

JUDICIARY PACKET

TUESDAY, JUNE 6, 2023

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C/J/B/R	G/8	<p>RESOLUTION AUTHORIZING AMENDMENT OF AGREEMENT WITH NEW YORK STATE DEFENDERS ASSOCIATION, INC. - CONFLICT DEFENDER'S OFFICE</p> <p>Motion Made By:                      Secoded By:                      Moved:                        Notes:</p>
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C/J/B/R	G/13	<p>RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND THE NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET -</p>

		<p>DISTRICT ATTORNEY</p> <p>Motion Made By:          Secoded By:          Moved:            Notes:</p>
C/J/B/R	G/20	<p>RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT WITH WYNANTSKILL UNION FREE SCHOOL DISTRICT FOR A DEPUTY SHERIFF SCHOOL RESOURCE OFFICER POSITION AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF</p> <p>Motion Made By:          Secoded By:          Moved:            Notes:</p>
J/B/R	G/22	<p>RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF PROBATION</p> <p>Motion Made By:          Secoded By:          Moved:            Notes:</p>
J/B/R	G/35	<p>RESOLUTION AUTHORIZING THE EXECUTION OF THE THIRD AMENDED ASSIGNED COUNSEL PLAN PURSUANT TO COUNTY LAW §722 - COUNTY ATTORNEY</p> <p>Motion Made By:          Secoded By:          Moved:            Notes:</p>
J/B/R	G/50	<p>RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF</p> <p>Motion Made By:</p>

		<b>Seconded By:</b> <b>Moved:</b>  <b>Notes:</b>
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# RENSSELAER COUNTY LEGISLATURE

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

Sent To: Judiciary & Public Safety

Committee

Date June 13, 2023

Resolution No. G/5

**RESOLUTION AUTHORIZING A CONTRACT ACCEPTING A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - PUBLIC DEFENDER AND CONFLICT DEFENDER**

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

**WHEREAS,** Rensselaer County has been awarded a \$272,073.00 grant from the New York State Office of Indigent Legal Services, for the period commencing January 1, 2023 through December 31, 2025, to assist in improving the quality of indigent legal services pursuant to Article 18-B of the County Law of the State of New York; and

**WHEREAS,** The grant award (Distribution #13 - Contract Number C130038), which is a continuation of Distribution #10, will maintain the increased staffing necessary to carry out the duties of the Public Defender and Conflict Defender due to the additional Troy City Court Judge and will add funding for fiscal accounting services; 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:

**GENERAL FUND REVENUE**

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1175.30250 ILS.D13Y1.30250 Indigent Legal Services	\$ 0.00	\$90,691.00	\$90,691.00

**GENERAL FUND APPROPRIATIONS**

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Public Defender A.1170.01007 ILS.D13Y1.PD 01007 Overtime	\$ 0.00	\$35,000.00	\$35,000.00

GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1170.01007 ILS.D13Y1.PD 01007 Temporary Services	\$ 0.00	\$15,000.00	\$15,000.00
A.1170.04900 ILS.D13Y1.PD 04900 Professional Services	\$ 0.00	\$24,313.00	\$24,313.00
Conflict Defender A.1174.01007 ILS.D13Y1.CD 01007 Assistant Conflict Defender	\$ 0.00	<u>\$16,378.00</u>	\$16,378.00

Total General Fund Appropriations: \$90,691.00

; and, be it further

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 13, 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

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

<p>STATE AGENCY (Name &amp; Address):</p> <p><b>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</b></p>	<p>BUSINESS UNIT/DEPT. ID: <b>OLS01 1350200</b></p> <p><b>CONTRACT NUMBER: C130038</b></p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> <b>Multi-Year Agreement</b></p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p><b>Rensselaer, County of</b></p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> <b>New</b></p> <p><input type="checkbox"/> Renewal</p> <p><input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p><b>Distribution #13</b></p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p><b>NYS Vendor ID Number: 1000002434</b></p> <p><b>Federal Tax ID Number: 14-6002569</b></p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Office of the Rensselaer County Attorney Rensselaer County Court House 80 Second Street Troy, NY 12180</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>Rensselaer County Bureau of Finance Ned Pattison County Government Center 1600 Seventh Avenue Troy, NY 12180</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> <b>Municipality, Code: 380100000000</b></p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: C130038

Page 1 of 2

**Master Grant Contract, Face Page**

## STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p><b>CURRENT CONTRACT TERM:</b></p> <p><b>From: January 1, 2023</b> <b>To: December 31, 2025</b></p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p><b>AMENDED TERM:</b></p> <p>From: _____ To: _____</p> <p><b>AMENDED PERIOD:</b></p> <p>From: _____ To: _____</p>	<p><b>CONTRACT FUNDING AMOUNT</b> (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount):</p> <p><b>CURRENT: \$272,073.00</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S):</b></p> <p><input checked="" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other</p>
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**FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:**  
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

**ATTACHMENTS PART OF THIS AGREEMENT:**

- Attachment A:
  - A-1 Program-Specific Terms and Conditions
  - A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- Attachment B:
  - B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-4-Net Deficit Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)
  - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: C130038

Page 2 of 2

**Master Grant Contract, Face Page**

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

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

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

STATE AGENCY:

NYS Office of Indigent Legal Services

By: \_\_\_\_\_

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

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

STATE OF NEW YORK

County of \_\_\_\_\_

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

(Notary) \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

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

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

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



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

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

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

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

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

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

**C. Order of Precedence:**

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

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

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

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

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

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

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

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

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

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

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

**J. Notice:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. TERM, TERMINATION AND SUSPENSION

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

**B. Renewal:**

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

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

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

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

## **C. Termination:**

### **1. Grounds:**

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

### **2. Notice of Termination:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

### **III. PAYMENT AND REPORTING**

#### **A. Terms and Conditions:**

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

## **B. Advance Payment and Recoupment:**

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

## **C. Claims for Reimbursement:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

#### **D. Identifying Information and Privacy Notification:**

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

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

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

#### **E. Refunds:**

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

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

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

#### **G. Program and Fiscal Reporting Requirements:**

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

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

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

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

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

(v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

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

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

#### **H. Notification of Significant Occurrences:**

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

### **IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES**

#### **A. Contractor as an Independent Contractor/Employees:**

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

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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

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

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).



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

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

### **C. Use Of Material, Equipment, Or Personnel:**

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

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

### **D. Property:**

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

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

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

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

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

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

## **E. Records and Audits:**

### **1. General:**

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

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

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

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

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

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

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

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

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

## **2. Cost Allocation:**

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

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

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

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

**G. Publicity:**

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

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

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

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

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

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

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

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

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

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

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

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

**L. Workers' Compensation Benefits:**

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

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

**N. Vendor Responsibility:**

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



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

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

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

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

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

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

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

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

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<sup>9</sup> Not applicable to not-for-profit entities.

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

## ATTACHMENT A-1

### PROGRAM SPECIFIC TERMS AND CONDITIONS

#### DISTRIBUTION #13

#### I. Notices

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

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

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

Notification to County:

Carl J. Kempf, III  
Rensselaer County Attorney  
Ned Pattison County Government Center  
1600 Seventh Avenue  
Troy, NY 12180  
(518) 265-7268  
[ckempf@rensco.com](mailto:ckempf@rensco.com)

#### II. Supplanting Funds

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

**ATTACHMENT B-1**

**BUDGET**

Office of Indigent Legal Services  
**DISTRIBUTION #13**  
 January 1, 2023 - December 31, 2025

**COUNTY OF RENSSELAER**

**Total Contract Amount: \$272,073.00**

<b>Budget Expenditure Item</b>	<b>Year 1 1/1/23 - 12/31/23</b>	<b>Year 2 1/1/24 - 12/31/24</b>	<b>Year 3 1/1/25 - 12/31/25</b>
<b>PUBLIC DEFENDER'S OFFICE</b>			
<b>Personnel:</b>			
(PT) Staff Attorney - Salary	\$0.00	\$52,790.00	\$54,375.00
(PT) Staff Attorney - FICA and Fringe Benefits	\$0.00	\$23,756.00	\$24,469.00
Temp Services & Overtime	\$50,000.00	\$0.00	\$0.00
<b>Subtotal Personnel</b>	<b>\$50,000.00</b>	<b>\$76,546.00</b>	<b>\$78,844.00</b>
<b>Contracted/Consultant</b>			
Fiscal Accounting Services	\$24,313.00	\$0.00	\$0.00
<b>Subtotal Contracted/Consultant</b>	<b>\$24,313.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Public Defender's Office Total</b>	<b>\$74,313.00</b>	<b>\$76,546.00</b>	<b>\$78,844.00</b>
<b>CONFLICT DEFENDER'S OFFICE</b>			
<b>Personnel:</b>			
(PT) Staff Attorney - Salary	\$16,378.00	\$14,145.00	\$11,847.00
<b>Conflict Defender's Office Total</b>	<b>\$16,378.00</b>	<b>\$14,145.00</b>	<b>\$11,847.00</b>
<b>TOTAL</b>	<b>\$90,691.00</b>	<b>\$90,691.00</b>	<b>\$90,691.00</b>
<b>THREE-YEAR TOTAL</b>	<b>\$272,073.00</b>		

## ATTACHMENT C

### WORK PLAN

#### OFFICE OF INDIGENT LEGAL SERVICES

#### DISTRIBUTION #13

JANUARY 1, 2023 – DECEMBER 31, 2025

#### COUNTY OF RENSSELAER

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

### Public Defender's Office

#### Task #1

Provide funding for the salary and fringe of a 30-hour per week Assistant Public Defender Staff Attorney position to reduce attorney caseloads as well as to address staffing issues resulting from the implementation of a third Troy City Court judge who also sits as a third Rensselaer County Family Court judge.

