the State's current, Multi-Year Integrated Preparedness Plan (IPP) that is developed through an annual Integrated Preparedness Planning Workshop (TEPW) and built from training gaps identified in the THIRA/SPR/CEPA process. Further guidance concerning the IPP and the IPPW can be found at [Preparedness Toolkit Program Management Templates](#). Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Sub-recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. NIMS is also included in the curriculum of the EMI Basic Academy. The NIMS Training Program can be found at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

Prior Approval Requirements

Any non-DHS training course to be supported with EMPG funds must be submitted in advance to DHSES for written approval. Attendance at conferences, workshops, and/or out-of-state travel for training opportunities will require prior approval from DHSES.

Allowable Training Costs

Training should:

- Foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level;
- Strengthen best practices; and
- Provide a path toward building sustainable resilience.

Allowable training-related costs include the following:

Funds Used to Develop, Deliver, and Evaluate Training: Includes costs related to administering training, such as planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training or training gaps,

including those for children and individuals with disabilities or access and functional needs, should be identified in the Multi-Year IPP and addressed in the training cycle.

Overtime and Backfill: The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government *and* from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

Travel: Travel costs (e.g., airfare, mileage, per diem, and lodging costs) are allowable as expenses by employees who are on travel status for official business related to approved training. International travel is not an allowable cost under this program unless approved in advance by FEMA.

Hiring of Full- or Part-Time Staff or Contractors/Consultants: Full- or part-time staff or contractors/consultants may be hired to support direct training-related activities. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327. Payment of salaries and fringe benefits must be in accordance with the policies of the state or unit(s) of local government and have the approval of the state or FEMA, whichever is applicable.

Certification/Recertification of Instructors: Costs associated with the certification and re-certification of instructors are allowed. States are encouraged to follow the FEMA Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses which involve training of trainers.

Additional types of allowable training or training-related activities include, but are not limited to:

- Developing/enhancing systems to monitor training programs
- Conducting all-hazards emergency management training
- Attending EMI training or delivering EMI train-the-trainer courses
- Attending other FEMA-approved emergency management training
- State-approved, locally sponsored CERT training
- Mass evacuation training at local, state, territorial and tribal levels

Exercises

Allowable exercise-related costs include:

Funds Used to Design, Develop, Conduct and Evaluate Preparedness Exercises: This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Recipients are encouraged to use free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Gaps identified during an exercise, including those for children and individuals with disabilities or access and functional needs, should be identified in the After-Action Report (AAR)/Improvement Plan (IP) and addressed in the exercise cycle.

Hiring of Full- or Part-Time Staff or Contractors/Consultants: Full- or part-time staff may be hired to support direct exercise activities. Payment of salaries and fringe benefits must be in accordance with the policies of the unit(s) of local government and have the approval of the state or DHS/FEMA, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct, and evaluation of exercises. Hiring of contractors/consultants must follow the applicable federal procurement requirements at 2 C.F.R. §§ 200.317-200.327.

Overtime and Backfill: The entire amount of overtime costs, including payments related to backfilling personnel, that are the direct result of time spent on the design, development and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the unit(s) of local government and has the approval of the state or FEMA, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government *and* from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

Travel: Travel costs (e.g., airfare, mileage, per diem, lodging costs) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise activities.

Supplies: Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise activities (e.g., gloves, non-sterile masks, and disposable protective equipment).

Homeland Security Exercise and Evaluation Program (HSEEP) Implementation: This refers to costs related to developing and maintaining an exercise program consistent with HSEEP.

Other Items: These costs are limited to items consumed in direct support of exercise activities, such as space/locations rentals for planning and conducting an exercise, equipment rentals, and the procurement of other essential nondurable goods. Sub-recipients are encouraged to use free public space/locations, whenever available, prior to the rental of space/locations. Costs associated with inclusive practices and the provision of reasonable accommodations and modifications that facilitate full access for children and adults with disabilities are allowable.

Unauthorized exercise-related costs include:

- Reimbursement for maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and nondurable goods purchased for installation and/or use beyond the scope of exercise conduct.

Construction and Renovation

Construction and renovation projects for a local government's principal Emergency Operations Center (EOC) as defined by the State Administrative Agency (SAA) are allowable under the EMPG Program.

Written approval must be provided by FEMA through DHSES prior to the use of any EMPG Program funds for construction or renovation. Requests for EMPG Program funds for construction of an EOC must be accompanied by an EOC Investment Justification, SF-424c, and SF-424d submitted through DHSES to their Regional FEMA Program Manager for review. Please contact your assigned DHSES Contracts Representative to obtain the form and for additional information and requirements for EOC construction.

The above examples are not intended to exclude other construction projects as potentially allowable costs. For example, construction of a facility for the storage of critical emergency supplies, as a Point of Distribution (POD) for emergency distribution, and/or to serve as a staging area for deployment of emergency response resources is potentially an allowable expense. Other construction or renovation projects, such as a secondary or local EOC, will be considered on a case-by-case basis, as described below in the guidance regarding advance written approval.

Additionally, any construction projects that are being funded through HSGP funding, must also comply with the Build America, Buy America Act (BABAA). The BABAA requires that no financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. Information with regards to this policy and its impact are available at:

https://www.fema.gov/sites/default/files/documents/fema_build-america-buy-america-act-policy.pdf

Environmental and Historic Preservation (EHP) Compliance

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws, and executive orders, as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to non-compliance with EHP laws, executive order, regulations, and policies.

All sub-recipients are required to comply with DHS/FEMA EHP Policy Guidance, FEMA Policy 108-023-1. The EHP screening form can be found [here](#) and further EHP guidance can be found at <https://www.dhSES.ny.gov/environmental-planning-and-historic-preservation-ehp>.

Sub-recipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, new construction including replacement of facilities, and some training activities, must participate in the FEMA EHP review process.

Sub-recipients are also encouraged to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects, compliance with all state and EHP laws and requirements). Projects for which the sub-recipient believes an Environmental Assessment (EA) may be needed, as defined in [Implementation of the National Environmental Policy Act](#), and [FEMA Directive 108-1 and FEMA Instruction 108-1-1](#), must also be identified through DHSES to the FEMA EMPG Regional Program Manager within six months of the

award, and completed EHP review materials must be submitted no later than 12 months before the end of the period of performance. EHP review packets should be sent to DHSES by email to Grant.Info@dhses.ny.gov.

Advance Approval Requirement

Advance written approval through DHSES from FEMA prior to the use of any annual EMPG Program funds for construction or renovation, including such activities at the sub-recipient level. Such costs would need to fall within the scope of the recipient's final approved Work Plan, otherwise an updated Work Plan may be required. Such requests should be submitted in writing through DHSES to the applicable FEMA Regional Grant Program Office. FEMA's review and approval will involve both the regional office and FEMA Grant Programs Directorate.

Real Property Use and Disposition Requirements

Real property improved under a federal award falls under the 2 C.F.R. Part 200 guidance for real property. In accordance with 2 C.F.R. § 200.311, a recipient or subrecipient may only use real property acquired or improved under a federal award for the originally authorized purpose, as long as it is needed for that purpose, during which time the recipient or subrecipient must not dispose of or encumber its title or other interests. However, upon the end of that period where it needs the property for the originally authorized purpose (i.e., the functional use of the property for which FEMA awarded the grant), the recipient or subrecipient will then dispose of the property in keeping with the requirements set forth in 2 C.F.R. § 200.311.

When a grant-funded property is no longer needed for the originally authorized purpose, the recipient or subrecipient (through the pass-through entity) must obtain disposition instructions from the cognizant FEMA Regional Administrator or the pass-through entity.

Construction of Communication Towers

When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's (FCC) Section 106 review process has been completed and submit all documentation resulting from that review to FEMA prior to submitting materials for EHP review.

Davis-Bacon Act Compliance

EMPG Program recipients using funds for construction projects must comply with the Davis-Bacon Act and subsequent legislation (40 U.S.C. §§ 3141 et seq.). See 42 U.S.C. § 5196(j)(9). Grant recipients must

ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Accessibility Compliance

EMPG Program recipients using funds to build or alter buildings must comply with accessibility requirements under the *Rehabilitation Act of 1973 and Architectural Barriers Act of 1968 (ABA)*, as well as the Americans with Disabilities Act (ADA), if applicable, to ensure individuals with disabilities have access to such buildings. Accessibility standards under the ABA and ADA are highly similar. Additional information regarding compliance with the *Architectural Barriers Act* is available at [Guide to the ABA](#).

Acquisition of Real Property

Acquisition of real property is permissible if such property is needed to support other allowable program costs or activities. Please contact your contract representative for additional information if you are proposing the acquisition of real property.

Advance Approval Requirement

Consistent with the requirements outlined above regarding construction activities, sub-recipients must obtain advance written approval through DHSES from the cognizant FEMA Regional Administrator prior to obligating EMPG Program funds for acquisition of real property. Additionally, in cases of acquisition or improving real property, sub-recipients are required to submit to DHSES a SF-429-B, Real Property Status Report, Attachment B providing details of the relevant property to be acquired.

Property Use, Reporting, and Disposition Requirements

The acquisition, use, and disposition of real property shall be subject to the provisions of 2 C.F.R. Part 200. In accordance with 2 C.F.R. Part 200, sub-recipients are required to report on the status of the acquired property on an annual basis using SF-429-A Real Property Status Report, Attachment A (General Reporting). Such reporting shall continue as long as the property is being used for the originally authorized purpose. Please refer to [IB 458a](#) for additional guidance on disposition requirements.

Leasing of Real Property

Leasing of real property is permissible if the property is needed to support other allowable annual EMPG Program activities.

Advance Approval Requirement

Sub-recipients must obtain advance written approval through DHSES from the cognizant FEMA Regional Administrator prior to obligating annual EMPG Program funds for the leasing of real property.

Allowable Period of Lease Expenses

In cases where a property will be leased and the lease will be paid in full or in part EMPG Program funds, any costs associated with the lease that are charged to an EMPG Program award must occur within the period of performance of the associated award(s). Real property lease costs must also comply with 2 C.F.R. Part 200.

Maintenance and Sustainment

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active grant awards, unless otherwise noted.

EMPG grant funds are intended to support the Goal and fund activities and projects that build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA Grant Program Directorate's [Information Bulletin \(IB\) 379](#) (Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding) allows for the expansion of eligible maintenance and sustainment costs, which must be: (1) in direct support of existing capabilities; (2) an otherwise allowable expenditure under the applicable grant program; (3) tied to one of the core capabilities in the five mission areas contained within the Goal, and; (4) shareable through the EMAC.

Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either Federal grant funding or any other source of funding other than DHS/FEMA preparedness grant program dollars.

Unallowable Costs

EMPG funds may not be used for:

- Unallowable Equipment: Grant funds must comply with [FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards](#) and may not be used for the purchase of the following equipment: firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Expenditures for weapons systems and ammunition.
- Costs associated with hiring, equipping, training, etc. sworn public safety officers whose **primary** job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties
- Costs that supplant traditional public safety positions and responsibilities
- Activities and projects unrelated to the completion and implementation of the EMPG Program.
- Clothing used for everyday wear by emergency management employees or other personnel.

In general, subrecipients should consult with their DHSES Contract Representative prior to making any investment that does not clearly meet the allowable expense criteria established in this guidance.

Supplanting

Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose.

III. Application Linkages

Alignment of EMPG to the National Preparedness System

The EMPG contributes to the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities. Core capabilities are essential for the execution of critical tasks for each of the five mission areas outlined in the Goal. The EMPG Program's allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas described in the Goal.

FEMA requires recipients to prioritize grant funding to demonstrate how EMPG Program-funded investments support 1) building or sustaining those capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process and other relevant information sources, such as: i) after-action reports (AARs) following exercises or real-world events; ii) audit and monitoring findings; iii) Hazard Mitigation Plans; and/or iv) other deliberate planning products; and 2) closing capability gaps that are identified in the

state or territory's most recent SPR. To better understand the relationship between building capabilities and closing capability gaps, refer to [Comprehensive Preparedness Guide \(CPG\) 201: Threat and Hazard Identification and Risk Assessment \(THIRA\) and Stakeholder Preparedness Review \(SPR\) Guide](#).

FEMA continues to emphasize capabilities that address the greatest risks to the security and resilience of the United States. When applicable, funding should support deployable assets that can be used anywhere in the Nation through automatic assistance and mutual aid agreements, including, but not limited to, the Emergency Management Assistance Compact (EMAC).

The EMPG Program supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;
- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

New York State utilizes its Critical Capabilities and the County Emergency Preparedness Assessment (CEPA) process to assess hazards, evaluate capabilities, and identify gaps in preparedness. New York State crosswalks the results of the CEPA process to meet the requirements of the THIRA and SPR for New York State.

Building and Sustaining Core Capabilities

Subrecipients must describe how proposed EMPG Program-funded projects will close capability gaps or sustain capabilities identified through the CEPA/THIRA/SPR process or other relevant information sources that identify capability needs.

IV. Required Activities:

a. New York State Requirement

Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man-made disasters. Funded recipients and sub-recipients agree to attend and participate in any DHSES-sponsored conferences, training, workshops or meetings (excluding those identified by

DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

b. Mandatory Training:

All EMPG funded personnel and personnel used as match for the federal share shall complete and maintain proof of completion of the mandatory training courses required by the EMPG program. Funding personnel will need to attest to the completion of the mandatory training. A copy of the attestation form must be submitted along with your completed application, if your projects are applicable.

All EMPG-funded personnel are expected to be trained emergency managers. In addition to training activities aligned to and addressed in the IEP, all EMPG -funded personnel (including full- and part-time state, local, tribal and territorial (SLTT) recipients and subrecipients) shall complete the following training requirements and maintain proof of completion:

- NIMS Training - Independent Study (IS) 100, IS 200, IS 700, and IS 800 (any versions).

AND

- The Independent Study courses identified in the Professional Development Series **or** the National Emergency Management Basic Academy delivered either by the Emergency Management Institute (EMI) or at a sponsored State, local, tribal, territorial, regional or other designated location.

Professional Development Series or FEMA Basic Academy		
Professional Development Series (PDS)	OR	Basic Academy
		Basic Academy Pre-requisites and Courses
IS-120.a An Introduction to Exercises		IS-100 (any version) Introduction to the Incident Command System*
IS-230.d Fundamentals of Emergency Management		IS-700 (any version) National Incident Management System (NIMS)- An Introduction*
IS-235.b Emergency Planning		IS-800 (any version) National Response Framework. An Introduction*
IS-240.b Leadership and Influence		IS-230.d Fundamentals of Emergency Management*
IS-241.b Decision Making and Problem Solving		E/L101 Foundations of Emergency Management
IS-242.b Effective Communication		E/L102 Science of Disasters
IS-244.b Developing and Managing Volunteers		E/L103 Planning Emergency Operations
	E/L104 Exercise Design	
	E/L105 Public Information & Warning	

*IS-100, IS-700, IS-800, and IS-230.d are pre-requisites that must be completed prior to enrolling in E/L101.

Further information on the National Emergency Management Basic Academy and the Emergency Management Professional Program can be found at: <https://training.fema.gov/empp/basic.aspx>. Previous versions of the IS courses meet the NIMS training requirement. A complete list of Independent Study Program Courses may be found at <http://training.fema.gov/is>.

Where possible, program activities included in the EMPG Program are defined as broadly as possible to allow participants the flexibility to utilize funding for as many emergency management activities as possible. However, the completion of certain activities is required. Sub-recipients are expected to show regular progress in meeting these mandatory training requirements through the quarterly reports.

If EMPG (or matching) funds are NOT used for salaries, the above training requirements do not apply.

c. Regional Coordination

To further promote regionalization, sub-recipients are expected to regularly participate in local, regional, and statewide meetings with federal, state, and local agencies, the private sector, and not-for-profits, as appropriate.

V. Application Format and Content

Applications must be completed in the required format described below and submitted via email to the DHSES Grants Inbox at Grant.Info@dhses.ny.gov. **Applications that are not received by the due date of April 19, 2023 at 5:00 p.m. may not be considered for funding.**

Application Requirements

The period of performance of this grant is 36 months (October 1, 2022 – September 30, 2025). Applications should only include projects that can be completed by September 30, 2025.

Applicants must use the EMPG Application Worksheet (Microsoft Excel format spreadsheet) to submit all required information. Applications must be submitted to DHSES by emailing the EMPG application worksheet in Microsoft Excel (not pdf) format to grant.info@dhses.ny.gov.

Additionally, applicants must submit an attestation form for each EMPG funded employee (and those being used as match) for all EMPG required training courses that have not yet been submitted to DHSES for all EMPG funded staff (and staff used as match) must be provided to DHSES at the time of application.

- The Local EMPG application worksheet must include the following details: Programmatic, fiscal, and signatory points of contact on the “Contact Information” tab (mandatory for all applicants)
- Staff and budget data for EMPG and non-EMPG funded staff on the “Personnel Data Table” tab (all fields are mandatory for all applicants)
- A roster of EMPG funded staff and other staff that are used as match, with training completed to date, on the “Staffing Roster & Training” tab. All fields on this form including salary information are required if staff are being funded by EMPG or being used as match.
- A short narrative summary (250 words or less) of the proposed project for which Local EMPG funds will be used and budget information on the “Budget” tab (mandatory for all applicants).
- A completed Budget Tab with details for all projects.

