

Judiciary & Public Safety Committee Packet

Tuesday, September 1, 2026

INDEX OF RESOLUTIONS		
COMMITTEE	RESOLUTION	TITLE
J/B/R	G/2	RESOLUTION AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT, SOFTWARE SUBSCRIPTIONS, AND PROFESSIONAL SERVICES - BUREAU OF PUBLIC SAFETY Motion Made By: Seconded By: In favor: Opposed: Notes:
C/J/B/R	G/5	RESOLUTION AUTHORIZING AN AGREEMENT WITH BOYS & GIRLS CLUBS OF THE CAPITAL AREA FOR COMMUNITY PROGRAMMING FOR AREAS OF MOST RISK TOWARD VIOLENT CRIME - DEPARTMENT OF PROBATION Motion Made By: Seconded By: In favor: Opposed: Notes:
J/B/R	G/13	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - PUBLIC DEFENDER, CONFLICT DEFENDER AND PUBLIC ADMINISTRATOR Motion Made By: Seconded By: In favor: Opposed: Notes:
J/B/R	G/14	RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY Motion Made By: Seconded By: In favor: Opposed: Notes:

J/B/R	G/15	RESOLUTION AUTHORIZING PAYMENT TO RESOLVE PENDING LITIGATION - COUNTY ATTORNEY Motion Made By: Seconded By: In favor: Opposed: Notes:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date September 8, 2026

Resolution No. G/2

RESOLUTION AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT, SOFTWARE SUBSCRIPTIONS, AND PROFESSIONAL SERVICES - BUREAU OF PUBLIC SAFETY

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

WHEREAS, The Rensselaer County Bureau of Public Safety ("Bureau") has completed construction of its Mobile Communications and Command Center ("MCCC") and is equipping the vehicle with the technology necessary to support emergency communications, incident command and continuity of operations; and

WHEREAS, In order to provide secure and redundant connectivity between the MCCC and the County Emergency Communications Center ("ECC"), it is necessary to procure enterprise networking equipment, cybersecurity appliances, software subscriptions and related professional installation and configuration services; and

WHEREAS, The proposed equipment and services have been reviewed and approved by the Rensselaer County Department of Information Services; and

WHEREAS, The equipment and services are available through the National Cooperative Purchasing Alliance ("NCPA") cooperative purchase program, utilizing Contract Nos. 01-169 and 01-170; and

WHEREAS, The Bureau has funding available for this purchase within the 2026 Rensselaer County Adopted Budget via appropriation code A.3640.02400.ESINET, Emergency Services IP Network Grant ("ESINet"); and

WHEREAS, The name and address of the vendor, the source of funding for this purchase, and the total amount to be expended for this purchase, which shall not exceed budgeted appropriations are as follows:

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>AMOUNT</u>
Aruba Networking equipment - MCC	Acture Solutions, Inc. 453 New Karner Road Albany, NY 12205	A.3640.02400. ESINET	\$11,487.36
Professional Services - MCC			\$2,485.00
Barracuda Firewall appliances, licensing & subscriptions - MCC			\$3,262.64
Barracuda Firewall appliances, licensing & subscriptions - ECC			\$12,072.52
Aruba networking equipment - ECC			\$21,977.30
Professional Services - ECC			<u>\$2,485.00</u>
		TOTAL:	\$53,769.82

; now, therefore, be it

RESOLVED, That the Director of the Bureau of Central Services is authorized to sign purchase orders for the above purchases; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign software subscriptions included with these purchases, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

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: _____ P Resolution: _____

Title of Legislation: RESOLUTION AUTHORIZING THE PURCHASE OF NETWORKING EQUIPMENT AND PROFESSIONAL SERVICES - BUREAU OF PUBLIC SAFETY

Requested by: Bureau of Public Safety

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 53,769.82 current year
_____ ongoing expenses per year