#### **Performance Measure:**

- Impact on overall attorney caseloads in the Office of the Public Defender
- Impact on delivery of services to individual clients in the assigned court(s)

#### **Program Location:**

- Rensselaer County Office of the Public Defender, Troy, New York

#### Task #2

Provide funding for funding to support extra hours and overtime by the Public Defender Office staff in the closing and scanning of files and to maintain a timely processing of discovery, discovery data downloads, and scanning related to new files. It further supports extra hours and overtime for Public Defender Office staff to assist the Assigned Counsel Program (ACP) with processing vouchers in the short term while the ACP builds its infrastructure. The rate of pay for this extra work will be \$22.35 per hour for up to 5 hours, and up to \$35 (time and a half) for any hour over the 5th hour and related fringe.

#### **Performance Measure:**

- Number of clients served by the file scanning and data entry program

- Impact on delivery of services to individual clients in the assigned court(s)

**Program Location:**

- Rensselaer County Office of the Public Defender, Troy, New York

**Task #3**

Provide funding for contracted fiscal accounting services to prepare claims for reimbursement, make budget adjustments, prepare budget resolutions, and perform grant related accounting services for the Office of the Public Defender. The rate of pay is \$100.00 per hour for services with no other billable expenses or travel expenses to be invoiced to Rensselaer County.

**Performance Measure:**

- Vetter accounting and fiscal oversight of state funding to be used for improved quality representation.
- Better assurance that state funding is used as intended for improved quality representation.

**Program Location:**

- Rensselaer County Office of the Public Defender, Troy, New York

## **Conflict Defender's Office**

**Task #4**

Partially fund the salary of a part-time Assistant Conflict Defender Staff Attorney position to reduce attorney caseloads as well as to address staffing issues resulting from the implementation of a third Troy City Court judge who also sits as a third Rensselaer County Family Court judge.

**Performance Measure:**

- Impact on overall attorney caseloads in the Office of the Conflict Defender
- Impact on delivery of services to individual clients in the assigned court(s)

**Program Location:**

- Rensselaer County Office of the Conflict Defender, Troy, New York

**ATTACHMENT D**

**PAYMENT AND REPORTING SCHEDULE**

**DISTRIBUTION #13 GRANT**

**I. PAYMENT PROVISIONS**

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

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

1. The State Agency will make an advance payment to the Contractor, if requested in writing by Contractor, during the initial period, in the amount of twenty-five percent (25%) of the first-year budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of \_\_\_\_\_ percent (\_\_\_\_%) of the annual first-year budget as set forth in the most recently approved applicable Attachment B form (Budget). This payment will be no later than \_\_\_\_\_ days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:  
  
Period: n/a Amount: n/a Due Date: n/a  
  
Period: n/a Amount: n/a Due Date: n/a  
  
Period: n/a Amount: n/a Due Date: n/a  
  
Period: n/a Amount: n/a Due Date: n/a
4. Recoupment of any advance payment(s) or initial payment(s) (3) shall be recovered by crediting (100%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

**B. Interim and/or Final Claims for Reimbursement**

Claiming Schedule (select applicable frequency):

**Quarterly Reimbursement**

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

1st Quarter: January 1st – March 31st

2nd Quarter: April 1st – June 30th

3rd Quarter: July 1st – September 30th

4th Quarter: October 1st – December 31st

**Monthly Reimbursement**

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

**Biannual Reimbursement**

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

**Fee for Service Reimbursement**

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

**Rate Based Reimbursement**

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

**Fifth Quarter Reimbursement**

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

**Milestone/Performance Reimbursement**

Due Date/Frequency: \_\_\_\_\_

**Scheduled Reimbursement**

Due Date/Frequency: \_\_\_\_\_

**Interim Reimbursement as Requested by Contractor** \_\_\_\_\_

**II. REPORTING PROVISIONS**

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

**Narrative/Qualitative Report**

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

**Statistical/Quantitative Report**

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



**Expenditure Report**

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

**Final Report**

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

**Consolidated Fiscal Report (CFR)<sup>1</sup>**

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

**B. Progress-Based Reports**

1. Progress Reports

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

2. Final Progress Report

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

**C. Other Reports**

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

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

**TABLE I – REPORTING SCHEDULE**

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

### **III. SPECIAL PAYMENT AND REPORTING PROVISIONS:**

**From:** [Blair, Jami \(ILS\)](#)  
**To:** [Kempf, Carl](#)  
**Cc:** [Turi, John](#); [McCarthy, Sandra](#); [Farrar, Stacey](#); [Blais, Nicholas](#); [Bauer, Henry](#); [Corbin, Mary](#); [Warth, Patricia \(ILS\)](#); [Phillips, Burton \(ILS\)](#); [Colvin, Jennifer \(ILS\)](#); [Smith, Tammy TS \(ILS\)](#); [Christenson, Nora \(ILS\)](#)  
**Subject:** Contract for ILS Distribution #13 - Rensselaer County  
**Date:** Monday, May 8, 2023 3:36:24 PM  
**Attachments:** [0-Contract-Rensselaer-13-#C130038.pdf](#)

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Good Afternoon Mr. Kempf,

I am very pleased to send you the attached contract in the amount of **\$272,073.00** for your review and approval. It reflects the funds awarded to Rensselaer County by virtue of the distribution authorized by the Indigent Legal Services Board in June, 2022 (“**Distribution #13**”). It also includes a Budget and Work Plan designed to implement the plan submitted by Rensselaer County to use these funds to improve the quality of services provided pursuant to article 18-B of the County Law.

As with previous ILS contracts, a unique contract number was assigned to this agreement by ILS. This number begins with a T or C and should also be referenced in all correspondence, claims for payment, and inquiries.

**Two (2) original signed and notarized copies of the entire contract package must be returned for processing to the following address:**

Jennifer Colvin  
Manager of Grant Solicitation and Distribution  
Office of Indigent Legal Services  
A. E. Smith Office Bldg., 11th Floor  
80 South Swan St.  
Albany, NY 12210

When the signed contracts are received, they will be reviewed and then signed by Director Patricia Warth. The fully executed contract will then be forwarded to the Attorney General and the State Comptroller, respectively, for final review and approval. We anticipate that the approval process will take approximately four weeks. When we receive the fully executed and approved contract from the State Comptroller, we will transmit an electronic copy to the person named in the contract as the contact.

Thank you for the cooperation that you have shown during this funds distribution process. Should you have any questions, please do not hesitate to contact myself or Jennifer Colvin.

Best,

Jami



**Jamison Blair**

Assistant Counsel

**New York State Office of Indigent Legal Services**

80 S Swan St, Ste 1147, Albany, NY 12210 | [www.ils.ny.gov](http://www.ils.ny.gov)

(518) 935-7284 | [jami.blair@ils.ny.gov](mailto:jami.blair@ils.ny.gov) | he/him/his

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: Resolution authorizing a contract accepting a grant award from the New York Office of Indigent Legal Services and amending the 2023 Rensselaer County Adopted Budget

Requested by: Public Defender and Conflict Defender

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

**FISCAL IMPACT**

- 1) Projected cost of proposed legislation, if any: \$90,691.00 current year  
\$90,691.00 ongoing expenses per year through 2025
- 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 \$272,073.00 and length of time state funding is available December 31, 2025. 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 \$ \_\_\_\_\_ and ongoing \$ \_\_\_\_\_
  - e) Other (please explain): No tax levy – grant funded
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No \_\_\_\_\_
- 4) Length of expense or project (one time only, ongoing, etc.): January 1, 2023 to December 31, 2025
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This grant award is for the Distribution #13, which is a continuation of the Distribution #10.