Applicants are encouraged to consult with their DHSES Contract Representative at 1-866-837-9133 to discuss the eligibility of potential projects. For more information on allowable costs, please refer to ***Exhibit B: Allowable Cost Matrix.***

Cost Match

In FY2023, the federal share of funds made available under the program shall not exceed 50 percent (50%) of the total budget. Unless otherwise authorized by law, Federal funds cannot be matched with other Federal funds. FEMA administers EMPG Program cost matching requirements in accordance with 2 C.F.R. §200.306.

To meet matching requirements, the sub-recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

Matching funds must be treated as grant funds therefore any personnel used to meet the Match requirement will need to meet the same training requirements as EMPG funded personnel.

Contracting

DHSES will use the E-Grants system to contract with local applicants. Once the projects have been approved by DHSES, GPA staff will enter grant information into E-Grants and when complete, DHSES staff will contact the sub-recipient's authorized point of contact to accept the certified assurances within the E-Grants system.

Minority and Women-Owned Businesses

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

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

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

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

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

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the applicant and subrecipients will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements

In this guidance document, the term subrecipient shall refer to the unit of local government that is receiving the funding passed through by the New York State Division of Homeland Security and Emergency Services (DHSES) (either a county or the City of New York).

Cost Principles

Costs charged to this award must be consistent with the Cost Principles for Federal Awards located in the Code of Federal Regulations (C.F.R.) at 2 C.F.R. Part 200.

Financial and Compliance Audit Report

For audits of fiscal years beginning on or after December 26, 2014, entities that expend \$750,000 or more from all Federal funding sources during the fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the

requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview_, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f>.

Funding Restrictions

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

VI. Quarterly Reports

The Division of Homeland Security and Emergency Services (DHSES) Grant Program Administration (GPA) unit will utilize the E-Grants system for quarterly reporting.

- ✓ **Please contact your DHSES Contract Representative at 1-866-837-9133 if you need assistance in completing the Quarterly Report.**
- ✓ **All applicants are required to complete and submit the EMPG Quarterly Reports (and applicable attachments) electronically. Submission of the materials must be completed in the E-Grants electronic grants management system.**

Required Quarterly Reporting:

- Submission to DHSES of a roster of Local EMPG Program funded personnel (and staff used as match) along with the required training completed to date is to be included with each Quarterly Progress Report.
- Updated attestation forms to document the completion of any mandatory training during the quarter, if applicable.
- Submission of the NQS Implementation Plan using the [FEMA provided two-page template](#) in the quarter in which it is completed. Completion of this plan is a new requirement for FY2023 EMPG and should be completed by the end of calendar year 2023 and submitted to DHSES through your quarterly reports.

Completed work products, e.g., plan revisions, exercise critiques, etc., that support the completion of a work item should be submitted with the report. DHSES Contract Representatives will verify program accomplishments during programmatic monitoring visits at the sub-recipient's offices. **All subrecipients that are using EMPG or matching funds for personnel expenses must also include an update on the required training in the quarterly progress report.**

VII. Local EMPG Program Summary of Requirements

The table below is a summary of requirements that must be completed for eligible EMPG applicants. Please note that some of the requirements are met at the state-level.

<u>Requirement</u>	<u>STATE</u>	<u>LOCAL</u>
EMAC membership	Yes	No
EMPG funded personnel complete listed training requirements & maintain documentation. ¹ Report progress in completing required training via quarterly reports.	Yes	Yes
Cost match (50%)	Yes	Yes
Integrated Preparedness Planning Workshop	Yes	No
Multi-Year Integrated Preparedness Plan	Yes	No
Exercise reporting for any EMPG funded exercises	Yes	Yes
NQS Implementation	Yes	Yes
THIRA	Yes	NYC Urban Area only

VIII. Application Review Process

Each application will be reviewed carefully by representatives from the Division of Homeland Security and Emergency Services (DHSES). DHSES reserves the right to contact applicants to request clarification and/or additional information to substantiate their requests. All requests for funding must ultimately be approved by the Commissioner of DHSES.

IX. Timeline

Applications are due to DHSES by 5:00 p.m. on **April 19, 2023**. Applications must be submitted to DHSES via email (Grant.Info@dhses.ny.gov). Applications received after the due date and time may not be considered for funding.

X. Administration of Grant Contracts

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

The period of performance for contracts supported by FY2023 EMPG Program funds will be determined once awards have been approved but cannot extend beyond **September 30, 2025**. Although the contract

¹ Required course list included in the FY2023 FEMA guidance includes NIMS Training: IS 100, IS 200, IS 700, and IS 800 as well as the FEMA Professional Development Series: IS 120.a, IS 230.d, IS 235.b, IS 240.b, IS 241.b, IS 242.b, and IS 244.b. The National Emergency Management Basic Academy is an alternative to the Professional Development Series courses.

format may vary, the contract will include such standard terms and conditions included in DHSES grant contracts which are available for review on the DHSES website: <https://www.dhSES.ny.gov/grant-reporting-forms>.

Exhibit A: Homeland Security Exercise Evaluation Program (HSEEP)

Exercises

All exercises conducted using EMPG funds should be designed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) guidance. HSEEP highlights include:

- **Basic Guidelines:** HSEEP policy and guidance can be obtained online at: <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>

- **HSEEP Courses**
 - **Mobile Courses:** HSEEP mobile courses are scheduled periodically, as requested and as conditions allow, throughout the State to help increase understanding of HSEEP guidelines. For more information, please refer to DHSES's Training programs: <https://www.dhses.ny.gov/dhses-training>.

 - **On-line Course:** FEMA's Emergency Management Institute (EMI) also offers *Course # K0146 – Homeland Security Exercise Evaluation Program (HSEEP) Basic Course, a distance learning (on-line) course.*

- **Exercise Notification:** All planned exercises must be submitted for review to the DHSES Office of Emergency Management (OEM) Training and Exercise Section, using NY Responds, **sixty days** prior to the start of each exercise supported with EMPG funds, including any exercise supported by the county through a sub-allocation of its award. DHSES will place exercise information on the National Exercise Schedule, in accordance with HSEEP guidelines.

- **Exercise Evaluation:** HSEEP requires all exercises to be evaluated. Within **sixty days** of the completion of an exercise, a jurisdiction must submit in NY Responds an After-Action Report and Improvement Plan (AAR/IP) to the DHSES OEM Training and Exercise Section for review and identification and initiation of any necessary state-level activity. Sub-recipients **must** submit the AARs/IPs in the NY Responds system and also by email to Exercises@dhses.ny.gov.

Exercise Assistance: The DHSES OEM Training and Exercise Section is available to provide exercise assistance to jurisdictions. Please contact the OEM Exercise Branch at Exercises@dhses.ny.gov or at 518-292-2351 if you are interested in conducting an exercise using EMPG funds.

Exhibit B: Allowable Cost Matrix

Allowable Costs

Allowable Management & Administration Costs
Hiring of full or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting & data collection requirements.
Development of operating plans for information collection & processing necessary to respond to FEMA data calls.
Costs associated with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.
Overtime and backfill costs.
Travel.
Meeting related expenses.
Authorized office equipment.
Recurring expenses such as those associated with cell phones & faxes during the period of performance of the grant program.
Leasing or renting of space for newly hired personnel during the period of performance of the grant program.
Allowable Planning Costs
Emergency management planning activities, including Threat and hazard assessments, Development of THIRA that is representative of the jurisdiction, Hazard analysis and risk assessment, Development of an all-hazards mitigation plan based on identified risks and hazards.
Emergency management/operation plans including maintaining a current Emergency Operations Plan that is aligned with guidelines set out in CPG 101v.2 http://www.fema.gov/pdf/about/divisions/npd/CPG_101_V2.pdf , modifying existing incident management and emergency operations plans, developing/enhancing comprehensive emergency management plans, and developing/enhancing large-scale and catastrophic event incident plans.
Continuity/Administrative Plans including developing/enhancing Continuity of Operations (COOP)/Continuity of Government (COG) plans and developing/enhancing financial and administrative procedures for use before, during, and after disaster events in support of a comprehensive emergency management program.

Whole Community engagement/planning including developing/enhancing emergency management and operations plans to integrate citizen/volunteer and other non-governmental organization resources and participation, community-based planning to advance “whole community” security and emergency management, public education and awareness on emergency management and preparedness, and planning to foster public-private sector partnerships.

Development or enhancement of mutual aid agreements/compacts, including required membership in Emergency Management Assistance Compact (EMAC).

Resource management planning including developing/enhancing logistics and resource management plans, supply preparation, developing/enhancing volunteer and/or donations management plans, acquisition of critical emergency supplies defined as: shelf stable food products, water, and/or basic medical supplies.

Acquisition of critical emergency supplies requires each State to have FEMA’s approval of a viable inventory management plan; an effective distribution strategy; sustainment costs for such an effort; and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

Evacuation planning to include developing/enhancing evacuation plans, plans for alerts/warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations sheltering, and re-entry.

Pre-disaster Recovery planning including disaster housing planning, such as creating/supporting a State disaster housing task force and developing/enhancing State disaster housing plans, pre-event response/recovery/mitigation plans in coordination with State, local, and tribal governments, developing/enhancing other response and recovery plans

Recovery planning

The National Disaster Recovery Framework (NDRF) sets national policy and doctrine to define a new era of disaster recovery across Federal, State and local government. The NDRF aims to achieve a disaster recovery system that is more responsive to whole-community needs. EMPG Program recipients and sub-recipients should, as feasible, take steps to develop recovery plans and preparedness programs consistent with the principles and guidance in the NDRF that will provide the foundation for recovery programs and whole-community partnerships. Preparedness and pre-disaster planning was given special attention within the NDRF with specific guidance: *Planning for a Successful Disaster Recovery* (pages 63-70). For more information on the NDRF see <http://www.fema.gov/pdf/recoveryframework/ndrf.pdf>.

Program evaluations

Allowable Organization Costs

All-hazards emergency management operations, staffing, and other day-to-day activities in support of emergency management.

Personnel costs, including salary, overtime, compensatory time off, and associated fringe benefits.

Allowable Equipment Costs

Personal Protective Equipment (PPE) (Category 1)
Information Technology (Category 4)
Cybersecurity Enhancement Equipment (Category 5)
Interoperable Communications Equipment (Category 6)
Detection Equipment (Category 7)
Power Equipment (Category 10)
Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
CBRNE Incident Response Vehicles (Category 12)
Physical Security Enhancement Equipment (Category 14)
CBRNE Logistical Support Equipment (Category 19)
Other Authorized Equipment (Category 21)

General purpose vehicles (such as sports utility vehicles) are allowed to be procured in order to carry out the responsibilities of the EMPG Program. May require pre-approval. Please contact your Contracts Unit representative.

Allowable Training Costs

Support the nationwide implementation of NIMS.

Developing/enhancing systems to monitor training programs.

Conducting all hazards emergency management training.

Attending Emergency Management Institute (EMI) training or delivering EMI train-the-trainer courses.

Attending other FEMA-approved emergency management training.

Mass evacuation training at local, State, and tribal levels.

Funds Used to Develop, Deliver, and Evaluate Training. Includes costs related to administering the training: planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment.

Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs are allowable.

Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

Hiring of Full or Part-Time Staff or Contractors/Consultants. Full- or part-time staff may be hired to support direct training-related activities.

Certification/Recertification of Instructors. Costs associated with the certification and re-certification of instructors are allowed.

Allowable Exercise Costs

Funds Used to Design, Develop, Conduct and Evaluate an Exercise. This includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation.

Hiring of Full or Part-Time Staff or Contractors/Consultants. Full- or part-time staff may be hired to support direct exercise activities. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of exercises.

Overtime and Backfill. The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development and conduct of exercises are allowable expenses.

Travel. Travel costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise projects.

Supplies. Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise projects (e.g., gloves, non-sterile masks, and disposable protective equipment).

Implementation of HSEEP. This refers to costs related to developing and maintaining a self-sustaining State HSEEP which is modeled after the national HSEEP.

Other Items. These costs are limited to items consumed in direct support of exercise activities such as the rental of space/locations for planning and conducting an exercise, rental of equipment, and the procurement of other essential nondurable goods.

Allowable Construction and Renovation Costs and Acquisition and Leasing of Real Property Costs

Construction and renovation activities for a local government's principal EOC as defined by the SAA are allowable. Written approval through DHSES from FEMA is required prior to the use of any EMPG funds for construction and/or renovation projects. The submission of an EOC Investment Justification (FEMA Form 089-0-0-3, OMB Control Number 1660-0124) is also required.

Acquisition or leasing of real property is permissible if such property is needed to support other allowable program costs or activities. Advance approval from FEMA through DHSES is required.

Allowable Maintenance and Sustainment Costs

The use of FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable under all active and future grant awards, unless otherwise noted.

The eligible costs for maintenance and sustainment must be an otherwise allowable expenditure under the applicable grant programs and be tied to one of the core capabilities in the five mission areas contained within the NPG and be deployable through EMAC, where applicable.

Unallowable Costs

Unallowable Costs

Expenditures for weapons systems and ammunition.

Costs to support the hiring of sworn public safety officers for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.

Activities unrelated to the completion and implementation of the EMPG Program.

Biological detection equipment.

Equipment and supplies from AEL categories not specified as allowable in this guidance document.

Expenses not associated with an Emergency Management Agency.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) and emergency response apparatus (e.g., fire trucks, ambulances). The only vehicle costs that are reimbursable are fuel/gasoline or mileage.
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- Durable and non-durable goods purchased for installation and/or use beyond the scope of exercise conduct.

Supplanting

Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose.

Emergency Management Performance Grant Budget/ Work Plan

Project Description: In the space below, please provide a short narrative summary (250 words or less) of the proposed project for which Local EMPO funds will be used.

<enter project description here>

The Columns Below are Required for ALL Budget Lines

The Columns Below are Required for all Budget Lines EXCEPT for Personnel and Fringe Costs

Budget Item Description	Grant Funds	Matching Funds	Federal Spending Category	NYS Budget Category	Authorized Equipment List (AEL) Number	Total Cost	Deployable?	Sharable?*	Sustaining or Developing New Capability?	Describe Gap or Need from CEPA Assessment or real world response	Capabilities based on THIRA/SPR	National Priority Alignment		Performance Goal (provide specific metrics)	Current Level of Capability (describe current level for this Budget Line item in measurable metrics)	Project Milestones (Provide benchmarks by quarter during period of performance)	Mission Area
												Does this project align with Inhabiting Equity** and/or Climate Resilience***	Provide a brief description on your project alignment				
	\$ -	\$ -				\$ -						Please select response from drop-down menu					
	\$ -	\$ -				\$ -						Please select response from drop-down menu					
	\$ -	\$ -				\$ -						Please select response from drop-down menu					
	\$ -	\$ -				\$ -						Please select response from drop-down menu					
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	\$ -	\$ -				\$ -						Please select response from drop-down menu					
	\$ -	\$ -				\$ -						Please select response from drop-down menu					
	\$ -	\$ -				\$ -						Please select response from drop-down menu					
Totals:	\$0	\$0				\$0											

*Note: FEMA identifies a deployable asset as any capability that is physically mobile and can be used anywhere in the United States. Examples would include response teams (e.g. Hot/Incident Management Teams, or CERT), mobile radios, CS/RIE detection equipment, sheltering supplies, etc.
**Note: FEMA identifies a sharable asset as any non-deployable capability that can be utilized to augment and sustain reinforced response at the regional, state or national level. Examples would include a fusion center, emergency operations center, etc.

Contact Information - Application

Jurisdiction Name	<input type="text"/>
Primary Point of Contact	<input type="text"/>
Responsible Agency	<input type="text"/>
Address	<input type="text"/>
Phone Number(s)	<input type="text"/>
E-Mail Address	<input type="text"/>

Contact Information - Fiscal

Fiscal Point of Contact	<input type="text"/>
Responsible Agency	<input type="text"/>
Address	<input type="text"/>
Phone Number(s)	<input type="text"/>
E-Mail Address	<input type="text"/>

Contact Information - Signatory

Authorized Signatory Contact	<input type="text"/>
Responsible Agency	<input type="text"/>
Address	<input type="text"/>
Phone Number(s)	<input type="text"/>
E-Mail Address	<input type="text"/>

Emergency Management Performance Grant Definitions and Guidance

Personnel Data Table	
Data Requested	Definitions
EMPG Federal Funds allocated towards Local emergency management personnel	The total amount of the EMPG award that is being allocated towards Local emergency management personnel.
Matching funds allocated towards Local emergency management personnel	The Total amount of personnel and fringe funds being used as Match for the EMPG award amount received.
EMPG Funds allocated towards Local contractors	Total amount of EMPG funds (federal and match) allocated to contractors.
Total local emergency management personnel and fringe budget for all sources of funds (federal and local dollars combined)	The total of all EMPG funds (federal and match) allocated for local emergency management personnel.
Total Number of Local emergency management full-time equivalent (FTE) personnel from ALL funding sources (including those supported and not supported by the EMPG Program)	Total number of local emergency management full-time equivalent (FTE) personnel (including those supported and not supported by the EMPG program). This should include only funded positions. Vacant positions should be excluded.
Number of Local emergency management full-time equivalent (FTE) personnel supported by the EMPG Program	Total number of local emergency management full-time equivalent (FTE) personnel (including only those supported by the EMPG program). Again this should include only funded positions. Vacant positions should be excluded.
Number of Local emergency management part-time personnel supported fully or partially by EMPG program funds.	Total number of local emergency management part-time equivalent (PTE) personnel supported by the EMPG program fully or partially.
Total number of Local emergency management personnel (full and part time) supported fully or partially by the EMPG program	Total number of local emergency management FTE and PTE personnel supported fully or partially by the EMPG program.

Emergency Management Performance Grant Personnel Data

Please fill in the chart below. Funding amounts should reflect your annual program budget.

Completing the chart below is mandatory for all applicants.

Personnel Metrics	Data
Jurisdiction name:	
EMPG Federal Funds allocated towards Local emergency management personnel	\$ -
Matching funds allocated towards Local emergency management personnel	\$ -
EMPG Funds allocated towards Local contractors	\$ -
Total local emergency management personnel and fringe budget for all sources of funds (federal and local dollars combined)	\$ -
Total Number of Local emergency management full-time equivalent (FTE) personnel from ALL funding sources (including those supported and not supported by the EMPG Program)	
Number of Local emergency management full-time equivalent (FTE) personnel supported by the EMPG Program	
Number of Local emergency management part-time personnel supported fully or partially by EMPG program funds.	
Total number of Local emergency management personnel (full and part time) supported fully or partially by the EMPG program	

Please Insert Jurisdiction Name Here

Enter EMPG federal grant funds used to pay for staff and fringe in the box to the left

Enter matching funds used to pay for staff and fringe in the box to the left

If you hire any contractors with EMPG or matching funds, please enter total in the box to the left

In the box to the left, enter total funding for local emergency management staff and fringe from all funding sources

In the box to the left, enter the total number of local emergency management full-time personnel from all funding sources

In the box to the left, enter the total number of local emergency management full-time personnel paid from EMPG federal and/or matching funds

In the box to the left, enter the number of any part time emergency management personnel paid from EMPG federal or matching funds

In the box to the left, provide the total number of full and part time personnel paid from EMPG federal and/or matching funds

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: P Resolution: _____

Title of Legislation: Acceptance of EMPG 2023 Grant

Requested by: Jay Wilson

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any:) \$0 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 \$: and length of time state funding is available until 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 \$ 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.): 0
- 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 Acceptance of EMPG2023 Grant for \$61,735.00 impact is Oct 1, 2022 thru September 30, 2025

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date May 9, 2023

Resolution No. G/6

RESOLUTION AUTHORIZING THE PURCHASE OF MEDIA AND AUDIO-VISUAL EQUIPMENT FOR THE RENSSELAER COUNTY FIRE TRAINING COMPLEX - BUREAU OF PUBLIC SAFETY

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

WHEREAS, The Bureau of Public Safety ("Department") maintains and operates the Rensselaer County Fire Training Complex; and

WHEREAS, The Department seeks legislative authorization to purchase media and audio-visual equipment for use at the Fire Training Complex; and

WHEREAS, The media and audio-visual equipment is being purchased through New York State contract numbers PC67436, PC67438, PC67547, and PC67447; and

WHEREAS, The purchase will be made in accordance with the purchasing guidelines set forth in the Purchasing Policies and Procedures of the County of Rensselaer; and

WHEREAS, The contract description, vendor, source of funding of the same, 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>
Media and audio-visual equipment	Audio Video Corp. 213 Broadway, Albany NY 12204	H.3097.02500 H1176	\$19,691.76

; now, therefore be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign for the above-referenced purchase.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 9, 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



AUDIO-VIDEO CORPORATION
Your Communication Solutions Partner
SINCE 1946

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204

Phone: (518) 449-7213 Fax: (518) 449-1205

Billing Address

Rensselaer County
Accounts Payable
4000 Main St

Troy NY 12180
USA

Copy

Document Number
21231

Customer No.
c14704

Your Contact
28 Keith Rivers

SALES QUOTATION

Document Date Page
03/24/23 1/6

Provisional No.
X-21886TR

Payment Terms
NET 20

Delivery Address

John Mainello
Rensselaer County
Public Safety Building
4000 Main Street

Troy NY 12180

FIRE TRAINING MONITOR ADDITION

NYS CONTRACTS (EXPIRE 4/14/2023):
VIEWSONIC PC68176
CRESTRON PC67436

Currency: \$

Description	Quantity	Contract Pricing	Price	Total
001 BREAK ROOM				
002 CDE4320-W1 bundle: 43in 4K large format presentation display, VSB050 USB Wi-Fi adapter	1	Viewsonic NYSC	825.44	825.44
Item Code: CDE4320-W1				
Manufacturer: Viewsonic				
003 DUAL ARM STEEL STUD WALL MNT UNIV	1		449.00	449.00
Item Code: JWDSKUB				
Manufacturer: Chief				
004 1st FLOOR DIRTY CLASSROOM				
005 CDE4320-W1 bundle: 43in 4K large format presentation display, VSB050 USB Wi-Fi adapter	1	Viewsonic NYSC	825.44	825.44
Item Code: CDE4320-W1				
Manufacturer: Viewsonic				
006 DUAL ARM STEEL STUD WALL MNT UNIV	1		449.00	449.00
Item Code: JWDSKUB				
Manufacturer: Chief				

Audio-Video Corporation

FED ID #14-1426006
 213 Broadway
 Albany, NY 12204
 USA

Copy

Document Number

21231

SALES QUOTATION

Document Date

03/24/23

Page

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Currency: \$

Description	Quantity	Contract Pricing	Price	Total
007 DM Lite® 4K60 4:4:4 Receiver for HDMI® RS-232 and IR Signal Extension over CATx Cable Item Code: HD-RXC-4KZ-101 Manufacturer: Crestron	1		318.00	318.00
008 DM Lite® 4K60 4:4:4 Transmitter for HDMI® RS-232 and IR Signal Extension over CATx Cable Item Code: HD-TXC-4KZ-101 Manufacturer: Crestron	1		318.00	318.00
009 Round Cable Well 1x electrical outlet (120V) + 1x USB port. Black. Fits standard round grommet hole Item Code: CUB3 Manufacturer: AVFI	1		122.00	122.00
010 2nd FLOOR CLASSROOM/EOC				
011 CDE4320-W1 bundle: 43in 4K large format presentation display, VSB050 USB Wi-Fi adapter Item Code: CDE4320-W1 Manufacturer: Viewsonic	2	Viewsonic NYSC	825.44	1,650.88
012 DUAL ARM STEEL STUD WALL MNT UNIV Item Code: JWDSKUB Manufacturer: Chief	2		449.00	898.00
013 DigitalMedia 8G+® 4K60 4:4:4 HDR Receiver and Room Controller with Scaler Item Code: DM-RMC-4KZ-SCALER-C Manufacturer: Crestron	2	Crestron NYSC	1,338.00	2,676.00
014 Cardioid-18 Gooseneck Condenser Microphone Attached Preamp with XLR Shock Mount Flange Mount Sn Item Code: MX418S/C Manufacturer: Shure	1		242.00	242.00

Audio-Video Corporation

FED ID #14-1426006
 213 Broadway
 Albany, NY 12204
 USA

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Document Number

21231

SALES QUOTATION

Document Date

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Currency: \$

	Description	Quantity	Contract Pricing	Price	Total
015	3SSP VENT.FR.DOORUNIV.BL	1		348.00	348.00
	Item Code: VFD-35				
	Manufacturer: Middle Atlantic				
016	Round Cable Well 1x electrical outlet (120V) + 1x USB port. Black. Fits standard round grommet hole	1		122.00	122.00
	Item Code: CUB3				
	Manufacturer: AVFI				
017	AVSG Miscellaneous Cables Connectors and Hardware	1		237.00	237.00
	Item Code: AVSG_MISC_CABLES				
	Manufacturer: AVC				
018	MOBILE AUDIO SYSTEM				
019	2-way Active speaker- 10" + 1" - 700Wrms (class D)+200Wrms (Class AB)	2		1,428.00	2,856.00
	Item Code: VENTIS 110A				
	Manufacturer: FBT				
020	Black Air Assist Speaker Stand with 150lb Capacity	2		217.00	434.00
	Item Code: ULT-TS100B				
	Manufacturer: Ultimate Support				
021	Three Piece Telescoping Shaft Mic Stand 24in to 57in with adjustable Boom Arm 19in to 31in- Black	1		129.00	129.00
	Item Code: KM-252				
	Manufacturer: K&M				
022	Cardioid Dynamic On-Off Switch	1		112.00	112.00
	Item Code: SM58S				
	Manufacturer: Shure				
023	Star Quad Mic Cable XLRM-XLRF - 50ft Black	1		68.00	68.00
	Item Code: EC050F				
	Manufacturer: Canare				

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Currency: \$

Description	Quantity	Contract Pricing	Price	Total
024 Star Quad Mic Cable XLRM-XLR F - 25ft Black Item Code: EC025F Manufacturer: Canare	2		55.00	110.00
025 Audio Breakout Y-Cable 3.5mm TRS Stereo Male to Dual RCA Male - 15 Foot Item Code: SES-IPOD-RCA15 Manufacturer: Sescom	1		33.00	33.00
026 INSTALLATION/CUSTOMER CARE				
027 x-21886TR AVSG Installation Setup and Training Item Code: AVSG_INSTALLATION Manufacturer: AVC	1		4,842.00	4,842.00
028 AVC Customer Care Agreement Year 1 Item Code: AVSG_CCA_YEAR_1 Manufacturer: AVC	1		723.00	723.00
029 Subtotal				18,787.76
030 OPTIONAL 2nd YEAR CUSTOMER CARE				
031 AVC Customer Care Agreement Year 2 Item Code: AVSG_CCA_YEAR_2 Manufacturer: AVC	1		904.00	904.00

Shipping Type: **Deliver & Install**

Quotation Subtotal:	\$ 19,691.76
Total Before Tax:	\$ 19,691.76
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 19,691.76

Quotation Valid Until: 04/24/23

Subject to Shipping & Handling and Sales Tax if Applicable

Audio-Video Corporation

FED ID #14-1426006
213 Broadway
Albany, NY 12204
USA

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SALES QUOTATION

Document Date

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Currency: \$

EQUIPMENT WARRANTY:

All standard manufacturer's equipment warranties apply. Service and technical support provided through Audio-Video Corporation's Certified Full Service Facility. Extended (multi-year) Customer Care Service agreements available – please contact your Account Representative for more information.

ASBESTOS STATEMENT:

Current asbestos regulations require written verification that your environment is either asbestos free or abatement procedures will be completed prior to our on-site work.

NOTE:

Client to provide 120VAC power and IP Network connectivity at equipment locations where required.

NOTE:

This project is subject to payment of prevailing wage rates per Article 8, Section 220, of the NYS Labor Law.

**THIS QUOTATION DOES NOT CONSTITUTE A SALES ORDER UNLESS SIGNED BY YOU, OUR CLIENT.
SEE TERMS AND CONDITIONS OF SALE ATTACHED.**

Accepted By

P.O. No.

Signature

Date

Ship-to Address:

(if different than above)

Credit Card Info:

(if applicable)

Cardholder's Name

Cardholder's Telephone Number & Email Address

TERMS AND CONDITIONS OF SALE

AUDIO-VIDEO CORPORATION, (SELLER) and the purchaser of the items covered by this Sales Order whose name appears on the reverse side hereof, (BUYER), agree that the following Terms and Conditions of Sale shall be applicable to this transaction, except as specifically superseded or amended by a typed statement in the body of this Quotation/Sales Order.

- 1. GENERAL** - The terms and conditions of this contract constitute the entire agreement and supersede all previous agreements between the parties. No provisions of purchase orders will prevail in conflict with these terms unless agreed to in writing by an Agent of **AUDIO-VIDEO CORPORATION**. This agreement shall be interpreted and governed by the laws of the State of New York, U.S.A. Buyer agrees that it may be served in the State of New York and appoints the Secretary of the State of New York as his agent to accept Service of Summons.
- 2. DELIVERY** - Unless shown to the contrary within the body of this Quotation/Sales Order, all products are shipped F.O.B. Shipping Point of origin and BUYER shall pay all freight and delivery charges. Any special or non-customary handling charges by a carrier shall also be the responsibility of the BUYER. Damage and risk of loss of any nature after delivery shall be at BUYER'S sole risk. SELLER shall not be liable for any default or delay that, for any reason whatsoever, interferes with or impedes production or delivery of the products ordered. All promises of delivery are made in good faith and SELLER shall be diligent in its efforts to fulfill them. SELLER shall not, in any event, be liable for costs or damages for failure to meet the estimated delivery date whether reasonably foreseen or otherwise.
- 3. CREDIT** - Notwithstanding the terms stated herein, SELLER may either accelerate or withhold shipment, or both, at anytime that BUYER is in default or in the event that BUYER'S credit becomes unacceptable to SELLER'S credit department.
- 4. PAYMENT** - Payment shall be as provided on this Quotation/Sales Order. BUYER agrees to pay 1 % per month interest on all amounts not paid when due. BUYER also agrees to pay any and all expenses incurred by **AUDIO-VIDEO CORPORATION** in the collection of past due amounts.
- 5. SECURITY - AUDIO-VIDEO CORPORATION** shall have the right, in addition to all other rights it may possess to withhold shipment in whole or in part, to recall goods in transit or to repossess all goods which might be stored with **AUDIO-VIDEO CORPORATION** for the BUYER'S account without the necessity of taking any other proceedings in the event of BUYER default(s) or adverse credit reason(s). The foregoing shall not be construed as limiting in any manner the rights or remedies available to **AUDIO-VIDEO CORPORATION** because of any default(s) of the BUYER under the applicable Uniform Commercial Code as in force and effect.
- 6. PRICES** - The prices quoted herein and/or and supplementary schedules, unless otherwise indicated, do not include installation or any sales, use, excise, or similar taxes levied by the United States, or any state in local subdivision thereof, or other governmental agency. BUYER covenants and agrees he shall pay either to SELLER or to the applicable governmental authority any such taxes in the amount applicable to the product or the transactions described in this instrument, and in the event of failure to do so, BUYER agrees to hold SELLER harmless from any claim, cost or expense as a result of failure to make such payment.
- 7. ERRORS** - SELLER reserves the right to correct clerical and typographical errors as well as any errors (of omission or commission), or misstatements by any **AUDIO-VIDEO CORPORATION** representative consistent with good business practice.
- 8. CUSTOM BUILT EQUIPMENT** - BUYER'S acceptance of the proposal and the receipt of BUYER'S down payment at **AUDIO-VIDEO CORPORATION**, Albany, N.Y. headquarters will constitute authorization to **AUDIO-VIDEO CORPORATION** to begin procurement of raw materials and fabrication for custom-built equipment. Materials procurement and/or fabrication shall not commence until the down payment, in the amount specified herein, has been received at **AUDIO-VIDEO CORPORATION**, ALBANY, N.Y.
- 9. CANCELLATION** - Cancellation of this order by BUYER shall obligate BUYER to pay a fifteen percent (15%) cancellation charge, plus all expenses incurred in commitments made by SELLER and all unrecoverable costs incurred by SELLER.
- 10. RETURN OF GOODS** - Acceptance of goods for return shall be made only with prior written authorization by SELLER and in accordance with SELLER'S standard policy relevant to restocking charges.
- 11. BREACH** - In the event of Breach of BUYER or termination of the contract by SELLER as a result of BUYER'S credit position, SELLER shall be entitled to recover loss of profits, termination or cancellation charges and all other damages obtainable under the Commercial Code of the State of New York and costs of collection including reasonable attorney 's fees. Interest shall be awarded and paid at the rate of 12% per annum or the highest legal rate in the state of jurisdiction, whichever is lesser.
- 12. WARRANTY** - Any product supplied or service performed by **AUDIO-VIDEO CORPORATION** is warranted in regard to workmanship for the period provided in the equipment manufacturer's warranty. NO OTHER WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH WITHIN THE BODY OF THIS QUOTATION / SALES ORDER. Insofar as equipment manufactured and/or fabricated by **AUDIO-VIDEO CORPORATION**, the liability of **AUDIO-VIDEO CORPORATION** shall be limited to written warranty policy specifically set forth within the body of this Quotation/Sales Order.
- 13. CLAIMS** - Claims for defective goods must be made within 30 days after receipt of shipment. Shipment is made at BUYER'S expense and risk and all claims for merchandise damage in shipment, or for undelivered merchandise must be made with the forwarder by the consignee. SELLER will not be responsible for shortages that are not reported within 10 days after receipt of shipment. SELLER shall have no liability for repair or replacement of equipment damaged in shipment or damaged as determined in the judgment of SELLER by neglect or misuse, willful or otherwise.
- 14. DAMAGES** - BUYER specifically agrees that SELLER shall not be liable for any damages, injury, loss of profit, delays or any other consequential or prospective loss or damage suffered through use of the equipment purchased herewith, or by reason of the equipment's failure to perform. BUYER further agrees that in any event, recovery against SELLER or the equipment manufacturer shall be limited to repayment of the purchase price upon return of equipment or to repair and replacement of defective parts, but such recovery shall not exceed the purchase price of the equipment unless otherwise stated in the body of this Quotation / Sales Order.
- 15. CONSTRUCTION** - In the event any provisions of this agreement is not enforceable, all other terms and provisions of this agreement, nevertheless shall remain in full force and effect.