Department Heads

John Turi and Sandra McCarthy

# RENSSELAER COUNTY LEGISLATURE

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

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Sent To: Contracts & Agreements

Committee

Date June 13, 2023

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Resolution No. G/8

## RESOLUTION AUTHORIZING AMENDMENT OF AGREEMENT WITH NEW YORK STATE DEFENDERS ASSOCIATION, INC. - CONFLICT 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 Conflict Defender's Office; and

**WHEREAS**, The present contract with the New York State Defenders Association, Inc. ("NYSDA") does not include internet 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 provide competent, effective, ethical, and efficient legal representation of indigent persons by the Conflict 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 Conflict Defender Office and New York State Defenders Association, Inc."; and,

**WHEREAS**, The purchase by the Conflict Defender of the aforementioned equipment will be funded with grant monies under appropriation code A.1174.02400 (Other Equipment) and A.1174.04350 (Utilities); 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>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.1174.02400 A.1174.04350	HH.D1Y5 UQI.D1Y4	\$13,295 Annually

;now, therefore, be it

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

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

June 13, 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 Conflict Defender Office, located at 61 State 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) – 2 authorized users	\$35/user/month (\$35 x 2 users = \$ 70/month) (\$ 70 x 12 months = \$ 840)	\$ 840.00
Monthly fee – access to PDCMSCloud – 5 named users	\$20/user/month (\$20 x 7 users = 140/month) (\$140 x 12 months = \$ 1,680)	\$ 1,680.00
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.	\$ 4,275.00
One-time fee to migrate 0.5 TB View Docs files to the cloud	One-time fee to migrate View Docs files and integrate with PDCMSCloud	\$ 1,800.00
Cloud storage for View Docs files (0.5 growing to 1 TB)	\$100/TB/month	\$ 1,200.00
Annual support (5 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 7 users = \$ 3,500  (This includes unlimited support calls and remote sessions for staff, including individual trainings if needed.)	\$ 3,500.00
<b>Total</b>		<b>\$ 13,295 .00</b>

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

RENSELAE COUNTY CONFLICT DEFENDER	NEW YORK STATE DEFENDERS ASSOCIATION, INC.
By: _____	By: _____
Name: Sandra J. McCarthy, Esq.	Name: Susan C. Bryant, Esq.
Title: Conflict Defender	Title: Executive Director

# 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. - CONFLICT DEFENDER'S OFFICE**  
Requested by: **Sandra J. McCarthy, Conflict Defender**

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

## FISCAL IMPACT

1) Projected cost of proposed legislation, if any:

**\$13,295.00 (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.): **A.1174.02400 and A.1174.00.4350. Please note that this funding is included in the Statewide Expansion (HH) grant and that grant will continue to pay the annual maintenance;**

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: **The Statewide Expansion (HH) grant includes \$48,400 for cloud storage.** 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, \$6,075 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:

\_\_\_\_\_

# RENSSELAER COUNTY LEGISLATURE

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

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Sent To: Judiciary & Public Safety

Committee

Date June 13, 2023

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Resolution No. G/9

**RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT WITH AVERILL PARK  
CENTRAL SCHOOL DISTRICT AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED  
BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF**

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

**WHEREAS**, Resolution G/323/17 authorized an inter-municipal agreement with Averill Park Central School District for the 2017-2018 through 2019-2020 school years and Resolution G/272/20 extended the agreement for the 2020-2021 through 2022-2023 school years; and

**WHEREAS**, The Rensselaer County Office of the Sheriff ("Office") and the Averill Park Central School District ("District") have determined it would be mutually beneficial to continue to have one (1) Deputy Sheriff School Resource Officer ("SRO") to be assigned to work within the District, to have day-to-day contact with students, faculty and parents in order to provide a safe and comfortable environment within the school; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the District; and

**WHEREAS**, The SRO position will not have a fiscal impact to the 2023 budget, due to an Inter-Municipal Agreement in which Averill Park Central District will reimburse Rensselaer County \$100,500 per year for a three (3) year period, payable in equal installments of \$33,500 every January 15, April 15 and June 15 for the school years 2023-2024, 2024-2025 and 2025-2026; and

**WHEREAS**, The Office is not seeking to increase the number of Deputy Sheriffs, as this position already exists and there is funding within the personnel line item due to several vacancies; 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>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>REVENUE CODE</u>	<u>AMOUNT OF CONTRACT</u>
Inter-municipal Agreement (09/01/2023 - 06/30/2026)	Averill Park Central School District 146 Gettle Road Averill Park, NY 12018	A.3110.22601	\$100,500 Annually

; and

**WHEREAS**, The above referenced inter-municipal agreement is dependent on the approval of the Averill Park Central School District's annual budget by the residents of the District; 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 Rensselaer County Executive, or his designee, is authorized to sign the above referenced agreement, subject to the approval as to form by the Rensselaer County Attorney; 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>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
<b>SHERIFF</b> Police Services, Other Gov't.	A.3110.22601	\$542,567	\$33,500	\$576,067

Resolution No. G/9

Page No. 3 of 3

2023 GENERAL FUND APPROPRIATIONS

ACCOUNT DESCRIPTION	GL ACCOUNT	PRESENT	CHANGE	REVISED
SHERIFF Personnel Service Savings	A.3110.01007	(\$45,505)	\$33,500	(\$12,005)

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

June 13, 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

## INTERMUNICIPAL AGREEMENT

**THIS AGREEMENT**, made by and between the **AVERILL PARK CENTRAL SCHOOL DISTRICT**, with offices at 146 Gettle Road, Averill Park, NY 12018 (hereinafter referred to as the “District”), the **COUNTY OF RENSSELAER**, a municipal corporation of the State of New York, with offices at 99 Troy Road, East Greenbush, NY 12061 (hereinafter referred to as the “County”), and the **SHERIFF OF RENSSELAER COUNTY**, a constitutional Officer in and for the County of Rensselaer with offices at 4000 Main St., Troy, NY 12180, (hereinafter referred to as the “Sheriff”)(each, a Party; together the Parties).

### WITNESSETH:

**WHEREAS**, the County, through its Office of the Sheriff, has the capacity to provide a Deputy Sheriff trained as a **School Resource Officer** (hereinafter referred to as “SRO”);

**WHEREAS**, the Parties have determined it would be mutually beneficial for one (1) uniformed SRO to be assigned to work within the District; to have day-to-day contact with students, faculty and parents to provide a safe and comfortable environment within the school; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the District; and

**WHEREAS**, it is the goal of the Parties to enter into a partnership to enhance the school environment by assigning an SRO to the District who will work to meet the following objectives:

- To work cooperatively with District Staff to address crime and disorder problems that jeopardize the safety of students, staff and visitors, including, but not limited to drug activities affecting or occurring in or around any District building;
- To work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary;
- To develop and/or expand crime prevention efforts for students;
- To assist District staff in training students in conflict resolution, restorative justice, and crime awareness;
- To make recommendations in connection with physical changes in the environment that may reduce crime in and around District buildings;
- To assist District staff in the creation of a safe school environment that is free of harm, intimidation, bullying and weapons;
- To build working relationships with District staff as well as with students and parents;
- To present a positive role model of a law enforcement officer; and
- To encourage a positive perception of law enforcement within the community.

**WHEREAS**, all Parties, through Legislative Resolution or School Board approval, are authorized to execute an agreement for services contained herein;

**NOW, THEREFORE**, in consideration of mutual promises and agreements contained herein, the Parties hereto agree as follows:

### 1. SCOPE OF SERVICES

A. **Attendance:** The SRO shall provide services to the District each Monday through Friday, when school is in session [approximately one hundred eight five (185) days], with hours coinciding with the District’s school day, reporting to the District, in a marked patrol vehicle, with the exception of vacation, sick leave, personal leave, school holidays, winter and spring breaks, and the summer months when school is not in session. Vacation, personal and sick leave are defined by the bargaining unit within the Sheriff’s Office. **The SRO will be in**

**attendance when students are present for a school day.** If the SRO is unable to report for duty due to sickness, injury, or any other unforeseen circumstance for a period of more than 2 days, the Sheriff will see that a replacement is assigned to the District to serve in the SRO's absence.