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: P Resolution: _____

Title of Legislation: Resolution authorizing and agreement with Audio Visual Equipment Corporation for equipment for Emergency Operation Center(EOC) – Rensselaer County Fire Training Complex Bureau of Public Safety

Requested by: Jay Wilson

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any:) \$ 19,691.76 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 \$ _____ 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 \$ 19,691.76 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.): One Time
- 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 Audio Video Corporation for equipment for Emergency Operation Center

Department Head

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date May 9, 2023

Resolution No. G/16

**RESOLUTION ACCEPTING FUNDING FROM NEW YORK STATE FOR RAISE THE AGE AND AMENDING
THE 2023 RENSSELAER COUNTY ADOPTED BUDGET – DEPARTMENT OF PROBATION, RENSSELAER
COUNTY JAIL AND DEPARTMENT OF SOCIAL SERVICES**

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

WHEREAS, Part WWW of Chapter 59 of the New York State Laws of 2017 increased the age of criminal responsibility for non-violent crimes to 17 years of age effective October 1, 2018 and to 18 years of age effective October 1, 2019; and

WHEREAS, New York State recently notified the County that the County's 2021-2022 Raise the Age ("RTA") Plan was approved; and

WHEREAS, The Plan approved funding for personnel and benefits within Probation and Jail; and electronic monitoring, secure, specialized secure and non-secure detention and detention transports; and

WHEREAS, The County is eligible for reimbursement of incremental RTA costs incurred in calendar years 2022 and 2023; and

WHEREAS, For the purpose of claiming reimbursement, an RTA eligible youth means, effective October 1, 2018, a 16-year old who commits an act that results in the youth being at risk of becoming or results in the youth being an alleged or adjudicated delinquent, and effective October 1, 2019, a 16 or 17-year old who commits such an act, and the youth is receiving services solely as a result of committing such an act; 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:

2023 GENERAL FUND REVENUE

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Probation - Raise the Age	A.3140.33906	RTA.2019.PROB 33906	\$0	\$245,097	\$245,097
Jail - Raise the Age	A.3150.33906	RTA.2019.JAIL 33906	\$0	\$96,089	\$96,089
Social Services - Raise the Age	A.6010.33906	RTA.2019.DSS 33906	\$0	\$1,918,442	\$1,918,442
TOTAL:			\$0	\$2,259,628	\$2,259,628

2023 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PROBATION					
Personnel Services					
Senior Probation Officer	A.3140.01007	RTA.2019.PROB 01007	\$0	\$71,193	\$71,193
On-Call Stipend	A.3140.01007	RTA.2019.PROB 01007	\$0	\$376	\$376
Rental - Equipment/ Maintenance/Facilities	A.3140.04450	RTA.2019.PROB 04450	\$0	\$1,310	\$1,310
Contractual Agency	A.3140.04700	RTA.2019.PROB 04700	\$0	\$153,217	\$153,217
Professional Services	A.3140.04900	RTA.2019.PROB. 04900	\$0	\$180	\$180
Employee Benefits	A.3140.08008	RTA.2019.PROB 08008	\$0	\$18,821	\$18,821
JAIL					
Personnel Services					
Overtime	A.3150.01007	RTA.2019.JAIL 01007	\$0	\$69,286	\$69,286
Transfers Out	A.3150.01007	RTA.2019.JAIL 01007	\$0	-\$35,000	-\$35,000
Travel	A.3150.04010	RTA.2019.JAIL 04010	\$0	\$30,625	\$30,625
Employee Benefits	A.3150.08008	RTA.2019.JAIL 08008	\$0	\$31,178	\$31,178

2023 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
SOCIAL SERVICES					
Program Expenditures	A.6123.04700	RTA.2019.DSS 04700	\$0	\$1,918,442	\$1,918,442
		TOTAL:	\$0	\$2,259,628	\$2,259,628

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 9, 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



**Division of
the Budget**

KATHY HOCHUL
Governor

SANDRA BEATTIE
Acting Director Of The Budget

January 30, 2023

Mr. Steve McLaughlin
County Executive
County of Rensselaer
1600 7th Avenue
Troy, NY 12180

Dear Mr. McLaughlin:

Thank you for submitting a SFY 2023 Raise the Age (RTA) county plan. Your RTA county plan submission was reviewed by the State Office of Children and Family Services and the State Division of Criminal Justice Services to ensure that investments necessary to successfully implement RTA are made. As required to permit State reimbursement of incremental eligible costs, the State Division of Budget hereby approves the attached RTA county plan for Rensselaer County for SFY 2023. Please note, the approved plan may differ from your submission.

The State is also in receipt of the tax cap compliance/fiscal hardship certifications for calendar year 2022. As authorized by State Finance Law section 54-m and Chapter 53 of the Laws of 2022, Rensselaer County is eligible for state reimbursement of incremental RTA costs included in the attached plan incurred in calendar year 2022.

Please submit any questions to LocalRTAGuide@ocfs.ny.gov

Thank you again for your commitment to ensuring the successful implementation of Raise the Age. We look forward to continuing to work with you on this important initiative.

Sincerely,

Jesse Olczak
Chief Budget Examiner

RENSSELAER

Approved Items - Rensselaer

Cluster	Instrument Tabs	2022-23 (CY 2023 for Detention)			Total		
		\$ Requested	\$ Recommended	Difference	\$ Requested	\$ Recommended	Difference
Public Safety	Probation Staffing	\$388,650	\$388,650	\$0	\$388,650	\$388,650	\$0
	Probation Services	\$266,820	\$266,820	\$0	\$266,820	\$266,820	\$0
	All Other - Public Safety	\$0	\$0	\$0	\$0	\$0	\$0
	Total Public Safety	\$655,470	\$655,470	\$0	\$655,470	\$655,470	\$0
Human Services	LDSS	\$1,334,942	\$1,334,942	\$0	\$1,334,942	\$1,334,942	\$0
	Detention	\$1,918,442	\$1,918,442	\$0	\$1,918,442	\$1,918,442	\$0
	All Other - Human Services	\$175,807	\$175,807	\$0	\$175,807	\$175,807	\$0
	Total Human Services	\$3,429,191	\$3,429,191	\$0	\$3,429,191	\$3,429,191	\$0
	Total	\$4,084,661	\$4,084,661	\$0	\$4,084,661	\$4,084,661	\$0

Details of Items NOT Approved

Usage Data can be found in your county's RTA folder on SharePoint. It will be two separate PDF documents- one for Detention and one for Placement data. Additional data the county may find useful (such as average length of stay) can be found at the following link: <https://ocfs.ny.gov/reports/detention/>

Rensselaer County 2022-23

Original dollar amount

DCJS reviewed

Personnel	Total Cost	
Mental Health Therapist	\$ 63,723.00	
Annual salary =Approx. \$63,723		
Probation Officer	\$124,006.00	\$ 118,757.71
Annual salary two FTE probation officers= Approx. \$62,003 each		
Senior Probation Officer	\$71,569.00	\$ 71,051.00
Annual salary= Approx. \$71,569		
Total	\$ 259,298.00	
Fringe Benefits	Total Cost	
Mental Health Therapist	\$ 28,673.00	
Annual Fringe= Approx. \$28,673 Maintained costs from previous term.		
Probation Officer	\$63,799.00	\$ 61,354.47
Annual Fringe, two probation officers= Appx. \$63,799		
Senior Probation Officer	\$36,880.00	\$ 30,679.32
Annual Fringe= Approx. \$36,880		
Total	\$ 129,352.00	
Equipment	Total Cost	
Equipment	\$6,060.00	\$0.00
Funds to cover the startup costs for one Mental Health Specialist, to include laptop and software, scanner, and cell phone costs. Not completed in previous term - request to add back in.		
Total	\$6,060.00	
Supplies	Total Cost	
Supplies	\$ 4,965.00	
Funds to cover the costs of IJ (\$4,665), T4C (\$200) and Carreer University (\$100) supplies. Maintained costs from previous term.		
Total	\$ 4,965.00	
Travel and Subsistence	Total Cost	
Travel and Training	\$6,021.00	\$0.00
Funds to cover the cost of training for staff IJ (\$650), youth family advocate training (\$1,994.70), RTA required training (\$580), OPCA required IJ training (\$404.20), amd MI training (\$1,010.50). Funds to also cover training for the Mental Health Specialist (\$1,382). Not utilized in previous term - request to add back in.		
Total	\$6,021.00	
All Other Expenses	Total Cost	
Low Intensity Interventions	\$ 5,625.00	

In order to complete your Raise the Age (RTA) 2022-23 budget, please review this prepopulated budget developed from the annualized 2021-22 portion of your existing contract. If you feel this budget meets your needs, a simple affirmation on this excel document will suffice. Next to the "affirmed" cell type Yes or No. This is not your contract approval, simply a way for DCJS to determine if we may move forward with the review/approval process. Once the budget is presented to the Division of Budget (DOB) and approved, a DCJS representative will contact you to finalize the RTA contract for the 2022-23 term.

Funds to cover the costs of Mediation to serve approximately 15 youth. Maintained number of youth from previous term. \$375/per youth * 15 youth = \$5,625	
Vocational/Educational/Employment	\$ 54,400.00
Funds to cover Evidence- Based Youth Development Programs to serve approximately 10 youths serving a six week period (\$20,000) and a Youth Development Specialist services to serve approximately 43 youth (\$34,000). Maintained costs and number of youth served from the previous term. \$800/per youth * 43 youth = \$34,400	
Transportation	\$200.00
Funds to cover the cost of bus passes for program participation. \$4/per pass * 50 passes = \$200	
Interpreter	\$ 1,500.00
Funds to cover the cost of interpreter services, cost approximately \$50-\$100 per hour, to serve approximately 15 youths. Maintained costs and number of youth served from previous term.	
Youth Family Avdocacy Service	\$ 16,000.00
Funds to cover the cost of a Family Youth Avdocacy service to serve approximately 43 youth, approximately \$372 per youth. Maintained number of youth and costs from previous term.	
Alternative to Detention	\$ 12,960.00
Funds to cover electronic monitoring, approximately \$8.00 per youth per day, 14 day period, \$50 connection fee per youth and to serve approximately 80 youth, projected cost of \$12,960. Maintained number of youth and cost from previous term. .	
PARENT PROJECT PROGRAM	\$ 5,872.00
PARENTING - SPECIFIC SKILLS PROGRAM DESIGNED FOR PARENTS WITH THE HIGHEST RISK CHILDREN IN THE COMMUNITY - BEST PRACTICES MODEL THAT ACKNOWLEDGES THE CENTRAL ROLE PARENTS AND/OR GUARDIANS PLAY, PROVIDING TOOLS AND SUPPORT TO CREATE SUSTAINABLE CHANGE. CURRICULUM TEACHES CONCRETE PREVENTION, IDENTIFICATION AND INTERVENTION STRATEGIES FOR THE MOST DESTRUCTIVE OF ADOLESCENT BEHAVIORS. MEETS ONE NIGHT WEEKLY (2 HOURS) FOR 10 WEEKS WITH 2 STAFF FACILITATORS. SERVING PARENTS OF 20-25 CHILDREN (AT LEAST 80% ARE RTA POPULATION). Maintained costs from previous term.	
Total	
FUNCTIONAL FAMILY THERAPY	\$153,217.00
Functional Family Therapy (FFT) is a nationally researched and evidence-based model of home-based family therapy. The outcome-driven therapy involves all members within the family working together to prevent out of home placement for JD, AO, or JO youth, ages 12-21 who have pending or adjudicated charges and are presenting with delinquency, violence, substance use, gang related behavior and other behavioral disorders. The clinician will provide home-based services to this population and their families to keep the youth out of home placement. The team will serve approximately 10-12 families at a time for 3-5 months each. Youth will start the program when they are referred to the program by Probation. The youth will remain working with the program for 3-5 months and services will end when Probation and Berkshire Farms determine services should terminate. The total value of the contract is \$153,217 and if the team serves 24 families per year, the total cost per family is \$6384.	

If you feel that additional funds are needed in any category to be adequately reimbursed for incremental costs due to RTA, you may make the request with a brief explanation of need and a justification for the increase in funds. In addition, for any reduction to a category please provide a brief explanation. Your funding increase or decrease request/explanation should be made by creating a Word document and attaching it to your sharepoint folder. Any requested funding changes must be reflected on this spreadsheet tab by utilizing the "requested dollar amount" column. All changes, either an increase or decrease, must be highlighted in yellow. If there are no changes to a budget category then no action is needed for that row. DCJS will review your request. Also, please take this opportunity to review your county's actual expenses to see if any budget category may be reduced.

\$100.00

\$0.00

Total	\$ 249,774.00
Grant Total	\$ 655,470.00

RAISE THE AGE IMPLEMENTATION PLANNING INSTRUMENT

Local District Social Services Departments

NOTE: All requests for additional reimbursement must be accompanied by a corresponding narrative in the "Justification/Reasonableness" section at the bottom of this page. All requests for reimbursement must include detailed information on current workload and demonstrate the clear need for additional staff resources and other expenses commensurate with RTA data projections for the district.

SFY 2022-23 (April 1, 2022 - March 31, 2023)

					Enter 2022-23 Fringe Rate	45.00%
Local District Social Services	FTE in Relation to RTA	Average Salary	Fringe Benefits	Percent of Year Worked	Total Personal Service Costs for the Year	Total Other Than Personal Service Costs for the Year
List Staffing Needs By Title:						
Caseworker	2.00	\$54,844	\$24,680	100%	\$159,048	
	0.00	\$0	\$0	0%	\$0	
	0.00	\$0	\$0	0%	\$0	
List Other Than Personal Service Costs:						
Mental Health Social Worker II						\$4,397
Aftercare for RTA youth during the placement with one of the thirteen RTA-specific voluntary agencies						\$75,972
RTA Foster Care						\$1,095,526
						\$0
						\$0
Grand Total:	2.00	\$54,844	\$24,680		\$159,048	\$1,175,894

Justification/Reasonableness

Area of request (examples: staffing; contracted services; fleet vehicles; office space; equipment; etc..)	Current workload/capacity	Projected RTA increase	Narrative
List Staffing Needs By Title:			
Caseworker	13.9 cases per caseworker	Additional 20-25 youth placed	2 Caseworkers will handle the projected 20-25 youth placed residentially and the additional youth/families referred to Stepping Stones and Functional Family Therapy for preventive services.

0			
0			
List Other Than Personal Service Costs:			
Mental Health Social Worker II	0	5 RTA youth	We believe the bulk of the RTA youth referred to MH will not be those in LDSS custody. There is currently an estimate of 5 RTA youth who will need mental health counseling per year at full implementation. These expenses will be net of Medicaid and third party insurance. Therefore, we have agreed to apply 5% of the FTE costs to DSS, and the remaining 95% will be under the probation tab. The 5% served by LDSS will be child welfare prevent eligible. Probation and parents can recommend the program and LDSS refers the youth. Cost per youth is \$879.40. Youth are in the program for about 10 weeks.
Aftercare for RTA youth during the placement with one of	0	3 RTA youth	Aftercare services to be provided by the voluntary agency where each youth is placed from the first day of placement and during trial discharge until the end of the court order, typically one year in total. The agency aftercare worker provides these services to the youth and the family to help them prepare for the youth's return to the community and to supervise the youth while in the community. There will be 3 RTA youth placed for twelve months, which would include aftercare for an eight month placement and four months of trial discharge. There will also be 3 additional placements for four months. Total care days is 1,461 at \$52 a day. The youth are court ordered. (3 RTA youth * 365 days = 1,095) + (3 additional RTA youth * 122 = 366) = 1,461 * \$52 = \$75,972

RTA Foster Care	0	3 RTA youth	<p>RTA youth may be placed in a residential foster care facility or in a family foster home. Care, maintenance and tuition will be provided, as applicable. This includes food, shelter, and other costs in addition to supervision for youth as they stabilize in care and prepare for permanency. There will be 3 RTA youth served for a total of 1,095 foster care days at a average of \$1,000.48 a day</p>
0			
0			

RAISE THE AGE IMPLEMENTATION PLANNING INSTRUMENT

Detention (Specialized Secure, Secure, & Non-Secure)

NOTE: All requests for additional reimbursement must be accompanied by a corresponding narrative in the "Justification/Reasonableness" section at the bottom of this page. All requests for reimbursement must include detailed information on current workload and demonstrate the clear need for additional staff resources and other expenses commensurate with RTA data projections for the district.

Calendar Year 2023 (January 01, 2023 - December 31, 2023)

Detention (Specialized Secure, Secure, & Non-Secure)					Total Personal Service Costs for the Year	Total Other Than Personal Service Costs for the Year
List Staffing Needs By Title:						
SD PS Costs					\$ 199,840.49	
SSD PS Costs					\$ 1,025,272.22	
List Other Than Personal Service Costs:						
SD OTPS Costs						\$ 84,469.19
SSD OTPS Costs						\$ 437,271.34
Non-Secure Detention						\$ 40,500
Detention Transportation						\$ 131,089
Grand Total:	0	\$0	\$0		\$1,225,113	\$693,330

Justification/Reasonableness

Area of request (examples: staffing; contracted services; fleet vehicles; office space; equipment; etc..)	Current workload/capacity	Projected RTA increase	Narrative
List Staffing Needs By Title:			
SD PS Costs			The 2023 pre-populated plan assumes a 5% increase from the CY 2022 SSOP submission. The 5% increase serves as a proxy for likely 2023 salary increases and increases in other costs.
SSD PS Costs			The 2023 pre-populated plan assumes a 5% increase from the CY 2022 SSOP submission. The 5% increase serves as a proxy for likely 2023 salary increases and increases in other costs.
List Other Than Personal Service Costs:			
SD OTPS Costs			The 2023 pre-populated plan assumes a 5% increase from the CY 2022 SSOP submission. The 5% increase serves as a proxy for likely 2023 salary increases and increases in other costs.
SSD OTPS Costs			The 2023 pre-populated plan assumes a 5% increase from the CY 2022 SSOP submission. The 5% increase serves as a proxy for likely 2023 salary increases and increases in other costs.
CY 2023 Non-Secure Detention	Number of Youth	3	Average Length of Stay
		30	Daily Rate
			450
			Total NSD Costs
			\$ 40,500
Non-Secure Detention costs calculations: Number of youth * Average Length of Stay * Daily Rate = Total NSD Costs			

Detention Transportation 01/01/23-12/31/23				
Number of youth	20	Total Deputy Hourly Costs	Calculations: Number of hours per round trip X number of trips per youth X number of youth X hourly rate per officer/deputy X number of officer/deputy (per trip) = Total Hourly costs for office/deputy	\$ 100,464
Trips per youth	7			
Hours per Trip	8	Total Mileage Costs	Calculations: Mileage per round trip X number of trips per youth X number of youth X IRS mileage rate = Total Mileage costs	\$ 30,625
Deputy Hourly Costs	44.85			
Number of Deputies per Trip	2	Total Tolls Cost	Calculations: Number of trips per youth X number of youth X tolls per round trip = Total Toll costs	\$ -
Miles per Trip	350			
IRS Mileage Rate	0.625	Total Per Diem Costs	Calculations: (Meal Costs X number of trips per youth X number of youth X number of meals per trip) + (Hotel Costs per trip X number of youth X number of trips per youth X number of Deputies per trip) = Total Per Diem Costs	\$ -
Toll Costs per trip				
Hotel Per Diem Amount		Total Detention Transportation Costs	Total Deputy Hourly Costs + Total Mileage Costs + Total Tolls Cost + Total Per Diem Costs = Total Detention Transportation Costs	\$ 131,089
Meal Per Diem Amount				
Number of Meal Per Diems Per Trip				

RAISE THE AGE IMPLEMENTATION PLANNING INSTRUMENT

All Other

NOTE: All requests for additional reimbursement must be accompanied by a corresponding narrative in the "Justification/Reasonableness" section at the bottom of this page. All requests for reimbursement must include detailed information on current workload and demonstrate the clear need for additional staff resources and other expenses commensurate with RTA data projections for the district.

SFY 2022-23 (April 1, 2022 - March 31, 2023)

(except STSJP-RTA which follows the STSJP program year and RF-4 Independent Living of 10/1/22 – 9/30/23)					Enter 2022-23 Fringe Rate	0.00%
All Other	FTE in Relation to RTA	Average Salary	Fringe Benefits	Percent of Year Worked	Total Personal Service Costs for the Year	Total Other Than Personal Service Costs for the Year
List Staffing Needs By Title:						
	0.00	\$0	\$0	0%	\$0	
	0.00	\$0	\$0	0%	\$0	
List Other Than Personal Service Costs:						
STSJP\RTA - Dept of Employment & Training- Youth Dev Specialist						\$38,373
STSJP\RTA - Berkshire - Stepping Stones						\$114,778
STSJP\RTA - Rensselaer County Mental Health Transitions Program						\$20,000
STSJP\RTA - Travel (for Youth Development Specialist)						\$1,156
STSJP\RTA - Equipment (for Youth Development Specialist)						\$1,500
						\$0
						\$0
						\$0
Grand Total:	0.00	\$0	\$0		\$0	\$175,807

Justification/Reasonableness

Area of request (examples: staffing; contracted services; fleet vehicles; office space; equipment; etc..)	Current workload/capacity	Projected RTA increase	Narrative
List Staffing Needs By Title:			

0			
List Other Than Personal Service Costs:			
STSJ\RTA - Dept of Employment & Training- Youth Dev Specialist	N/A	150 youth	The Youth Development Specialist will bridge the gap between youth workforce development and the juvenile justice reform systems by helping Rensselaer County youth obtain employment and hopefully avoid juvenile justice involvement. Youth are referred to the program by probation, court, law enforcement, DSS, school districts, other entities as need. 150 RTA youth to be served. The cost per youth is \$255.82. The duration youth will be in the program is on a case by case basis about 3 – 6 months.
STSJ\RTA - Berkshire - Stepping Stones	0	20 RTA youth	Berkshire Farms team to provide Stepping Stones team that will serve RTA youth to prevent out of home placement. The clinician will provide home-based services to RTA youth and their families to keep the youth out of home placement. The team will serve approximately 20 families a year (6 families at a time for 3 months each). Youth will start the program when they are referred to the program by RCDSS. The youth will remain with the program for 3 months and services will end when RCDSS and Berkshire Farms determine services should end. The total value of the contract is \$121,559 per year and if the team serves 20 families per year, the total cost per family is about \$6,077.95.
STSJ\RTA - Rensselaer County Mental Health Transitions Program	N/A	16 RTA youth	The Transitions program will work with Probation, DSS, and service providers to identify children that are at risk of being placed out of the home. The program will provide evidence-based treatment models to meet the needs of each family. The Transitions Program is a very concentrated, community/home-based treatment and psycho-educational service lasting 6-8 weeks. 16 RTA youth will be served. The cost per youth is about \$1,250 per youth. Probation, DSS, and service providers will refer youth to the program.

STSJ\RTA - Travel (for Youth Development Specialist)	N/A	N/A	Employee travel (\$.625 (current IRS approved rate) x 1,850 miles) to various businesses to secure employment for youth - This mileage budget line of \$1,156.25 is modeled after the travel patterns and costs of current business services staff in the One-Stop Career Center who perform similar functions for adults and are reimbursed at the same rate.
STSJ\RTA - Equipment (for Youth Development Specialist)	N/A	N/A	Purchase of laptop for \$1,500 used by the youth development specialist in the office and while in the field working with youth at various sites, This was approved in prior terms but equipment was not purchased. We intend to purchase it by the end of the program year 22*23.
0			
0			

Locality Totals

	2022-23 RTA Plan
Probation Staffing	\$ 388,650
Probation Services	\$ 266,820
LDSS	\$ 1,334,942
Detention*	\$ 1,918,442
All Other	\$ 175,807
Grand Total	\$ 4,084,661

*Detention tab items are the only items running on calendar year and is for 2023

2023 GENERAL FUND REVENUE

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
Probation - Raise the Age	A.3140.33906	RTA.2019.PROB 33906	\$0	\$245,097	\$245,097
Jail - Raise the Age	A.3150.33906	RTA.2019.JAIL 33906	\$0	\$96,089	\$96,089
Social Services - Raise the Age	A.6010.33906	RTA.2019.DSS 33906	\$0	\$1,918,442	\$1,918,442
TOTAL:			\$0	\$2,259,628	\$2,259,628

2023 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
PROBATION					
Personnel Services					
Senior Probation Officer	A.3140.01007	RTA.2019.PROB 01007	\$0	\$71,193	\$71,193
On-Call Stipend	A.3140.01007	RTA.2019.PROB 01007	\$0	\$376	\$376
Rental - Equipment/ Maintenance/Facilities	A.3140.04450	RTA.2019.PROB 04450	\$0	\$1,310	\$1,310
Contractual Agency	A.3140.04700	RTA.2019.PROB 04700	\$0	\$153,217	\$153,217
Professional Services	A.3140.04900	RTA.2019.PROB.04900	\$0	\$180	\$180
Employee Benefits	A.3140.08008	RTA.2019.PROB 08008	\$0	\$18,821	\$18,821
JAIL					
Personnel Services					
Overtime	A.3150.01007	RTA.2019.JAIL 01007	\$0	\$69,286	\$69,286
Transfers Out	A.3150.01007	RTA.2019.JAIL 01007	\$0	-\$35,000	-\$35,000
Travel	A.3150.04010	RTA.2019.JAIL 04010	\$0	\$30,625	\$30,625
Employee Benefits	A.3150.08008	RTA.2019.JAIL 08008	\$0	\$31,178	\$31,178
SOCIAL SERVICES					
Program Expenditures	A.6123.04700	RTA.2019.DSS 04700	\$0	\$1,918,442	\$1,918,442
TOTAL:			\$0	\$2,259,628	\$2,259,628

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

Requested by: Probation, Jail, and Department of Social Services

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$2,259,628.00 current year
\$ _____ ongoing expenses per year
- 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 _____
 - b) For state funding: amount \$2,259,628.00 and length of time state funding is available – as long as New York State continues to approve the County's RTA Plans. Is it available for ongoing expenses? Yes X 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 \$ _____
 - e) Other (please explain): _____
- 3) Is this expense or program mandated? Yes _____ No _____
- 4) Length of expense or project (one time only, ongoing, etc.): Ongoing, as long as there continues to be funding from New York State
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Continuing implementation of the Raise the Age Legislation passed by New York State. The County is supposed to be reimbursed 100% for all Raise the Age expenses.

Department Heads

Linda McMahon, Patrick Russo, and Michael McMahon

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date May 9, 2023

Resolution No. G/17

**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 applied for and has been awarded a three(3)month grant from the New York State Division of Criminal Justice Services entitled Non-Fatal Shooting Initiative for the period March 1, 2023 through June 30, 2023; and

WHEREAS, The award granted to the Rensselaer County District Attorney's Office is in the total amount of \$31,438.00 which will be placed in the 2023 Rensselaer County Adopted Budget; and

WHEREAS, The grant award provides for partial salary and fringe benefits for one (1) full-time Prosecutor; and

WHEREAS, The primary focus of this grant is to ensure the comprehensive investigation of all non-fatal bullet-to-body shooting cases, with particular focus on circumstances where victims are uncooperative, and to support the evidence-based prosecution mindset that is often used in domestic violence cases; and

WHEREAS, The Rensselaer County District Attorney's Office, in partnership with the City of Troy Police Department, will develop a multi-disciplinary team in keeping with the Gun Involved Violence Elimination ("GIVE") initiative, including other law enforcement entities and non-law enforcement partners, which will comprehensively investigate non-fatal bullet-to-body shootings; 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 a GIVE Prosecutor 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 will be available 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 pertain to 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:

2023 GENERAL FUND REVENUE

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
DISTRICT ATTORNEY					
DA DCJS Project Impact	A.1165.33899	GIVENFSI	\$0.00	\$31,438	\$31,438

2023 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
DISTRICT ATTORNEY					
Personnel Services					
<i>Chief Assistant DA</i>	A.1165.01007	GIVENFSI	\$0	\$26,738	\$26,738
State Retirement	A.1165.08001	GIVENFSI	\$0	\$2,654	\$2,654
Social Security	A.1165.08003	GIVENFSI	\$0	\$2,046	\$2,046
	Total 2023 Appropriations:		\$0	\$31,438	\$31,438

; and, be it further

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

Resolution **ADOPTED** by the following vote:

Ayes:

Nays:

Abstain:

May 9, 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

2023 GENERAL FUND REVENUE

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
DISTRICT ATTORNEY					
DA DCJS Project Impact	A.1165.33899	GIVENFSI	\$0.00	\$31,438	\$31,438

2023 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
DISTRICT ATTORNEY					
Personnel Services					
<i>Chief Assistant DA</i>	A.1165.01007	GIVENFSI	\$0	\$26,738	\$26,738
State Retirement	A.1165.08001	GIVENFSI	\$0	\$2,654	\$2,654
Social Security	A.1165.08003	GIVENFSI	\$0	\$2,046	\$2,046
	Total 2023 Appropriations:		\$0	\$31,438	\$31,438

<u>CONTRACT DESCRIPTION AND DATES</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT OF CONTRACT</u>
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JOURNAL ENTRY REQUEST

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	DEBIT	CREDIT
DISTRICT ATTORNEY				
Personnel Services	A.1168.01007	OVS.D3Y1.01007	\$53,932.84	
Personnel Services	A.1168.01007			\$53,932.84
Vision	A.1168.08002	OVS.D3Y1.08002	\$21.60	
Vision	A.1168.08002			\$21.60
Social Security	A.1168.08003	OVS.D3Y1.08003	\$2,959.65	
Social Security	A.1168.08003			\$2,959.65
Medical Insurance	A.1168.08006	OVS.D3Y1.08006	\$2,680.39	
Medical Insurance	A.1168.08006			\$2,680.39
Dental	A.1168.08007	OVS.D3Y1.08007	\$71.60	
Dental	A.1168.08007			\$71.60
		TOTAL:	\$59,666.08	\$59,666.08



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

Grantee/Contractor: Rensselaer County District Attorney	Date: 3/16/2023
Program Name: Non-Fatal Shooting Initiative	Award Amount: \$31,438ⁱ
Signatory Name and Title: Hon. Steven F. McLaughlin, County Executive	Term Dates: 03/01/2023 – 06/30/2023
Email: smclaughlin@rensco.com	Contract Number: T484926
SFS Vendor ID No.: 1000002434	
This funding is provided to ensure the comprehensive investigation of all non-fatal bullet-to-body shooting cases, with particular focus on circumstances where victims are uncooperative, and to support the "evidence-based" prosecution mindset that is often used in domestic violence cases.	
Grant Questions	
Robert Frost Public Safety Grants Representative 1 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone:518-485-2979 Email: Robert.Frost@dcjs.ny.gov	Lindsey Levandoski Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone:518-485-7684 Email: Lindsey.Levandoski@dcjs.ny.gov

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

cc:

ⁱ 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.

Project #: GV23-1008-D00 **GIVE Initiative**
Participant: Rensselaer County

Project Status: Under Review

Project

Home Search Open

General	Participants	Budget	Work Plan	Questions	Conditions	Acceptance	Contract Checklist
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Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. When you have completed your budget, please go on to the Workplan tab.

Go to Attachment Progress Site Review Equipment

Budget Summary

Participant	Grant Funds	Matching Funds	Total
Rensselaer County	\$0.00	\$0.00	\$0.00
Rensselaer County District Attorney	\$31,438.00	\$0.00	\$31,438.00
Total	100.00%	\$31,438.00	0.00%

Reports Application

Advance Request Amount (If not requesting an advance, please skip) \$

Deficiency Draft Contract

Advance Request Justification (200 character limit)

Help Logout

Login ID: emcdermott

Budget Summary by Participant
Rensselaer County

Version 5.1.6

Rensselaer County District Attorney
Version 1 - Edit (Click here to add more lines to budget categories)

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Non-fatal Shootings Prosecutor	1	\$26,738.00	\$26,738.00	\$26,738.00	\$0.00	no
Total				\$26,738.00	\$26,738.00	\$0.00	

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Non-fatal Shootings Prosecutor	1	\$4,700.00	\$4,700.00	\$4,700.00	\$0.00	no
Total				\$4,700.00	\$4,700.00	\$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$31,438.00	\$31,438.00	\$0.00

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 ADOPTED BUDGET – DISTRICT ATTORNEY

Requested by: Mary Pat Donnelly

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$0.00 for current year _____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): New York State Division of Criminal Justice Services

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 \$31,438.00 and length of time state funding is available March 1, 2023 – June 30, 2023. Is it available for ongoing expenses? Yes _ or No X (has to be renewed)

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 (Contractual agencies are 100% funded through the Re-entry grant).

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.): GIVE Non-Fatal Shooting Initiative March 1-June 2023.