- I. The Sheriff and his training coordinator will make every reasonable effort to provide the SRO with all mandatory police trainings during times that school is not in session.
- II. The SRO will attend, upon District request, any sporting events, community events, or any other such function deemed appropriate by the district, as approved by the Sheriff.
- III. Any hours worked beyond 40 hours in a week by the SRO, as approved by the sheriff for school activities and events will be applied as comp time for the SRO, in accordance with the collective bargaining agreement, to be utilized at times when school is not in session. The District will not be responsible for paying overtime premiums for the SRO.
- IV. In any instance where the District requests law enforcement presence at an event outside of normal school hours, as approved by the Sheriff and the SRO is unable to attend, every reasonable effort shall be made to provide a replacement for such event.

**B. Responsibilities of the SRO** (See Appendix A for a more detailed breakdown):

- I. The SRO will move freely to the various buildings within the District throughout the day, making sure to be visible during high traffic and transition times both inside and outside of the buildings. Upon arrival at a particular school building, the SRO will advise the main office of his/her presence so that the District will be able to track his/her location throughout the District.
- II. Mediate negative situations that occur between students or between students and staff in consultation with building or District administration.
- III. Investigate any situations as requested by District administration.
- IV. Take part in any District safety planning and drills.
- V. Work with students and families to address issues of truancy, making home visits when appropriate or by request of the District administration.
- VI. Identify and develop students to serve as positive role models working with District clubs and activities.
- VII. Prepare lectures and instruct when requested or when appropriate.
- VIII. Educate students and parents on bullying, internet safety, drug and alcohol awareness, and any other topic as requested by the District.
- IX. Assist with professional development of staff, particularly in areas such as drug and alcohol recognition, victims of abuse, etc.
- X. Speak with or provide lecture to community groups and parents as requested by the district.
- XI. Use discretion when disseminating confidential information, particularly in light of the District's policies with respect to student records and its mandates pursuant to the Family Educational Rights and Privacy Act (FERPA).
- XII. Cooperate with any District disciplinary actions taken, assist the District in determining the need for law enforcement interventions. However, the SRO shall not act as a school disciplinarian. School discipline is the sole responsibility of the District.

**C. Supervision of the SRO:** The SRO will report directly to the District's Superintendent or their designee. The SRO will work directly with the various building Principals on a day to day basis regarding situations and relationships in each of the District's buildings. The SRO shall be subject to the District's policies and procedures when performing functions in the District's schools, unless otherwise provided in this agreement. The District shall provide training to the SRO in school policy, regulations and procedures. The SRO will also be under the direct supervision of a Sheriff's Sergeant, as assigned by the Sheriff. The

District will provide an annual performance evaluation to the Sheriff, to ensure all goals and objectives of the SRO program are being met, noting any and all deficiencies.

2. **TERM OF AGREEMENT:** This Agreement shall take effect on September 1, 2023, and subject to earlier termination as provided below, shall continue in full force and effect until June 30, 2026, which is a period to include three (3) full school years. Prior to April 1, 2026, the Parties will renegotiate to continue or terminate the SRO program for the following school years.

3. **PAYMENT:** The County and Sheriff agree to provide and pay the SRO’s actual salary and employment benefits in accordance with County personnel policies and the applicable collective bargaining agreement. The District agrees to pay the County an amount equal to the SRO’s actual salary and employment benefits in accordance with the appropriate collective bargaining agreement. The current salary and employment benefits for the SRO would be approximately **ONE HUNDRED THOUSAND FIVE HUNDRED DOLLARS (\$100,500)** annually. This amount may be escalated or reduced based on changes to the actual salary, benefits and collective bargaining agreement for the SRO assigned to provide services under this agreement. The County shall provide records as deemed necessary to justify the claim. The District agrees to submit all payments to the County within thirty (30) day of the invoice being submitted. The County shall submit invoices to the District as follows (subject to escalation or reduction as mentioned-herein):

INVOICE DATE	PERIOD COVERED	INVOICE AMOUNT
January 15, 2024	September 1, 2023 to December 31, 2023	\$33,500.00
April 15, 2024	January 1, 2024 to March 31, 2024	\$33,500.00
June 15, 2024	April 1, 2024 to June 30, 2024	\$33,500.00
January 15, 2025	September 1, 2024 to December 31, 2024	\$33,500.00
April 15, 2025	January 1, 2025 to March 31, 2025	\$33,500.00
June 15, 2025	April 1, 2025 to June 30, 2025	\$33,500.00
January 15, 2026	September 1, 2025 to December 31, 2025	\$33,500.00
April 15, 2026	January 1, 2026 to March 31, 2026	\$33,500.00
June 15, 2026	April 1, 2026 to June 30, 2026	\$33,500.00

4. **TERMINATION:** Any Party may terminate this Agreement immediately upon notice to the other Parties, in the event of any Party failing to comply with the terms of this Agreement in any material respect and such failure not being cured within thirty (30) days after receipt of notice by the other Parties describing such failure. Any Party may terminate this Agreement without cause, upon sixty (60) days written notice to the other Parties. The County may terminate this Agreement upon written notice to the District for failure by the District to appropriate funds for the Services rendered by the County and the Sheriff under this Agreement.

All Parties understand that this agreement causes the creation of one (1) new Deputy Sheriff position in the County’s budget, and the termination of this Agreement could mean the elimination of that one (1) Deputy Sheriff position from the County’s annual budget.

5. **SELECTION OF THE SRO:** The Deputy Sheriff assigned as the SRO will be selected by the Sheriff based upon the Sheriff’s judgement and discretion, taking into consideration, among other criteria, the Deputy Sheriff’s training, qualifications, experience, interest in the position and their ability to effectuate the goals and objectives set forth herein. The Sheriff will take into consideration, but shall not be bound to, any requests made by the District to have a specific Deputy Sheriff serving at the SRO. When practical, the District will be given an opportunity to meet and interview SRO candidates prior to assignment to the District.

6. **REMOVAL OF THE SRO:** The District shall have the right to request the removal and/or replacement of the SRO upon written notice to the Sheriff when such action is deemed necessary by the District for the SRO’s failure to



meet or comply with the goals and objectives of the program. The Sheriff has the sole authority to remove the SRO at any time for discipline or discharge in accordance with the appropriate collective bargaining agreement. Removal or replacement of the SRO, upon District request, will not be unreasonably denied by the Sheriff.

7. **NOTICES:** All notices shall be in writing and sent by certified mail, registered mail, overnight mail, courier or transmitted by facsimile, to the addresses indicated on the first page of this Agreement, or such other address as any Party may indicate by at least thirty (30) days prior written notice to the other Parties.
8. **INDEMNIFICATION:** Each Party agrees to defend, indemnify and hold harmless the other Parties, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the performance of its obligations pursuant to this Agreement, that any Party, or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the other Parties, its employees, representatives, subcontractors, assignees or agents.
9. **INSURANCE:** All Parties shall provide the other Parties with proof of General Liability, Workers Compensation, Disability, and Auto Insurance coverage, and shall name the other Parties as an additional insured with respect to General Liability coverage.
10. **INDEPENDENT CONTRACTOR:** The SRO shall be an employee of the County, specifically the Sheriff's Office. Each Party agrees to be solely responsible for all matters relating to compensation of its employees, including, compliance with local, state and federal laws governing its personnel, including workers' compensation, Social Security, withholding and payment of any and all federal, state and local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related employer assessment or contributions required by law, and all other regulations governing such matters, and the payment of all salary, vacation and other employee benefits.
11. **NO ARBITRATION:** Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the Chairman of the County's Legislature, in consultation with the Rensselaer County Attorney or designee, but must instead only be heard in the Supreme Court of the State of New York, with closest venue to Rensselaer County or if appropriate, in the Federal District Court with venue in the Northern District of New York, Albany Division.
12. **CORPORATE COMPLIANCE:** All parties agree to comply with all Federal, State and local laws, rules and regulations governing the provision of goods and/or services under this Agreement.
13. **NO ASSIGNMENT WITHOUT CONSENT:** This Agreement may not be assigned by any of the Parties, nor its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous written consent of the other Parties and any attempt to do so without first obtaining such written consent will be void and of no force and effect.
14. **GOVERNING LAW:** This Agreement and the performance of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.
15. **MODIFICATIONS TO BE IN WRITING:** No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement. Changes in the SCOPE OF SERVICES in this Agreement shall not be binding, unless prior to the performance of any such services, the County and Sheriff, with appropriate consultations, execute an amendment or modification to this Agreement, which amendment or modification shall specifically set forth the scope of such extra or additional services, the amount of compensation, and the extension of time for performance, if any, for any such services. Unless otherwise specifically provided for therein, the provisions of

this Agreement shall apply with full force and effect to the terms and conditions contained in such amendment or modification.

16. **ENTIRE AGREEMENT:** The rights and obligations of the Parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings or writings between or among the Parties to this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been executed by the duly authorized officers of the respective Parties.

**AVERILL PARK CENTRAL SCHOOL DISTRICT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Superintendent, APCSD

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF RENSSELAER )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the above signed, \_\_\_\_\_, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**RENSSELAER COUNTY SHERIFF**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Sheriff, Rensselaer County

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF RENSSELAER )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the above signed, \_\_\_\_\_, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

**RENSSELAER COUNTY LEGISLATURE**

BY: \_\_\_\_\_  
**County Executive, Rensselaer County**

DATE: \_\_\_\_\_

STATE OF NEW YORK        )  
                                      )        ss:  
COUNTY OF RENSSELAER    )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the above signed, \_\_\_\_\_, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
**Notary Public**

## APPENDIX A

### RESPONSIBILITIES OF THE SCHOOL RESOURCE OFFICER

#### 1. OBJECTIVES OF AN SRO PROGRAM

- a. To maintain a safe campus environment conducive to learning.
- b. To create unity between law enforcement and school districts.
- c. To improve relationships between youth, communities and law enforcement.
- d. To serve as consultants to school, staff, parents and youth on safety matters.
- e. To serve as positive role models for all.

#### 2. PRIMARY FUNCTIONS OF THE SRO

- a. To be a visible, active law enforcement figure for the District, dealing specifically with law enforcement matters that originate on campus.
- b. To serve as a resource for students, allowing them to associate with law enforcement in the student's environment.
- c. To serve as a resource for teachers, parents and students by scheduling conferences to deal with individual or group problems and questions, particularly those that may lead to criminal activity.
- d. To appear before classrooms, community groups, PTO's, or any other group requesting lecture or information regarding a particular topic of interest within the District.
- e. To work with building administrators and assist in forming safety plans or other relevant school policies and procedures.
- f. To effectively communicate with all District staff when action is needed.
- g. To be available upon request for crime prevention presentations.
- h. To serve as a liaison between the District and law enforcement when law enforcement has a need to conduct business with students, staff or parents when school is in session.
- i. To not serve as a disciplinarian. The school is responsible for discipline unless an incident is deemed to be of a criminal nature. The SRO will advise the school and take action if they believe criminal activity has occurred.
- j. To serve as a crisis intervention officer, assisting in the mediation process or restorative justice process.

#### 3. THE TRIAD APPROACH TO AN SRO PROGRAM

##### a. LAW ENFORCEMENT OFFICER

- i. Maintaining law and order.
- ii. Conducting criminal investigations (may include assisting building administrators conducting investigations and advising if criminal activity has occurred).
- iii. Make arrests if appropriate (criminal mischief, drugs, aggravated harassment, etc.). In an effort to minimize disruption to the learning environment, the SRO should avoid making arrests on District property while school is in session. If an arrest situation presents itself the SRO should consider the following factors when determining the best course of action: (1) whether the arrest is related to a school-related offense; (2) the seriousness of the offense; (3) whether there is an imminent threat to public safety; and (4) whether the arrest can be accomplished in an alternative manner. Unless exigent

circumstances exist, the SRO should consult with a building or District administrator before making an arrest on District property.

- iv. Assist building safety teams in formulating appropriate safety policies and procedures.
- v. Assist in coordinating building safety drills, obtaining additional law enforcement assistance when needed.
- vi. Investigate truancy cases, make home visits if necessary, and advise when PINS petitions are appropriate.
- vii. Investigate child sexual assault cases or domestic violence issues.

**b. LAW RELATED COUNSELOR**

- i. Provide guidance to students, parents, teachers and staff on how to seek support services within and outside of the school.
- ii. Work with appropriate guidance staff to identify “at risk” students based on the SRO’s knowledge of the student’s family and community.
- iii. Serves as a mentor and role model to students identified by the school as needing assistance or through interpersonal relationships developed.
- iv. Assists in the transportation of students to a hospital if they are deemed a threat to themselves or others.
- v. Assists families in identifying appropriate community resources.

**c. LAW RELATED PRESENTER**

- i. Presents law enforcement expertise via classroom presentations or group assemblies to help students, teachers, parents and community members better understand the law. Topics may include, but are not limited to;
  - 1. Sexual Harassment and Sexual Abuse
  - 2. Bullying
  - 3. Child Abuse
  - 4. Underage Drug or Alcohol Abuse
  - 5. NYS Graduated Driver’s License Program
  - 6. Zero Tolerance Laws
  - 7. Relevant Legal Statutes (Vehicle and Traffic Law, ABC Law, Penal Law, etc.)
  - 8. Internet Safety
  - 9. Sportsmanship
  - 10. The NYS Court System (Criminal, Family, Civil)
- ii. Actively participates with the District’s Safety Committee or any other inter-disciplinary teams deemed appropriate.
- iii. Promotes programs that stress good citizenship and positive moral development.

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Tesman, Grant, Weaver

Sent To: Judiciary & Public Safety

Committee

Date July 14, 2020

Resolution No. G/272/20

**RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT WITH  
AVERILL PARK CENTRAL SCHOOL DISTRICT FOR A DEPUTY SHERIFF SCHOOL  
RESOURCE OFFICER POSITION - OFFICE OF THE RENSSELAER COUNTY SHERIFF**

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

**WHEREAS**, Resolution No. G/323/17 authorized an inter-municipal agreement with Averill Park Central School District for the 2017-2018 through 2019-2020 school years; and

**WHEREAS**, The Rensselaer County Office of the Sheriff and the Averill Park Central School District have determined it would be mutually beneficial to continue to have one (1) Deputy Sheriff School Resource Officer (SRO) to be assigned to work within the District; to have day-to-day contact with students, faculty and parents in order to provide a safe and comfortable environment within the school; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the district; and

**WHEREAS**, The SRO position will not have a fiscal impact to the 2020 budget, due to an Inter-municipal Agreement in which Averill Park Central District will reimburse Rensselaer County Ninety-Two Thousand Five Hundred dollars (\$92,500.00) per year for a three (3) year period, payable in equal installments of \$30,833.33 every January 15, April 15 and June 15 for the school years 2020-21, 2021-22 and 2022-23; and

**WHEREAS**, The Office of the Sheriff is not seeking to increase the number of Deputy Sheriff's as this position already exists and there is funding within the personnel line item due to several vacancies; and

**WHEREAS**, The start and end dates end dates of the agreement, and the name and address of the contracting party is as follows:

CONTRACT DESCRIPTION	VENDOR	REVENUE CODE	AMOUNT OF CONTRACT
Inter-municipal Agreement (09/01/2020 - 06/30/2023)	Averill Park Central School District 146 Gettle Road Averill Park, NY 12018	A.3110.22601	\$92,500.00 Annually

; now, therefore, be it

**RESOLVED,** The above referenced inter-municipal agreement is dependent on the approval of the Averill Park Central School District's yearly budget by the residents of the district; 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 Rensselaer County Executive, or his designee, shall be and hereby is authorized to accept and execute the above referenced inter-municipal agreement, subject to the approval as to form of the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes: 19  
Nays: 0  
Abstain: 0  
July 14, 2020

Clerk of the Legislature  
Sent to County Executive 7/15/20  
Received from County Executive 7/15/20  
Janica L. Charo  
Clerk of the Legislature



Executive Action  
Approved  Date 7/15/20  
Disapproved   
Veto Message Attached and Returned to Clerk  
[Signature]  
County Executive

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Brownell

Sent To: \_\_\_\_\_

Committee \_\_\_\_\_

Date October 10, 2017

Resolution No. G/444/17

**RESOLUTION AMENDING RESOLUTION NO. G/323/17 AUTHORIZING AN INTERMUNICIPAL AGREEMENT, AUTHORIZING A SCHOOL RESOURCE OFFICER POSITION AND AMENDING THE 2017 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE SHERIFF**

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

**WHEREAS,** Resolution No. G/323/17 authorized an agreement between the Rensselaer County Office of the Sheriff and the Averill Park Central School District to provide one (1) uniformed School Resource Officer (SRO) to be assigned to work within the District; to have day-to-day contact with students, faculty and parents in order to provide a safe and comfortable environment within the school; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the District; and