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

Mary Pat Donnelly
Department Head

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date May 9, 2023

Resolution No. G/26

RESOLUTION AUTHORIZING AMENDED AGREEMENT WITH NEW YORK STATE DEFENDERS ASSOCIATION, INC. - PUBLIC DEFENDER'S OFFICE

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

WHEREAS, Public Defender Case Management System ("PDCMS") services are necessary services for the competent, effective, ethical, and efficient legal representation of indigent persons by the Public Defender's Office; and

WHEREAS, The present contract with New York State Defenders Association, Inc., ("NYSDA") does not include "Cloud" services that would allow attorneys and support staff to have real time remote access to our case management system, including, *inter alia*, case files, calendars, and conflict checks; and

WHEREAS, Real time remote access to the case management system, including, *inter alia*, case files, calendars, and conflict checks, is essential to the competent, effective, ethical, and efficient legal representation of indigent persons by the County Public Defender's Office; and,

WHEREAS, The agreement with NYSDA must be amended to authorize the conversion of the existing Legacy PDCMS to PDCMS Cloud and to authorize the maintenance and software support service fees and license fees necessary for the conversion, support and maintenance of the Legacy PDCMS and PDCMS Cloud as set forth in the "Amendment to Public Defense Case Management System Agreements Between Rensselaer County Public Defender Office and New York State Defenders Association, Inc."; and,

WHEREAS, The start and end dates of such contract, the source of funding for same, the total amount to be expended over the life of same, which shall not exceed budgetary appropriations, and the name and address of the contracting party are as follows:

<u>CONTRACT DESCRIPTION AND DATES</u>	<u>VENDOR</u>	<u>GL ACCOUNT</u>	<u>PROJECT CODE</u>	<u>AMOUNT OF CONTRACT</u>
PDCMS Cloud 5/1/23 - 4/31/24	NYS Defenders Association, Inc. 194 Washington Avenue Albany, NY 12210	A.1170.04980	UQI.D1Y4	\$33,420 Annually

; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

May 9, 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



New York State Defenders Association, Inc.

Public Defense Backup Center

194 Washington Ave. • Suite 500 • Albany, NY 12210-2314

Telephone (518) 465-3524

Fax (518) 465-3249

www.nysda.org

Exhibit 2.

ORDER for the Public Defense Case Management System (Cloud)

This Order for the Rensselaer County Public Defender Office, located at Rensselaer County Courthouse, 80 Second Street, Troy, NY 12180 is for the services outlined below for a one-year period beginning the date the PDCMS is moved to the cloud.

Description of Service	Fee	Total Fee
Access to "legacy" PDCMS in the Cloud (hosted by NYSDA) – 6 authorized users	\$35/user/month (\$35 x 6 users = \$ 210/month) (\$ 210 x 12 months = \$ 2,520)	\$ 2,520.00
Monthly fee – access to PDCMSCloud – 20 named users	\$20/user/month (\$20 x 20 users = 400/month) (\$400 x 12 months = \$ 4,800)	\$ 4,800.00
One-time fee to migrate PDCMS database to the cloud	One-time fee to set up cloud server and migrate current PDCMS database to the cloud integrated with PDCMS Legacy & PDCMSDCloud.	\$ 5,000.00
One-time fee to migrate 2 TB View Docs files to the cloud	One-time fee to migrate View Docs files and integrate with PDCMSCloud	\$ 5,700.00
Cloud storage for View Docs files	\$100/TB/month	\$ 2,400.00
Annual support (26 authorized users) This fee includes software maintenance, bug fixes, new software releases, remote training and unlimited telephone and/or remote support.	\$500/named user/year \$500 x 26 users = \$ 13,000 (This includes unlimited support calls and remote sessions for staff, including individual trainings if needed.)	\$ 13,000.00
Total		\$ 33,420 .00

IN WITNESS WHEREOF, the parties have duly executed this Order on the date first above written.

RENSSELAER COUNTY PUBLIC DEFENDER

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Name: John C. Turi, Esq.
Title: Public Defender

By: _____
Name: Susan C. Bryant, Esq.
Title: Executive Director

Exhibit 1.

**New York State Defenders Association
January 2023 PDCMS Fee Structure**

NYSDA PDCMS CLOUD HOSTING SAAS FEES	MONTHLY FEES
Access to "legacy" PDCMS (current) in the cloud	\$ 35/Authorized User/Month
Access to PDCMSCloud (new generation software)	\$ 20/Authorized User/Month
Cloud storage for View Docs (integrated with PDCMSCloud)	\$ 100/TB/Month
ONE-TIME INTEGRATION/SET-UP FEE	ONE-TIME FEE
One-time fee to set up cloud environment for the site, migrate & integrate PDCMS database, etc.	\$ 5,000
One-time fee to migrate site's View Docs files to the cloud and integrate with PDCMSCloud (approximately 2 TB)	\$ 5,700 (Depending on scope of work)
SUPPORT	ANNUAL FEE
PDCMS Maintenance and Software Support Agreement - This annual fee is based on the total number of PDCMS authorized users and includes software maintenance, bug fixes, new software releases, telephone support and remote support.	\$ 500/Authorized User/Year
TRAINING	
PDCMS training (remote)	\$ 750 per day
PDCMS On-Site Training – If on-site training is requested, site will also be charged travel expenses.	\$ 1,500 per day
CUSTOMIZED PROGRAMMING	
Special Features/Custom Requests - If site requires customized features or reports, they can be provided at an additional fee.	\$ 150.00/hr

**AMENDMENT
TO
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM™
AGREEMENTS
BETWEEN
RENSSELAER COUNTY PUBLIC DEFENDER OFFICE
AND
NEW YORK STATE DEFENDERS ASSOCIATION, INC.**

THIS AMENDMENT, made this _____ day of _____, 2023 by and between Rensselaer County Public Defender Office, having offices located at Rensselaer County Courthouse, 80 Second Street, Troy, NY 12180 (“OFFICE”), and NEW YORK STATE DEFENDERS ASSOCIATION, INC., a New York not-for-profit corporation, with offices located at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314 (“NYSDA”).”

WITNESSETH:

WHEREAS, OFFICE and NYSDA are parties to a Professional Services Agreement, (the “Agreement”), and a Maintenance and Software Support Agreement, (“Attachment A”), on August 1, 2000, which is extended and/or amended each year, giving OFFICE the rights, among other things, to run and use NYSDA’s legacy *Public Defense Case Management System*™ computer program (“Legacy PDCMS”), and to receive NYSDA’s software support and maintenance services in connection with its use of the Legacy PDCMS;

WHEREAS, OFFICE desires to have its Legacy PDCMS database moved from its local server (on-premises) to the cloud to be hosted by NYSDA and to retain its access to the functionality available in the Legacy PDCMS while hosted in the cloud; and

WHEREAS, NYSDA is in the process of converting the Legacy PDCMS to an online software-as-a-service (“SaaS”) application (“PDCMSCloud”, and collectively with Legacy PDCMS, “PDCMS”) and will give OFFICE access to PDCMSCloud through a SaaS subscription;

WHEREAS, OFFICE desires to subscribe to Legacy PDCMS and PDCMSCloud and to receive NYSDA’s support and maintenance services for one additional year (the “Subscription Term”).

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto mutually agree as follows:

1. OFFICE understands and agrees that, following the move of its Legacy PDCMS database to the cloud, OFFICE’s license rights to use the Legacy PDCMS locally (pursuant to

Section 37 of the “Agreement”) shall terminate, and NYSDA shall no longer provide any support or maintenance services to any locally-hosted (on-premises) version of the Legacy PDCMS program.

2. Section 31 (Year 2000 Compliance) of the “Agreement” is no longer applicable, is deleted in its entirety, and hereby replaced with the following:

“(OFFICE’S ACCESS AND DATA)”

a. NYSDA shall provide OFFICE with commercially reasonable access to PDCMS, subject to reasonable downtime for scheduled or unscheduled maintenance. NYSDA will provide OFFICE with prior notice within a reasonable time before scheduled downtime. NYSDA will routinely backup all electronic data and information submitted by OFFICE to PDCMS in connection with its use of the PDCMS in accordance with this Agreement, including, without limitation, all OFFICE View Docs materials, and the documents and data described in Sections 33 – 35 of this “Agreement” (individually and collectively, “OFFICE Content”). NYSDA shall use industry-standard security measures to maintain OFFICE Content in confidence and to maintain OFFICE’s login information and will provide a secure method of authenticating and accessing the PDCMS by utilizing code that follows password management best practices.

b. PDCMS and all OFFICE Content, shall be hosted on a Federal Risk and Authorization Management Program (FedRAMP) cloud server employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. NYSDA shall ensure the hosting services shall be performed in the United States of America, and no portion of the hosting services shall be performed outside of the US.

c. OFFICE hereby grants to NYSDA, its contractors, agents and licensees, and the contractors, agents and licensees of the foregoing, the non-exclusive right and license to access, copy, store, configure, display and transmit OFFICE Content as NYSDA deems necessary to provide the PDCMS services to OFFICE under this Agreement. OFFICE Content is the Confidential Information of OFFICE, subject to the limitations of Sections 54 and 55 of this “Agreement”.

3. A new Section 37-A is hereby added to the “Agreement”, as follows:

“(SOFTWARE-AS-A-SERVICE)”

- a. For the term of the Maintenance Agreement, NYSDA hereby grants to OFFICE a subscription (“**Subscription**”) to the PDCMS service for “**Authorized Users**” in accordance with the Order. Cloud server fees and NYSDA’s Legacy PDCMS hosting fees are outlined in the Fee Structure attached to this Agreement as Exhibit 1.
- b. The “Order” attached to this Agreement as Exhibit 2 sets forth OFFICE fees for the PDCMS for the Subscription Term. OFFICE shall pay such fees in full prior to the commencement of the Subscription Term and the grant of access to PDCMS to OFFICE’s authorized users.
- c. OFFICE shall provide NYSDA with a list of Authorized Users and level of access (role) requested for each Authorized User.
- d. OFFICE acknowledges and agrees that NYSDA may use third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide the services.
- e. Once Legacy PDCMS is moved to the cloud, OFFICE should delete current Legacy PDCMS icons from all computers and replace them with PDCMSCloud icons or link to browser address, as PDCMS users will no longer be able to access Legacy PDCMS on their local server (on-premises). Additional log-ins will be made available for PDCMSCloud (SaaS) screens for Authorized Users at this time. Access to the Legacy PDCMS and PDCMSCloud will be limited to Authorized Users. OFFICE is responsible for notifying NYSDA when an Authorized User’s log-in should be deactivated.
- f. OFFICE shall not grant access to PDCMS to (i) another person or entity other than OFFICE’s named Authorized Users, or (ii) provide case management service to a third party. OFFICE shall notify NYSDA promptly upon becoming aware of any unauthorized access to the PDCMS or related systems.
- g. OFFICE acknowledges that NYSDA and its subcontractors exercise no control over the content of the information transmitted by OFFICE or its Authorized Users through PDCMS. OFFICE shall not unlawfully upload, post, reproduce or distribute any information, software or other material protected by copyright, or

any other intellectual property right using PDCMS.

- h. OFFICE is responsible for accuracy, quality, integrity, legality, reliability and appropriateness of all OFFICE Content. OFFICE shall not use PDCMS to: store or transmit any infringing, libelous, unlawful or tortious material; store or transmit material in violation of third-party privacy rights; to store or transmit Malicious Code; or interfere with or disrupt the integrity or performance of PDCMS or data contained in it. As used in this Agreement, the term “**Malicious Code**” means any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs.”
- i. NYSDA shall report to OFFICE, with all relevant details, any event that NYSDA reasonably believes represents unauthorized access to, disclosure of, use of, or damage to OFFICE content (a “**Security Breach**”).
- j. In the event of a Security Breach, NYSDA shall (a) cooperate with OFFICE to identify the cause of the breach and to identify any affected OFFICE Content; (b) assist and cooperate with OFFICE in investigating and preventing the recurrence of the Security Breach; and (c) assist and cooperate with OFFICE in any litigation or investigation against third parties that OFFICE undertakes to protect the security and integrity of OFFICE Content.
- k. At all times, NYSDA, and any third party vendors and hosting partners it utilizes to provide these services, shall (a) use industry standard information security practices for transmitting and storing OFFICE Content; (b) employ industry standard practices with respect to network security techniques, including, but not limited to, firewalls, intrusion detection, encryption, and authentication protocols, vulnerability, and patch management, and (c) ensure its host facilities maintain industry standards for security and privacy. Notwithstanding the foregoing, OFFICE acknowledges that there remains a material risk that Confidential Information and OFFICE Content stored and transmitted electronically through PDCMS may be intercepted by third parties, which risk increases if PDCMS is accessed outside the United States, and agrees to accept that risk and will not hold NYSDA, its officers, employees, contractors, agents or licensees liable for any loss, damage, or injury resulting from the interception of OFFICE Content.
- l. OFFICE shall not assign, sublicense, transfer, pledge, lease, rent or share any of its rights under this Agreement, copy, frame or mirror any content forming part of PDCMS, access or use PDCMS to build a competitive product or service, or to copy, evaluate or

monitor ideas, features, functions or graphics, or to monitor or evaluate the availability, performance or functionality of PDCMS, NYSDA's services, or for any other benchmarking or competitive purposes.

- m. OFFICE shall comply with all applicable laws and governmental rules and regulations in connection with its use of PDCMS.
- 4. References in Section 38 of the "Agreement" (Warranty) to "products" are hereby deemed to include, without limitation, all services provided to OFFICE by NYSDA and all contractors of NYSDA under the "Agreement" and "Attachment A", including the provision and hosting of PDCMS.
- 5. Section 42 of the "Agreement" is hereby amended by adding at the end of such provision the following:

In addition, and not by way of limitation of any other right or remedy available to NYSDA, NYSDA may suspend the PDCMS services and OFFICE's access to PDCMS upon the occurrence of one of the following events:

(a) if OFFICE fails to timely pay any undisputed amounts due to NYSDA in accordance with this Agreement, but only after NYSDA notifies OFFICE of such failure and nonpayment continues for fifteen (15) days after OFFICE's receipt of such notice; or

(b) immediately without prior notice if NYSDA or its hosting contractor reasonably concludes that OFFICE or its Authorized User is causing immediate and ongoing material harm to NYSDA, its contractor or agent, the PDCMS service or any related software or hardware arising out of any OFFICE conduct prohibited by Section 37-A(h). NYSDA shall advise OFFICE of the suspension under clause (b) as soon as practicable under the circumstances, and OFFICE shall cooperate with NYSDA and its contractor to diligently attempt to resolve the issue.

Suspension of the PDCMS services shall not release OFFICE of its payment obligations under this Agreement. NYSDA AND ITS CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY OFFICE OR ANY AUTHORIZED USER AS A RESULT OF NYSDA'S EXERCISE OF ITS SUSPENSION RIGHTS IN ACCORDANCE WITH THIS SECTION.

6. Section 3 of the Maintenance Agreement (“Attachment A” of the “Agreement”) is hereby amended as follows:
 - a. by replacing the sentence “The fee will be based upon your two (2) PDCMS concurrent licenses, may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index.” with “The annual support fee will be based upon your number of Authorized Users; and
 - b. by replacing the sentence “This PDCMS Maintenance and Software Support Agreement fee shall be paid by RPDO within forty-five (45) days of invoice at the beginning of each annual maintenance period.” with “This PDCMS Maintenance and Software Support Agreement fee shall be paid by OFFICE upon receipt of the invoice at the beginning of each annual maintenance period.”

7. Section 12 of the Maintenance Agreement (“Attachment A” of the “Agreement”) is deleted and replaced in its entirety with the following:

This Agreement shall commence on the date the RPDO begins accessing the PDCMS in the cloud and shall terminate on the first anniversary of that date unless otherwise extended for one additional year by written agreement of the parties.

8. Exhibit 3 to the Maintenance Agreement (“Attachment A” of the “Agreement”) – the PDCMS Fee Structure - is deleted in its entirety and is replaced by the attached Exhibit 1 (January 2023 PDCMS Fee Structure).
9. Except as expressly amended hereby and but for such obligations of the parties as shall have been performed, all other terms and conditions of the “Agreement” and “Attachment A” shall remain unchanged and in force.

IN WITNESS WHEREOF, the parties have hereunto executed this Amendment as of the date set forth above.

RENSSELAER COUNTY PUBLIC DEFENDER OFFICE

By: _____
John C. Turi, Esq.
Public Defender

NEW YORK STATE DEFENDERS ASSOCIATION, INC.

By: _____
Susan C. Bryant, Esq.
Executive Director

**STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS:**

On this _____ day of _____, in the year _____ before me, the subscriber, personally came **JOHN C. TURI** to me known, who being by me duly sworn did depose and say that he is the Public Defender of the RENSSELAER COUNTY PUBLIC DEFENDER OFFICE, and the person described in and who executed the foregoing instrument in the name of the Rensselaer County Public Defender Office, and he duly acknowledged to me that he executed the same as and for the act and deed of said Rensselaer County Public Defender Office.

Notary Public; State of New York

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

On this _____ day of _____, in the year _____ before me, the subscriber, personally came **SUSAN C. BRYANT**, to me known, who being by me duly sworn did depose and say that she is the Executive Director of the New York State Defenders Association, Inc. and the person described in and who executed the foregoing instrument in the name of the New York State Defenders Association, Inc., and she duly acknowledged to me that she executed the same as and for the act and deed of said New York State Defenders Association, Inc.

Notary Public; State of New York

AUG - 4 2000

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made this 1st day of August, 2000, by and between Rensselaer County Public Defender's Office, having offices at Rensselaer County Courthouse, Congress Street, Troy, New York 12180, hereinafter referred to as the "RPDO" and New York State Defenders Association, Inc., a New York not-for-profit corporation having offices at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314, hereinafter referred to as "NYSDA."