**WHEREAS,** The School Resource Officer position will not have a fiscal impact to the 2017 budget, due to an inter-municipal agreement in which Averill Park Central District will reimburse Rensselaer County Seventy-Nine Thousand Dollars (\$79,000.00) per year for a three (3) year period, payable in equal installments of \$26,333.33 every January 15, April 15 and June 15 for the school years 2017-18, 2018-19 and 2019-20; and

**WHEREAS,** The Office of the Sheriff is seeking to reclassify the position of School Resource Officer to that of Deputy Sheriff increasing the number of Deputy Sheriff's from the present twenty-five (25) to twenty-six (26); 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 2017 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
Sheriff			
A.3110.01007 School Resource Officer (8195)	\$ 44,331.00	\$(44,331.00)	\$ 0.00
A.3110.01007 Deputy Sheriff (1930)	\$1,450,232.00	\$ 44,331.00	\$1,494,563.00
Total General Fund Appropriations:	\$	0.00	

Resolution ADOPTED by the following vote:

Ayes: 16  
Nays: 0  
Abstain: 0  
October 10, 2017

Clerk of the Legislature

Sent to County Executive 10/11/17

Received from County Executive 10/13/17

Jessica D. Chausse  
Clerk of the Legislature



Executive Action

Approved  Date 10/13/17

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

Kathleen M. Amadio  
County Executive

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: Contract with Averill Park CSD for a School Resource Officer

Requested by: Sheriff's Department

Sponsor(s): Capt. Pyle

**FISCAL IMPACT**

- 1) Projected cost of proposed legislation, if any: \$33,500.00 current year  
\$100,500.00 - 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 \$ \_\_\_\_\_ and length of time state funding is available through \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_ or No \_\_\_
  
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  
  - d) Tax levy impact for current year \$ 0.00 and ongoing \$ 0.00
  
  - e) Other (please explain) \$ 100,500.00 contract with school district \_\_\_\_\_
  
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No X
  
- 4) Length of expense or project (one time only, ongoing, etc.): 3 Year
  
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Expenses will be reimbursed by school district through an inter-municipal agreement.

Department Head

\_\_\_\_\_ Patrick Russo, Sheriff \_\_\_\_\_

# RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date June 13, 2023

## Resolution No. G/13

**RESOLUTION AUTHORIZING ACCEPTANCE OF GRANT AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND THE NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE 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 ("Office") has been awarded a one-year grant from the New York State Division of Criminal Justice Services ("DCJS") and the New York State Department of Taxation and Finance ("DTF") for the 2022 Crimes Against Revenue Program ("CARP") in the amount of \$102,800.00 for the period January 1, 2023 through December 31, 2023; and

**WHEREAS,** The \$102,800.00 grant award provides the salary and fringe benefits of two experienced assistant district attorneys; and

**WHEREAS,** The primary focus of this grant will be to continue to provide services to victims of financial revenue crimes in Rensselaer County, while giving the Office greater staffing flexibility by having the two assistant district attorneys spend approximately 50% of their time on CARP cases; 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>
DCJS/DTF Crimes Against Revenue	A.1165.30325	CARP.2023.30325	\$0	\$102,800	\$102,800
		<b>TOTAL:</b>	<b>\$0</b>	<b>\$102,800</b>	<b>\$102,800</b>

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>
<b>DISTRICT ATTORNEY</b>					
Personnel Services					
<i>Assistant District Attorney</i>	A.1165.01007	CARP.2023.01007	\$0	\$75,000	\$75,000
Employee Benefits	A.1165.08008	CARP.2023.08008	\$0	\$27,800	\$27,800
<b>TOTAL:</b>			<b>\$0</b>	<b>\$102,800</b>	<b>\$102,800</b>

; and, be it further

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 13, 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



KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

Table with grant details including Grantee/Contractor (Rensselaer County District Attorney), Date (May 5, 2023), Program Name (CARP), Award Amount (\$102,800), Signatory Name (Steven McLaughlin), Term Dates (1/1/2023 - 12/31/2023), Email (smclaughlin@rensko.com), Contract Number (C445454), Program Description (Crimes Against Revenue Program), and contact information for Primary (Katelyn Mallick) and Secondary (David Martin) contacts.

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: Mary Pat Donnelly

Attachment: Instruction Sheet

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

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

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

Requested by: District Attorney

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

**FISCAL IMPACT**

Projected cost of proposed legislation, if any: \$102,800.00 current year  
\$0.00 ongoing expenses per year

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

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

b) For state funding: amount \$102,800.00 and length of time state funding is available 01/01/2023-12/31/2023. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_

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

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

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

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

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

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

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

Department Head

Mary Pat Donnelly

# RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date June 13, 2023

Resolution No. G/20

**RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT WITH WYNANTSKILL UNION FREE SCHOOL DISTRICT FOR A DEPUTY SHERIFF SCHOOL RESOURCE OFFICER POSITION AND AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - OFFICE OF THE RENSSELAER COUNTY SHERIFF**

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

**WHEREAS,** The Rensselaer County Office of the Sheriff ("Office") and the Wynantskill Union Free School District ("District") have determined it would be mutually beneficial for one (1) Deputy Sheriff School Resource Officer ("SRO") to be assigned to work within the District; to have day-to-day contact with students, faculty and parents in order to provide a safe and comfortable environment within the school; and to be available for students to assist in defusing and solving problems before they become a detriment to the learning environment and the health, safety and welfare of the students and faculty of the school district; and

**WHEREAS,** The SRO position will not have a fiscal impact to the 2023 budget, due to an Inter-Municipal Agreement in which Wynantskill Union Free District will reimburse Rensselaer County \$100,500 per year for a three (3) year period, payable in equal installments of \$33,500 every January 15, April 15 and June 15 for the school years 2023-2024, 2024-2025 and 2025-2026; and

**WHEREAS,** The Office is seeking to increase the number of Deputy Sheriff's from the present 37 to 38; 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>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>REVENUE CODE</u>	<u>AMOUNT OF CONTRACT</u>
Inter-municipal Agreement (09/01/2023 - 06/30/2026)	Wynantskill Union Free School District 25 East Avenue Troy, NY 12180	A.3110.22601	\$100,500 Annually

;and

**WHEREAS,** The above referenced inter-municipal agreement is dependent on the approval of the Wynantskill Union Free School District's budget by the residents of the district; 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 Rensselaer County Executive or his designee, is authorized to sign the above-referenced agreement, subject to the approval as to form of the Rensselaer County Attorney; and, be it further

**RESOLVED,** That the position of SRO be created with an effective date on or about September 1, 2023; 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>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
SHERIFF				
Police Services,	A.3311.22601	\$542,567	\$33,500	\$576,067
Other Govts				
	TOTAL:	\$542,567	\$33,500	\$576,067

**2023 GENERAL FUND APPROPRIATIONS**

<u>ACCOUNT DESCRIPTION</u>	<u>GL ACCOUNT</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
SHERIFF				
Personnel Services				
Deputy Sheriff	A.3110.010070	\$2,516,459	\$55,165	\$2,571,624
Personnel Service Savings	A.3110.010070	(\$12,005)	(\$21,665)	(\$33,670)
	TOTAL:	\$2,504,454	\$33,500	\$2,537,954

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 13, 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
<b>SHERIFF</b>					
Police Services, Other Govts	A.3311.22601		\$542,567	\$33,500	\$576,067
		<b>TOTAL:</b>	<b>\$542,567</b>	<b>\$33,500</b>	<b>\$576,067</b>

**2023 GENERAL FUND APPROPRIATIONS**

ACCOUNT DESCRIPTION	GL ACCOUNT	PROJECT CODE	PRESENT	CHANGE	REVISED
<b>SHERIFF</b>					
Personnel Services					
<i>Deputy Sheriff</i>	A.3110.010070		\$2,516,459	\$55,165	\$2,571,624
<i>Personnel Service Savings</i>	A.3110.010070		(\$12,005)	(\$21,665)	(\$33,670)
		<b>TOTAL:</b>	<b>\$2,504,454</b>	<b>\$33,500</b>	<b>\$2,537,954</b>

**JOURNAL ENTRY REQUEST**

<b>ACCOUNT DESCRIPTION</b>	<b>GL ACCOUNT</b>	<b>PROJECT CODE</b>	<b>DEBIT</b>	<b>CREDIT</b>
<b>DISTRICT ATTORNEY</b>				
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
		<b>TOTAL:</b>	<b>\$59,666.08</b>	<b>\$59,666.08</b>

<u>CONTRACT DESCRIPTION AND DATES</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT OF CONTRACT</u>
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# LEGISLATIVE FISCAL IMPACT STATEMENT

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

Title of Legislation: Contract with Wynantskill UFSD for a School Resource Officer

Requested by: Sheriff's Department

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

## FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$33,500.00 current year  
\$100,500.00 - 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 \$ \_\_\_\_\_ and length of time state funding is available through \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_ or No \_\_\_
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  - d) Tax levy impact for current year \$ 0.00 and ongoing \$ 0.00
  - e) Other (please explain) \$ 100,500.00 contract with school district \_\_\_\_\_
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No
- 4) Length of expense or project (one time only, ongoing, etc.): 3 Year
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Expenses will be reimbursed by school district through an inter-municipal agreement.

Department Head

\_\_\_\_\_ Patrick Russo, Sheriff \_\_\_\_\_

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date June 13, 2023

Resolution No. G/22

## RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF PROBATION

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

**WHEREAS,** By Resolution G/357/22, Rensselaer County accepted a grant from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination (GIVE) Partnership in the amount of \$86,107.00 for the period of July 1, 2022 through June 30, 2023; and

**WHEREAS,** The budget for this program was subsequently amended per Resolution G/55/23; and

**WHEREAS,** The Department of Probation has reported that there are \$1,405.00 in unspent training funds that can be used toward the salary expense of personnel funded by this grant; now, therefore, be it

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

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

### GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3140 Department of Probation			
.01007.GIVEPROB	\$26,184.00	\$ 1,405.00	\$27,589.00
.2022.01007 Probation Officer			
.04560.GIVEPROB	\$ 1,500.00	<u>(\$1,405.00)</u>	\$ 95.00
.2022.04560 Training			
	Total Appropriations:	\$ 0.00	

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 13, 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:** [Thompson, Bob](#)  
**To:** [McMahon, Linda](#); [Stevens, Patricia](#)  
**Cc:** [Wohlleber, Kara](#)  
**Subject:** FW:  
**Date:** Thursday, April 20, 2023 2:14:45 PM

---

FYI-

I reached out to DCJS- Ron Petrie regarding remaining GIVE training funds \$1,405. Ron gave approval to relocate the training funds over to my salary.

---

**From:** Petrie, Ronald (DCJS) <[Ronald.Petrie@dcjs.ny.gov](mailto:Ronald.Petrie@dcjs.ny.gov)>  
**Sent:** Wednesday, April 19, 2023 12:07 PM  
**To:** Thompson, Bob <[BThompson@renesco.com](mailto:BThompson@renesco.com)>  
**Subject:** RE:

No problem. Happy to help anytime, and glad to know you're ahead of the pack in working on the proposal. RON

---

**From:** Thompson, Bob <[BThompson@renesco.com](mailto:BThompson@renesco.com)>  
**Sent:** Wednesday, April 19, 2023 12:04 PM  
**To:** Petrie, Ronald (DCJS) <[Ronald.Petrie@dcjs.ny.gov](mailto:Ronald.Petrie@dcjs.ny.gov)>  
**Subject:** RE:

You don't often get email from [bthompson@renesco.com](mailto:bthompson@renesco.com). [Learn why this is important](#)

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

Our financier person just informed me the request would be the training funds going toward my salary not for the overtime details. I apologize for the confusion.

---

**From:** Petrie, Ronald (DCJS) <[Ronald.Petrie@dcjs.ny.gov](mailto:Ronald.Petrie@dcjs.ny.gov)>  
**Sent:** Wednesday, April 19, 2023 12:01 PM  
**To:** Thompson, Bob <[BThompson@renesco.com](mailto:BThompson@renesco.com)>  
**Subject:** RE:

Hi Bob,

Yes, that would be fine. Have a great day!  
Ron

---

**From:** Thompson, Bob <[BThompson@renesco.com](mailto:BThompson@renesco.com)>  
**Sent:** Wednesday, April 19, 2023 11:57 AM  
**To:** Petrie, Ronald (DCJS) <[Ronald.Petrie@dcjs.ny.gov](mailto:Ronald.Petrie@dcjs.ny.gov)>  
**Subject:**

You don't often get email from [bthompson@renesco.com](mailto:bthompson@renesco.com). [Learn why this is important](#)

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

Hi Ron,

We have \$1,405 remaining in our training & travel funds. It doesn't look like we will be utilizing the remainder of the training funds. Are we able to relocate the training funds to our overtime detail funds?

Thanks

Bob T.

Bob Thompson

Probation Officer/ Field Intelligence Officer (FIO)

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LEGISLATIVE FISCAL IMPACT STATEMENT



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

Title of Legislation: **RESOLUTION AMENDING THE 2023 ADOPTED  
RENSELAEER COUNTY BUDGET - DEPARTMENT OF PROBATION**

Requested by: Probation

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

1) Projected cost of proposed legislation, if any current year \$1,405.00.

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): GIVE Grant

a) For federal funding: amount \$0 and length of time federal funding is available. Is it available for ongoing expenses? Yes \_\_\_ or No X

For state funding: amount \$1,405.00  
b) and length of time state funding is available 6 months. Is it available for ongoing expenses? Yes \_\_\_ or No x

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ 0  
Total projected interest costs \$ 0

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

e) Other (please explain) \$ 0

3Is this expense or program mandated? Yes \_\_\_\_\_ No x

4Length of expense or project (one time only, ongoing, etc.): \_\_\_\_\_

5 Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The GIVE funding will be used to pay for FIO Salary and fringe..

Linda McMahon, Probation Department Head



# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

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Sent To: Judiciary & Public Safety

Committee

Date June 13, 2023

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Resolution No. G/35

## RESOLUTION AUTHORIZING THE EXECUTION OF THE THIRD AMENDED ASSIGNED COUNSEL PLAN PURSUANT TO COUNTY LAW §722 - COUNTY ATTORNEY

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

**WHEREAS,** The Rensselaer County Attorney administers the assigned counsel plan pursuant to County Law Section 722; and

**WHEREAS,** This legislative body previously adopted an assigned counsel plan by resolution G/328/10 and thereafter amended it by resolutions G/617/10 and G/90/13; and

**WHEREAS,** Rensselaer County has established Special Family Court Counsel and Assigned Appellate Counsel who previously operated through the office of the Rensselaer County Attorney; and

**WHEREAS,** The Special Family Court Counsel and Assigned Appellate Counsel now operate through the Rensselaer County Public Administrator under the supervision of the Assigned Counsel Administrator/Data Officer; and

**WHEREAS,** All assigned counsel previously submitted payment vouchers to the Rensselaer County Attorney; and

**WHEREAS,** All assigned counsel now submit payment vouchers to the Rensselaer County Public Administrator/Data Officer; and

**WHEREAS,** The amendments to the Rensselaer County Assigned Counsel plan incorporate these changes; and

**WHEREAS,** The Executive Committee of the Rensselaer County Bar Association adopted the annexed Third Amended Assigned Counsel Plan at a special meeting on May 10, 2023; now, therefore, be it

**RESOLVED,** That the Rensselaer County Legislature hereby adopts the annexed Third Amended Assigned Counsel Plan (Plan); and, be it further

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 13, 2023**

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Clerk of the Legislature

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

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

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Clerk of the Legislature



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Executive Action

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

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

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County Executive

## **SECOND/THIRD AMENDED RENNELAER COUNTY ASSIGNED COUNSEL PLAN**

County Law Section 722 recognizes that indigent persons have a right to be represented by legal counsel at all stages of a criminal proceeding, in Family Court under the authority of Family Court Act Sections 262 and 1120 or in Surrogate's Court under the authority of Surrogate's Court Procedure Act section 407. This plan is designed to effectuate assignment of counsel upon the determination by a criminal, family or surrogate's court that a criminal defendant or a family court or surrogate's court party is unable to afford counsel. To that end and pursuant to the authority granted by County Law §722, the County of Rensselaer hereby adopts the following as its Assigned Counsel Plan.

### **Assigned Trial Counsel**

Upon deciding that a criminal defendant, family court party or a surrogate's court party is entitled to assigned counsel pursuant to the statutes of the State of New York, the court shall order the appointment of the Rensselaer County Public Defender to represent the indigent person. Should the court determine that a bonafide conflict of interest prevents the Rensselaer County Public Defender from accepting the assignment, then the court shall order the appointment of the Rensselaer County Conflict Defender. In courts other than the Family Court, should the court determine that a bonafide conflict of interest prevents the Rensselaer County Conflict Defender from accepting the assignment, then the court shall order the appointment of private counsel from a list maintained and approved by that court pursuant to County Law Article 18-B. Should the Family Court determine that a bonafide conflict of interest prevents the Rensselaer County Conflict Defender from accepting the assignment, then the court shall order the appointment of the Special Family Court Counsel. Should the Family Court determine that a bonafide conflict of interest prevents the Rensselaer County Special Family Court Counsel from accepting the assignment, then the court shall order the appointment of private counsel from a list maintained and approved by that court pursuant to County Law Article 18-B.