WITNESSETH

WHEREAS, the RPDO desires to acquire a computerized Public Defense Case Management System hereinafter referred to as "PDCMS"; and,

WHEREAS, NYSDA has the necessary personnel and expertise to deliver the computerized system and services required by the RPDO to implement and install PDCMS;

NOW THEREFORE, in consideration of the terms and conditions herein contained the parties do covenant and agree as follows:

DEFINITION OF TERMS

For the purpose(s) of this agreement, the terms listed below shall have the following meaning given to them:

1. Acceptance Criteria - The PDCMS Implementation Plan sets forth the Acceptance Criteria that must be satisfied.
2. Agreement - This Professional Services Agreement.
3. Consumer Price Index - The Annual United States Department of Labor Bureau of Statistics Consumer Price Index.
4. Documentation - All written material, manuals, diagnostic routines and other aids required to use and operate the PDCMS.
5. Modifications (Change Order) - A written request to change the PDCMS Implementation Plan after acceptance by both parties.
6. PDCMS - Also known as the Public Defense Case Management System (PDCMS) includes PDCMS runtime software, database, user's manual and other written documentation delivered by NYSDA to RPDO in connection with the PDCMS.
7. PDCMS Implementation Plan - The PDCMS Implementation Plan is the set of descriptors completed by NYSDA outlining the timelines for implementation and responsibilities and is attached hereto as "Exhibit 2."
8. Point of Contact - Point of Contact for Rensselaer County, or "POC," shall mean the RPDO employee(s) designated as the points of contact with NYSDA. POC's shall have the skill and authority to evaluate and approve on behalf of the RPDO the compliance of the PDCMS with the Acceptance Criteria.

9. Project Coordinator - NYSDA's designated individual for the project for NYSDA and the RPDO's designated individual for the project for the RPDO.
10. Source Code - The machine readable format of all of the constituent elements of the PDCMS software, including, without limitation, any text, images, graphics, video and audio segments and all passwords necessary to use any of the foregoing.

SCOPE OF SERVICES

NYSDA, directly and/or through a qualified subcontractor, shall provide services to the RPDO in accordance with this Agreement. The tasks to be performed are as follows:

11. NYSDA shall prepare an Implementation Plan outlining the installation and implementation of the PDCMS in the RPDO.
12. Installation: Installation of PDCMS as set forth in the PDCMS Implementation Plan, attached hereto as "Exhibit 2."
13. Training: NYSDA will provide initial PDCMS training for designated RPDO staff on-site. NYSDA will also provide initial training for the designated system administrator on-site. Levels of training will be based on security rights (Data entry, Browse, etc.). If further training is deemed necessary, additional training will be provided at NYSDA's office in Albany, NY.
14. Maintenance & Software Support: Maintenance and software support of PDCMS as set forth in the PDCMS Maintenance & Software Support Agreement ("Support Agreement"), to be executed by the parties substantially in the form attached hereto as "Attachment A."
15. NYSDA shall provide hardware specifications to the RPDO for the PDCMS. Although NYSDA may provide hardware specifications to the RPDO, NYSDA is not responsible for RPDO selection.
16. The RPDO will bear the costs of replacing or repairing hardware or software supplied by the RPDO. NYSDA agrees to discharge its responsibility to resolve all PDCMS related system problems without charge as long as the RPDO has a Support Agreement in effect with NYSDA and the RPDO is not in breach of any of its obligations under this Agreement or any such Support Agreement.
17. NYSDA shall provide a project coordinator and/or a point of contact.

TERM OF AGREEMENT

18. NYSDA shall commence performance on the date specified in the PDCMS Implementation Plan and end performance upon completion, but no later than the completion date specified in the PDCMS Implementation Plan unless otherwise directed by the RPDO in writing or unless earlier terminated in accordance with section 42 (Default).

ACCEPTANCE OF SYSTEM

19. The PDCMS, installed and tested by NYSDA in accordance with the PDCMS Implementation Plan, shall be tested for a 30-day calendar period from the date of installation to ensure that it performs in accordance with the Acceptance Criteria.

20. The RPDO will hereby designate a Point of Contact (POC) with NYSDA.

IMPLEMENTATION PLAN

21. NYSDA shall prepare the PDCMS Implementation Plan to include specific pricing and scheduling. Modifications to the PDCMS Implementation Plan will then require a written change order request from the RPDO and written estimate of additional pricing from NYSDA.

PAYMENT SCHEDULE

22. For NYSDA's services for the PDCMS installation to be rendered under this Agreement, RPDO shall pay NYSDA the total amount due, including cost reimbursements, based upon the NYSDA January 2000 PDCMS Fee Structure set forth in "Exhibit 1."

23. Payment for services and reimbursement of costs shall be made upon NYSDA's satisfactory performance of services outlined in the PDCMS Implementation plan included herewith as "Exhibit 2."

24. The RPDO shall pay invoices or claims for satisfactory work within 45 days of submittal.

25. The final payment for PDCMS installation services provided by NYSDA shall not be made until these services have been completed and tested for 30 days.

26. The NYSDA January 2000 PDCMS Fee Structure, set forth in "Exhibit 1," may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index.

✓ 27. The annual fee charged for the Support Agreement shall be paid within forty-five (45) days of invoice at the beginning of each annual maintenance period.

28. Rensselaer County Public Defender's Office is tax exempt and therefore shall not be responsible for the payment of any taxes and other levies, including sales and use taxes.

SUBCONTRACTORS

29. NYSDA is permitted to subcontract with any other party necessary to perform NYSDA's obligations under this Agreement. Subject to Section 38 (Warranty), NYSDA is responsible to the RPDO for any errors or omissions of NYSDA or its subcontractors; provided, however, that NYSDA's financial responsibility to the RPDO is limited to the total amount of money the RPDO has paid to NYSDA pursuant to this Agreement.

MODIFICATIONS

30. NYSDA shall modify the work initially performed under the agreement whenever so requested by the RPDO, provided that the RPDO and NYSDA have agreed upon any required price adjustments, changes to the terms of payment, and date extensions associated with said modifications. All modifications will be described in detail and will be mutually agreed to in writing between the RPDO and NYSDA.

YEAR 2000 COMPLIANCE

31. NYSDA shall warrant that the PDCMS is "Year 2000 Compliant" and functions properly with respect to the Year 2000 date change. "Year 2000 Compliant" shall mean that data outside of the range 1990-1999 will be correctly processed in any level of computer hardware or software including, but not limited to, microcode, firmware, application programs, files and databases.

SOURCE CODE

32. NYSDA will own and maintain the PDCMS software source code to allow a competent technician to maintain the then current version of PDCMS. NYSDA will give a copy of the PDCMS software source code to the RPDO if NYSDA is unable to fulfill its obligations set forth in the Support Agreement.

OWNERSHIP OF DOCUMENTS AND DATA

33. The RPDO shall be the owner of the following items incidental to this Agreement and generated by RPDO through use and operation of the PDCMS: all its case management data collected, all documents of any type whatsoever generated by the PDCMS and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion, except for computer software, associated proprietary materials, design manuals, training materials, user guides, and design methodology and standards. NYSDA shall not release any materials under this section except after prior written approval of the RPDO.
34. NYSDA claims no ownership interest in any reports, data, documents or other materials prepared using the PDCMS, except for computer software, associated proprietary materials, design manuals, user guides, and design methodology and standards.
35. All data collected and/or stored in electronic format in the PDCMS system is the property of the RPDO. The RPDO will not pay NYSDA additional license fees should the RPDO provide other agencies with extraction of the data that resides in or is part of the PDCMS system, providing the other agencies do not directly access the PDCMS application or any copy of the PDCMS.

COPYRIGHT

36. The PDCMS and all copies of any component thereof, whether made by NYSDA or otherwise, are proprietary to NYSDA and title thereto remains in NYSDA. All applicable rights to patents, copyrights, trademarks and trade secrets in the PDCMS or any modifications made at RPDO's request are, and shall remain, in NYSDA. RPDO shall not reproduce, sell, transfer, publish, disclose, display, assign, sublicense, lease, or otherwise make available the PDCMS, or copies thereof, to others. RPDO agrees to secure and protect PDCMS in a manner consistent with the maintenance of NYSDA's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to PDCMS to satisfy its obligations hereunder. All copies made by RPDO of the PDCMS are the property of NYSDA. Violation of any provision of this section by RPDO shall be the basis for immediate termination of this Agreement and the license granted hereunder. This provision shall survive the termination of this Agreement.

LICENSE

37. NYSDA hereby grants to the RPDO a nonexclusive license to install the Public Defense Case Management System (PDCMS) on one computer or server and to allow access to the PDCMS from no more than two (2) concurrent workstations located at the Rensselaer County Public Defender address (Rensselaer County Courthouse, Congress Street, Troy, New York 12180). Use of the PDCMS by: (a) another party other than the Rensselaer County Public Defender's Office; or (b) the Rensselaer County Public Defender's Office for the purpose of providing case management service to another, regardless of the host computer or server used, is prohibited and requires separate licensing. RPDO agrees to not assign, sublicense, transfer, pledge, lease, rent or share any of its rights under this Agreement.

WARRANTY

38. NYSDA warrants that it has the absolute right to maintain and license the PDCMS' use and that it will indemnify and hold harmless the RPDO should there be any challenges as to the intellectual property rights of NYSDA in the PDCMS. The RPDO agrees that NYSDA will not be liable for any damages caused by the RPDO's failure to fulfill any RPDO responsibility. NYSDA warrants that PDCMS when installed, will be in good working order and will conform to NYSDA's published specifications and the terms of this Agreement, provided no modifications have been made by the RPDO or any other party not authorized by NYSDA. NYSDA's obligation to provide such indemnification is contingent upon NYSDA receiving prompt notice of any claims. NYSDA is allowed to direct the defense and settlements, and the RPDO will cooperate with NYSDA.

Limited Warranty

ALL PRODUCTS DELIVERED PURSUANT TO THIS AGREEMENT ARE DELIVERED "AS IS" AND, EXCEPT AS EXPRESSLY PROVIDED, NYSDA MAKES NO ADDITIONAL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUCH WARRANTIES ARE SPECIFICALLY DISCLAIMED WITH REGARD TO ALL PRODUCTS. NEITHER NYSDA NOR ANY CONTRACTOR INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THE PRODUCTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS OR FOR LOSS OF STORED DATA OR FOR ANY CLAIM OR DEMAND AGAINST RPDO BY A THIRD PARTY UNDER ANY CIRCUMSTANCES, WHETHER BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF NYSDA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The network version of the PDCMS enables it to be run over a computer network for the purpose of multiple users accessing a single shared database. The RPDO understands and agrees that the particular type of network, number of machines involved, and type of computer can all affect the performance of the PDCMS. Therefore, NYSDA cannot guarantee the performance of the software in the RPDO's particular network or network workstation and is not responsible to reconfigure the PDCMS to perform on the RPDO's network. Although NYSDA may make recommendations to the RPDO regarding hardware requirements and hardware selection, NYSDA is not responsible for RPDO's ultimate hardware selection. The RPDO understands and agrees that all hardware and all software not provided and installed by NYSDA, is excluded from this agreement and should be supported by other qualified service provider(s). NYSDA will work with the designated qualified service provider(s), however, that effort is excluded from any warranty.

SYSTEM SUPPORT AND MAINTENANCE

39. MAINTENANCE - In consideration of payments to be made by the RPDO to NYSDA as set out in the NYSDA January 2000 PDCMS Fee Structure (Exhibit 1), NYSDA agrees to provide software maintenance services during the periods covered in accordance with the Support Agreement.

INDEPENDENT CONTRACTOR STATUS

40. NYSDA agrees that it is an independent contractor, covenants and agrees to conduct the work under this Agreement consistent with such status. NYSDA shall neither pretend nor claim to be an officer or employee of the RPDO by reason hereof, nor make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the RPDO, including but not limited to Workers' Compensation coverage, unemployment insurance, benefits, social security coverage or retirement membership or credit.

NON-DISCRIMINATION

41. NYSDA agrees that in carrying out its activities under the terms of this Agreement it shall not discriminate against any person due to such person's race, color, creed, sex, national origin, age, disability, marital status or handicap, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in sections 290-301 of the Executive Law of the State of New York.

DEFAULT

42. The RPDO may declare this Agreement to be in default and terminated upon the occurrence of any of the following events and after 30 days notice: (a) NYSDA's failure to perform any obligation required by the terms hereof to be performed by NYSDA; or (b) the making of any false or misleading statement by NYSDA prior to or in connection with this Agreement; or (c) NYSDA's petition in bankruptcy, either voluntarily or involuntarily, or making an assignment for the benefit of creditors, or being named or subjected to a suit for the appointment of a receiver. Upon a default by NYSDA, the RPDO may terminate this Agreement and shall not be liable for any further obligation hereunder.

Notwithstanding any other payment provision of this Agreement, RPDO shall pay NYSDA for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall NYSDA be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. NYSDA shall furnish to RPDO such financial information as in the judgment of RPDO is necessary to determine the reasonable value of the services rendered by NYSDA. The foregoing is cumulative and shall not effect any right or remedy which RPDO may have in law or equity.

Should RPDO fail to pay NYSDA all or any part of the payment set forth in sections 23, 24 and 25, NYSDA may, at NYSDA's option terminate this agreement if such failure is not remedied by RPDO within forty-five (45) days of written notice to RPDO of such late payment. The RPDO agrees, upon termination of PDCMS, to destroy all copies of the PDCMS.

ENTIRE AGREEMENT

43. This Agreement and the Attachments referred to herein constitute the entire agreement of the parties hereto. No waiver or modification of this Agreement and/or Attachments shall be effective unless in writing, expressly referring to the provision to be waived or modified in the Agreement or the Attachment, and signed by both parties.

GOVERNING LAW; VENUE

44. This Agreement shall be governed by, and construed according to, the law of the State of New York, without giving effect to any conflict or choice of law provision that would defeat the application of New York law. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Albany, New York. Any disputes arising out of this Agreement, out of the interpretation and enforcement of this Agreement, or out of the activities related to this Agreement except disputes involving NYSDA's intellectual property rights, shall be settled by final and binding arbitration as conducted by a sole arbitrator selected by the parties and pursuant to the commercial arbitration rules of the American Arbitration Association in effect at the time such dispute occurs. Arbitration shall be conducted in Albany, NY, at the offices of NYSDA, or such other location as may be mutually agreed upon by the parties. In any suit to enforce an arbitration award, the party seeking enforcement shall be entitled to recover its reasonable attorney's fees.
45. NYSDA may initiate a suit to enforce any of its intellectual property rights, described in paragraph 36 in Federal courts sitting in the County of Albany, State of New York and the RPDO consents to the jurisdiction of such courts in resolution of such disputes.
46. No claim, whether in contract, tort, or otherwise, arising out of this Agreement, may be brought by either party: (i) in the case of a claim arising out of the breach of the obligations set forth in this Agreement, more than one year after the claim arises; or (ii) in the case of any other claim, more than one year after the claim arises.

SEVERABILITY

47. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be performed, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

COMPLIANCE WITH ALL LAWS

48. NYSDA agrees that during the performance of the work required pursuant to this Agreement, NYSDA and all employees working under NYSDA's direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted, or is not properly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.

PROHIBITION AGAINST ASSIGNMENT

49. NYSDA or RPDO is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest herein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing of the other party, which will not be unreasonably withheld.

CONTRACT DEEMED EXECUTORY

50. NYSDA specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available for the purpose of the within Agreement and that no liability shall be incurred by the RPDO beyond the monies available for the said purpose.

EXCUSABLE DELAY

51. If the performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of:
- (i) acts of God or high water;
 - (ii) wars, revolution, civil commotion, acts of public enemies, blockage or embargo;
 - (iii) act of any government;
 - (iv) bankruptcy, insolvency or defunding of NYSDA;
 - (v) lack of cooperation from third parties including prior computer software and service providers to the RPDO that delays progress
 - (vi) labor difficulties, including without limitation, strikes, labor slowdowns, picketing or boycotts; or
 - (vii) any other circumstances beyond the party's reasonable control and without its fault or negligence

the party whose performance is affected, upon giving prompt notice to the other party, but in no event to exceed more than thirty (30) days after either learning of such event or after the date when such hindered party should have known of such event, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided, however, that the party whose performance is so affected shall use its best efforts to avoid or remove such causes of non-performance and both parties shall proceed to perform their respective obligations under this Agreement whenever such causes are removed or cease.

EXTENT OF AGREEMENT

52. This AGREEMENT takes precedence over all other agreements that the RPDO and NYSDA may enter into, whenever there is a conflict between the provisions contained herein and the provisions contained in any other agreement.

NO-WAIVER

53. In the event that the terms and conditions of this Agreement are not strictly enforced by the RPDO or NYSDA, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the RPDO or NYSDA from enforcing each and every term of this Agreement thereafter.

CONFIDENTIALITY AND SECURITY AGREEMENT

54. NYSDA, its employees, agents or representatives may in the course of providing services related to the licensing, implementation, and support of its PDCMS to RPDO be exposed to or acquire information that is proprietary to or confidential to the RPDO including services rendered by RPDO to its clients, case-related data and information furnished by its clients to RPDO. All such information is hereinafter collectively referred to as "Confidential Information."
55. Except when provided by RPDO, NYSDA shall not at any time before, during, or after the implementation of the PDCMS Software for RPDO reveal any Confidential Information to any person, or permit any person to examine or make copies of any reports or any documents prepared by it or that come into its possession or under its control by reason of its services. NYSDA agrees to hold such information in strict confidence and to not disclose such information to third parties or to use such information for any purposes whatsoever other than the provision of services to RPDO and to advise each of its employees, agents and representatives of their obligations to keep such information confidential. This paragraph shall survive termination of this Agreement.

NOTICES

56. All notices hereunder, to be effective, shall be in writing and shall be personally delivered or mailed to the Party to be notified as follows or to such other address as any Party shall be notified by the other Party by like notice. If notice is personally delivered it is effective immediately, if it's delivered by overnight delivery service it is effective one (1) business day after sending, and if it is delivered by certified mail, return receipt requested, postage and fees prepaid it is effective three (3) days after mailing.

- (a) If to NYSDA:

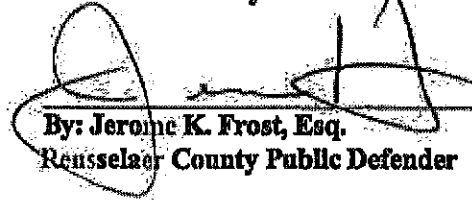
New York State Defenders Association
194 Washington Ave., Suite 500
Albany, New York 12210-2314
Attention: Charles F. O'Brien, Esq.

- (b) If to the Rensselaer County Public Defense Office:

Rensselaer County Public Defender
Rensselaer County Courthouse
Congress Street
Troy, New York 12180
Attention: Jerome K. Frost, Esq.

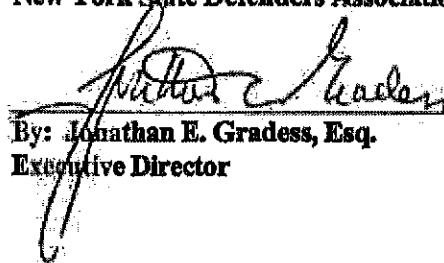
IN WITNESS WHEREOF, the parties have duly executed this Professional Services Agreement on the date first above written.

Rensselaer County Public Defender's Office



By: Jerome K. Frost, Esq.
Rensselaer County Public Defender

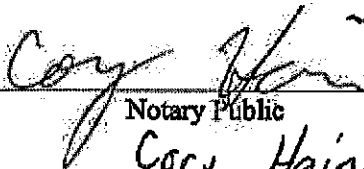
New York State Defenders Association, Inc.



By: Jonathan E. Gradess, Esq.
Executive Director

STATE OF NEW YORK)
COUNTY OF RENSSELAER) SS:
CITY OF TROY)

On this 1st day of August, 2000 before me, the subscriber, personally came JEROME K. FROST, to me known, who being by me duly sworn did depose and say that he resides in Rensselaer County, New York; that he is the Public Defender of Rensselaer County, and person described in and who executed the foregoing instrument in the name of the Rensselaer County Public Defender's Office, and he duly acknowledged to me that he executed the same as and for the act and deed of said Rensselaer County Public Defender's Office.



Notary Public
Cory Haines
Rensselaer County
6/16/01

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

On this 9th day of August, 2000 before me, the subscriber, personally came ✓
JONATHAN E. GRADESS, to me known, who being by me duly sworn did depose and say that he is the
Executive Director of the New York State Defenders Association, and person described in and who executed
the foregoing instrument in the name of the New York State Defenders Association, and he duly
acknowledged to me that he executed the same as and for the act and deed of said New York State Defenders
Association.


Notary Public

BARBARA A. BAGGOTT
Notary Public, State of New York
No. 4752480
Qualified in Rensselaer County
Commission Expires June 30, 2001

Attachment A.

**NEW YORK STATE DEFENDERS ASSOCIATION
PUBLIC DEFENSE CASE MANAGEMENT SYSTEM
MAINTENANCE AND SOFTWARE SUPPORT AGREEMENT**

This Agreement is made this 15th day of August, 2000, by and between the Rensselaer County Public Defender's Office, having offices at Rensselaer County Courthouse, Congress Street, Troy, New York 12180, hereinafter referred to as the "RPDO" and New York State Defenders Association, Inc., a New York not-for-profit corporation having offices at 194 Washington Avenue, Suite 500, Albany, New York 12210-2314, hereinafter referred to as "NYSDA."

WITNESSETH

WHEREAS, the above parties have entered into the Professional Services Agreement; and,

WHEREAS, the Professional Services Agreement requires the above parties to enter into this Agreement;

NOW THEREFORE, in consideration of the terms and conditions herein contained the parties do covenant and agree as follows:

1. NYSDA shall provide telephone support to the Rensselaer County Public Defender with a current PDCMS Maintenance and Software Support Agreement. Once the Point of Contact for Rensselaer County brings a maintenance issue or problem to the attention of NYSDA, NYSDA shall reach an agreement with the RPDO on the priority of the problem and shall pursue expeditious resolution.
2. PDCMS support hours are those within the normal working hours of NYSDA, from 9:00 AM to 5:00 PM Monday through Friday, Eastern Standard Time, except for official holidays and other occasions when NYSDA's office is closed.
3. Upon execution of this Agreement, RPDO shall pay NYSDA the annual support fee outlined on the then-current "PDCMS Fee Structure" (as defined below). The current "PDCMS Fee Structure" is outlined on the NYSDA January 2000 PDCMS Fee Structure, a copy of which is attached hereto as "Exhibit 1" and made a part hereof. The fee will be based upon your two (2) PDCMS concurrent licenses, may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index. This PDCMS Maintenance and Software Support Agreement fee shall be paid by RPDO within forty-five (45) days of invoice at the beginning of each annual maintenance period.
4. RPDO shall reimburse NYSDA for NYSDA's out-of-pocket expenses for on-site support, including maintenance support, within 45 days of RPDO's receipt of an invoice therefor. Typical charges are inclusive of, but not limited to, travel, lodging and meal expenses.

5. NYSDA strongly recommends RPDO install remote communication software (i.e., PC Anywhere) to enable NYSDA to remotely access the application for the purposes of support and maintenance. This remote access will allow NYSDA to provide more timely and cost-effective support. RPDO will be responsible for hourly fees, in addition to the annual PDCMS Maintenance & Software Agreement fees, for NYSDA to provide on-site support as well as all out-of-pocket expenses incurred by NYSDA. The hourly fees will be outlined on the then-current PDCMS Fee Structure in section "PDCMS On-Site Support." The fee for on-site support will be based upon the total number of on-site support hours provided, may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index. These fees shall be paid by RPDO within forty-five (45) days of receipt of invoice.
6. The RPDO shall be responsible for the cost of support and maintenance necessitated by the RPDO'S modification of the PDCMS application, changes to its computer network, installation, upgrading or maintenance of hardware or software, and/or deletion of PDCMS application related files that affect the operation of the PDCMS. If the nature of the modification requires on-site support, the cost of such on-site support will be at the hourly rate set forth in the "PDCMS On-Site Support" section of the then-current PDCMS Fee Structure. The fee will be based upon the total number of on-site support hours provided, may be modified no more frequently than annually and will not exceed a percentage increase equivalent to the annual rate of increase in the Consumer Price Index. These fees shall be paid by RPDO within forty-five (45) days of receipt of invoice.
7. Some PDCMS reports are generated from processing specific codes provided with the system. (These codes are displayed in the PDCMS dropdown lists.) If these codes are modified by your office, the report results may not be accurate. These system codes should not be modified by your office without first consulting NYSDA. If these codes are modified and it necessitates additional support by NYSDA, those support services would not be covered under this Agreement and will be charged at the hourly rate set forth in the "PDCMS On-Site Support" section of the then-current PDCMS Fee Structure.
8. Once PDCMS is in use, the RPDO may elect to shift responsibilities from the Point of Contact to another person. That person and a backup person will be designated in writing to NYSDA as having the authority to report incidents. The primary person shall be considered the System Administrator of PDCMS.
9. If NYSDA, in its sole discretion, creates maintenance software releases necessary to patch or fix existing PDCMS functionality, NYSDA shall provide and install such updates and upgrades at no cost to the RPDO. If the nature of the upgrade requires on-site support, the RPDO shall be responsible for the cost of such support at the hourly rate set forth in the "PDCMS On-Site Support" section of the then-current PDCMS Fee Structure. If the upgrade adds new functionality or is a major enhancement to the PDCMS and the RPDO requires additional training, the RPDO shall be responsible for training costs at the rate set forth in the "PDCMS Additional Training" section of the then-current PDCMS Fee Structure. Once product upgrade is offered, NYSDA will only support the most current version of the PDCMS.
10. NYSDA will provide initial training to designated PDCMS Users in the RPDO office at the time of installation. If additional training for these users is required, or a change in staff requires additional employees to be trained, the RPDO shall be responsible for training costs at the rate set forth in the "PDCMS Additional Training" section of the then-current PDCMS Fee Structure.
11. NYSDA will not provide support to RPDO with a PDCMS Maintenance and Software Support Agreement that has expired, been breached or terminated.

12. This Agreement shall terminate on the first anniversary of this Agreement unless otherwise extended for one additional year by written agreement of the parties.

ENTIRE AGREEMENT

13. This Agreement and the Attachment referred to herein constitutes the entire agreement of the parties hereto. No waiver or modification of this Agreement or the Attachment shall be effective unless in writing, expressly referring to the provision to be waived or modified, and signed by both parties.

GOVERNING LAW; VENUE

14. This Agreement shall be governed by, and construed according to, the law of the State of New York, without giving effect to any conflict or choice of law provision that would defeat the application of New York law. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Albany, New York. Any disputes arising out of this Agreement, out of the interpretation and enforcement of this Agreement, or out of the activities related to this Agreement except disputes involving NYSDA's intellectual property rights, shall be settled by final and binding arbitration as conducted by a sole arbitrator selected by the parties and pursuant to the commercial arbitration rules of the American Arbitration Association in effect at the time such dispute occurs. Arbitration shall be conducted in Albany, NY, at the offices of NYSDA, or such other location as may be mutually agreed upon by the parties. In any suit to enforce an arbitration award, the party seeking enforcement shall be entitled to recover its reasonable attorney's fees.
15. NYSDA may initiate a suit to enforce any of its intellectual property rights (described in paragraph 36 of the Professional Services Agreement attached) in Federal courts sitting in the County of Albany, State of New York and the RPDO consents to the jurisdiction of such courts in resolution of such disputes.
16. No claim, whether in contract, tort, or otherwise, arising out of this Agreement, may be brought by either party: (i) in the case of a claim arising out of the breach of the obligations set forth in this Agreement, more than one year after the claim arises; or (ii) in the case of any other claim, more than one year after the claim arises.

SEVERABILITY

17. If any of the provisions of this Agreement are prohibited by or held invalid under applicable laws or regulations of any jurisdiction in which this Agreement is sought to be performed, then that provision shall be considered inapplicable and omitted but shall not invalidate the remaining provisions.

PROHIBITION AGAINST ASSIGNMENT

18. NYSDA or RPDO is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or any of its contents, or of any right, title or interest herein, or of the power to execute this Agreement, to any other person or corporation without the previous consent, in writing of the other party, which will not be unreasonably withheld.

EXCUSABLE DELAY

19. If the performance of this Agreement, or any obligation hereunder, is prevented, restricted or interfered with by reason of:

- (i) acts of God or high water;
- (ii) wars, revolution, civil commotion, acts of public enemies, blockage or embargo;
- (iii) act of any government;
- (iv) bankruptcy, insolvency or defunding of NYSDA;
- (v) lack of cooperation from third parties including prior computer software and service providers to the RPDO that delays progress
- (vi) labor difficulties, including without limitation, strikes, labor slowdowns, picketing or boycotts; or
- (vii) any other circumstances beyond the party's reasonable control and without its fault or negligence

the party whose performance is affected, upon giving prompt notice to the other party, but in no event to exceed more than thirty (30) days after either learning of such event or after the date when such hindered party should have known of such event, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so prevented, restricted or interfered with); provided, however, that the party whose performance is so affected shall use its best efforts to avoid or remove such causes of non-performance and both parties shall proceed to perform their respective obligations under this Agreement whenever such causes are removed or cease.

NO-WAIVER

20. In the event that the terms and conditions of this Agreement are not strictly enforced by the RPDO or NYSDA, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the RPDO or NYSDA from enforcing each and every term of this Agreement thereafter.


NOTICES

21. All notices hereunder, to be effective, shall be in writing and shall be personally delivered or mailed to the Party to be notified as follows or to such other address as any Party shall be notified by the other Party by like notice. If notice is personally delivered it is effective immediately, if it's delivered by overnight delivery service it is effective one (1) business day after sending, and if it is delivered by certified mail, return receipt requested, postage and fees prepaid it is effective three (3) days after mailing.

- (a) If to NYSDA:
New York State Defenders Association
194 Washington Ave., Suite 500
Albany, New York 12210-2314
Attention: Charles F. O'Brien, Esq.
- (b) If to the Rensselaer County Public Defense Office:
Rensselaer County Public Defender
Rensselaer County Courthouse
Congress Street
Troy, New York 12180
Attention: Jerome K. Frost, Esq.


IN WITNESS WHEREOF, the parties have duly executed this PDCMS Maintenance and Software Support Agreement on the date first above written.

Rensselaer County Public Defender's Office



By: Jerome K. Frost, Esq.
Public Defender

New York State Defenders Association, Inc.



By: Jonathan E. Gradess, Esq.
Executive Director

Exhibit 1.
New York State Defenders Association
January 2000 PDCMS Fee Structure

SOFTWARE	
PDCMS single user stand alone software	No cost to NY Public Defense office
PDCMS multi-user network software	No cost to NY Public Defense office
LICENSES	
PDCMS Application License(s)	No cost to NY Public Defense office
Magic Software License(s) - A license needs to be purchased for each concurrent user to run the PDCMS. The fee is reduced based upon the number of licenses purchased.	\$ 113.00/license (Current estimate)
INSTALLATION	
PDCMS Stand-alone installation (one machine)	No cost to NY Public Defense office
PDCMS Network installation	\$ 105.00/hr
Data conversion - This service includes mapping fields from the current system to PDCMS, data modification and cleanup (if necessary) and importing the data into the PDCMS database.	\$ 105.00/hr
Special Features/Custom Requests - If you require customized features or reports, we can provide them at an additional fee.	\$ 105.00/hr
SUPPORT	
PDCMS Maintenance and Software Support Agreement - The annual fee is based upon the number of PDCMS concurrent licenses. This Agreement includes software maintenance, bug fixes, new software releases and telephone support.	\$ 250.00/license (Annual fee)
PDCMS Remote Support - Most PDCMS maintenance and support can be performed off-site through remote access to the PDCMS. We recommend you purchase remote access software (PC Anywhere 9.x) for this purpose. This is a one-time fee. Additionally, you will need a modem and phone line.	\$ 160.00 (one-time fee)
PDCMS On-Site Support - If you require on-site support, you will be charged travel expenses (described below) and an hourly fee to provide this support. This fee is in addition to the fee charged for the annual PDCMS Maintenance and Software Support Agreement.	\$ 105.00/hr
TRAINING	
PDCMS Initial Training - This fee is per user per day. If training is on-site, you will be charged travel expenses (described below).	\$ 100.00/per user/per day
PDCMS Additional Training - This fee is per user per day. If training is on-site, you will be charged travel expenses (described below).	\$ 100.00/per user/per day
OTHER EXPENSES	
Travel expenses include travel, lodging and meal expenses and are based on the average rates in your area. They may also include payment for the subcontractor's time spent traveling to and from your office (at the subcontractor's hourly rate).	Area rates

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: _____ P Resolution: _____

Title of Legislation: **RESOLUTION AUTHORIZING AMENDMENT OF AGREEMENT WITH NEW YORK STATE DEFENDERS ASSOCIATION, INC. - PUBLIC DEFENDER'S OFFICE**
Requested by: **John C. Turi, Public Defender**

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any:

\$33,420.00 (5/1/2023-4/31/2024) year one of amended contract.

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): **GL account: A.1170.04980 Project code: UQLDIY4. Please note that this is Upstate Quality Improvement and Caseload Reduction Distribution 1 grant funding from The Office of Indigent Legal Services. Future funding is included in the Statewide Expansion (HH) 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 and length of time state funding is available: **Upstate Quality Improvement and Caseload Reduction Distribution 1 grant funds (\$37,383) expire on June 30, 2023; The Statewide Expansion (HH) grant includes \$146,000 for PDCMS.** Is it available for ongoing expenses? Yes X 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 **X**

4) Length of expense or project (one time only, ongoing, etc.): **Annual maintenance, support, and licensing fees; however, \$10,700 of total is for one-time fees to migrate data to the cloud.**

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: **Case management software and support services are necessary for the competent legal representation of indigent persons by the Public Defender's Office.**

Department Head:  JOHN C. TURI