Both the Offices of the Public Defender and the Conflict Defender exist pursuant to the Rensselaer County Charter. The Conflict Defender shall use due diligence and its best efforts to abide by the Standards and Criteria for the Provision of Mandated Representation in Cases Involving a Conflict of Interest promulgated by the State of New York Office of Indigent Legal Services pursuant to Executive Law Section 832(3)(d). Rensselaer County has established Special Family Court Counsel who operates through the office of the Rensselaer County Attorney Public Administrator under the supervision of the Assigned Counsel Administrator/Data Officer. All costs and expenses of those county departments shall be processed and paid pursuant to the policies of Rensselaer County.

Those private attorneys who are assigned by the courts pursuant to this plan, must submit an application to the assigning court, pursuant to County Law §722-b. The assigning court shall issue a written order awarding the legal fees and disbursements to the assigned private counsel.

Assigned private counsel shall then submit two copies of his fee application, the court order of appointment and the court order of legal fees and disbursements together with a completed and executed Rensselaer County payment voucher to the Rensselaer County Attorney Assigned Counsel Administrator/Data Officer who will make arrangements for the payment of such private assigned counsel by Rensselaer County.

### **Assigned Appellate Counsel**

Rensselaer County has established Special Appellate Counsel who operates through the office of the Rensselaer County Attorney Public Administrator under the supervision of the Assigned Counsel Administrator/Data Officer. Upon determination by an appellate court that a

criminal defendant or family court party or a surrogate's court party, hereinafter referred to as "appellate party" (1) seeks to properly appeal from a criminal conviction, family court judgment or surrogate's court judgment or is a respondent in an appellate matter and (2) is indigent to the point that he cannot afford appellate counsel, then the appellate court shall appoint the Special Appellate Counsel to represent the appellate party in his appeal to that appellate court. Should the appellate court determine that a bonafide conflict of interest prevents the Special Appellate Counsel from accepting the assignment, then the court shall appoint the private counsel from a list maintained and approved by the court.

Those private attorneys who are assigned by the appellate courts pursuant to this plan, must submit an application to the assigning court, pursuant to County Law §722-b. The assigning court shall issue a written order awarding the legal fees and disbursements to the assigned private counsel.

Assigned private counsel shall then submit two copies of his fee application, the court order of assignment and the court order directing payment of legal fees and disbursements together with a completed and executed Rensselaer County payment voucher to the Rensselaer County ~~Attorney~~ Assigned Counsel Administrator/Data Officer who will make arrangements for the payment of such private assigned counsel by Rensselaer County.

This plan is authorized by legislative resolution G/90 1323 and is signed this \_\_\_\_ day of ~~June~~ February, 201323.

**COUNTY OF RENNELAER, NEW YORK**

By: \_\_\_\_\_  
~~Kathleen M. Jimino~~ Steven F. McLaughlin  
County Executive

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Stammel, Walsh, Manny

Sent To: Judiciary & Public Safety

Committee

Date February 12, 2013

Resolution No. G/90/13

## RESOLUTION AUTHORIZING THE EXECUTION OF THE SECOND AMENDED ASSIGNED COUNSEL PLAN PURSUANT TO COUNTY LAW SECTION 722 - COUNTY ATTORNEY

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

WHEREAS, The Rensselaer County Attorney administers the assigned counsel plan pursuant to County Law Section 722; and

WHEREAS, This Legislative Body previously adopted an assigned counsel plan by Resolution No. G/328/10 and thereafter amended it by Resolution No. G/617/10; and

WHEREAS, Recent amendments to Executive Law Section 823 requires all Conflict Defenders' Offices to use their best efforts to comply with certain caseload and ethical standards to better represent their indigent clients; and

WHEREAS, The amendment of the Rensselaer County Assigned Counsel plan incorporates those requirements; and

WHEREAS, The Executive Committee of the Rensselaer County Bar Association adopted the annexed at a special meeting on January 23, 2013; now, therefore, be it

RESOLVED, That the Rensselaer County Legislature hereby adopts the annexed Second Amended Assigned Counsel Plan; and, be it further

RESOLVED, That the Rensselaer County Executive is hereby authorized to execute the Second Amended Assigned Counsel Plan, subject to the approval of the Rensselaer County Attorney as its form.

Resolution ADOPTED by the following vote:

Ayes: 18

Nays: 0

Abstain: 0

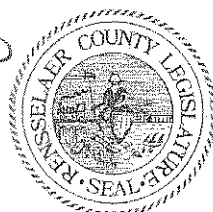
February 12, 2013

Clerk of the Legislature

Sent to County Executive Feb 13, 2013

Received from County Executive 2/15/13

Genel Mann  
Clerk of the Legislature



Executive Action

Approved  Date 2/14/13

Disapproved

Veto Message Attached and Returned to Clerk

Kathleen M. Jimeno  
County Executive

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Reid

Sent To: \_\_\_\_\_ Committee \_\_\_\_\_ Date December 21, 2010

Resolution No. G/617/10

**RESOLUTION AMENDING RESOLUTION NO. G/328/10 AND AUTHORIZING THE  
RENSSELAER COUNTY EXECUTIVE TO SIGN AN ASSIGNED COUNSEL  
PLAN PURSUANT TO COUNTY LAW §722 - COUNTY ATTORNEY**

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

WHEREAS, The Rensselaer County Attorney administers the assigned counsel plan pursuant to County Law Section 722; and

WHEREAS, This Legislative Body previously adopted an assigned counsel plan by Resolution No. G/328/10; and

WHEREAS, The annual cost of assigned counsel in criminal courts and the family court as borne by Rensselaer County is increasing substantially; and

WHEREAS, The amendment of the assigned counsel plan by the inclusion of the new position of special family court counsel, is expected to substantially reduce the financial burden borne by Rensselaer County in funding the costs incurred in the usage of the assigned counsel plan; and

WHEREAS, The Executive Committee of the Rensselaer County Bar Association adopted the annexed at its December 20, 2010 meeting; now, therefore, be it

**RESOLVED**, That the Rensselaer County Legislature hereby adopts the annexed assigned counsel plan; and, be it further

**RESOLVED**, That the Rensselaer County Executive is hereby authorized to execute the Assigned Counsel Plan, subject to the approval of the Rensselaer County Attorney as its form.

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

December 21, 2010

Clerk of the Legislature

Sent to County Executive 12/22/10

Received from County Executive 12/28/10

Janet Mana  
Clerk of the Legislature



Executive Action

Approved  Date 12/23/10

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

Kathleen M. Gmino  
County Executive

# RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date June 13, 2023

Resolution No. G/50

**RESOLUTION AMENDING THE 2023 RENSSELAER COUNTY ADOPTED BUDGET -  
OFFICE OF THE RENSSELAER COUNTY SHERIFF**

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

**WHEREAS**, The County has received an insurance check in the amount of \$6,828.60 as settlement for Rensselaer County Sheriff's Office patrol vehicle #4628, that was damaged; and

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

**GENERAL FUND REVENUE**

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3110.26801 Insurance Recoveries	\$45,647.00	\$6,828.00	\$52,475.00

**GENERAL FUND APPROPRIATIONS**

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3110.02300 Automobile	\$579,342.00	\$6,828.00	\$586,170.00

Resolution **ADOPTED** by the following vote:

**Ayes:**

**Nays:**

**Abstain:**

June 13, 2023

Clerk of the Legislature

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

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

Clerk of the Legislature



Executive Action

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

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

County Executive

**LEGISLATIVE FISCAL IMPACT STATEMENT**

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

Title of Legislation: Resolution Amending the 2023 Rensselaer County Adopted Budget

Requested by: Capt. Pyle

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

**FISCAL IMPACT**

- 1) Projected cost of proposed legislation, if any: \$6,828.00 current year  
\$0.00 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): \_\_\_\_\_
  - 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 \$ 0.00 and ongoing \$ 0.00
  - e) Other (please explain) \$ 6,828.00 (reimbursement check) \_\_\_\_\_
- 3) Is this expense or program mandated? Yes \_\_\_\_\_ No X
- 4) Length of expense or project (one time only, ongoing, etc.): One time only X
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Use insurance settlement checks from totaled patrol vehicle received by County to make needed purchases without increasing tax levy.

Department Head

\_\_\_\_\_