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

a) For federal funding: amount \$ 0.00 and length of time federal funding is available N/A. Is it available for ongoing expenses? Yes N/A or No N/A

b) For state funding: amount \$ 53,769.82 and length of time state funding is available Ongoing. 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 \$ 0.00
Total projected interest costs \$ 0.00

d) Tax levy impact for current year \$ 0.00 and ongoing \$ 0.00

e) Other (please explain) \$ 0.00

3) Is this expense or program mandated? Yes x No _____

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: Purchase of critical networking and cybersecurity equipment and software. Installation of said equipment by professional IT experts. Without said equipment we will not be fully operational in the new MCCC and could be subject to easy intrusion by hackers

Department Head

Dep. Director E. Heffern

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 Public Safety
Mobile Command Center - Aruba

SOW # - 29763189

Date	Quote #
07/16/26	CSIQ9135

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via:	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

ID #	CPI	Item	Description	Qty	Unit Price	Ext. Price
1		R8Q70A	ARUBA 6200M 48G CL4 POE 4SFP+ SW PL-WB	1	\$7,666.20	\$7,666.20
2		H91L9E	ARUBA 3Y FOUNDATION CARE NBD EXCH 6200M 48G POE SVC PL-LS	1	\$2,123.27	\$2,123.27
3		JL086A#ABA	ARUBA X372 54VDC 680W PS US PL-WB Country of Origin: N/A Weight: 3.65 Dim Weight: 959.07	1	\$599.59	\$599.59
4		S1G50A	HPE ARUBA NETWORKING AP-634-US PL-VL	1	\$877.09	\$877.09
5		H87J9E	HPE ANW 3YFOUNDATION CARE NBD EXCH AP-634 SVC PL-VR	1	\$183.08	\$183.08
6		S4K79A	HPE ANW AP-MNT-U CAMPUS TYPE U BRKT KIT PL-VL	1	\$38.13	\$38.13

*****IMPORTANT*** PO's must reference****NCPA Contract Number NCPA 01-169**

Please forward Purchase Order to: POApproved@acturesolutions.com

Sub Total	\$11,487.36
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$11,487.36

Product quoted is purchased under NCPA Contract Number NCPA 01-169. The services prices on this quotation are quoted per GSA Federal Supply Service Price List Schedule for Information Technology Services; Federal Supply Group 70; SIN 54151S IT Professional Services; Class D399; Contract Number: 47QTCA22D005T. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf> Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice.

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 Public Safety
Mobile Command Center SVCs

SOW # - 29763189

Date	Quote #
07/16/26	CSIQ9136

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via:	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

Item	Description	Qty	Unit Price	Ext. Price
1	SPS-ACTPSRCMCC-AS Acture Professional Services	1	\$2,485.00	\$2,485.00

Please contact me if I can be of further assistance.

Please forward Purchase Order to: POApproved@acturesolutions.com

Sub Total	\$2,485.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$2,485.00

All information contained within this quote is valid for the next 30 days. Thereafter, all prices and applicable charges are subject to change. For Project Work Acture Solutions requires payment of fifty percent (50%) of the total project labor cost before Acture Solutions shall commence work. All hardware purchases must be paid in full prior to placement of the equipment order by Acture Solutions. Client agrees to pay balance of project cost to Acture Solutions at Project completion. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here: <https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf>. Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms,

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 BPS Main Office
SVCs

SOW # - 29764281

Date	Quote #
07/16/26	CSIQ9139

Prepared For:			Sales Representative:		
John Cubit	Phone:	(518) 270-2780	Shaman Anderson		
Rensselaer County	Fax:		Sales Operations Administrator		
99 Troy Road	Terms:				
East Greenbush, NY 12061	Ship via:				
United States	E-Mail	jcubit@rensco.com	andersons@acturesolutions.com		

CPI	Item	Description	Qty	Unit Price	Ext. Price
1	SPS-ACTPSRCBPS-AS	Acture Professional Services	1	\$2,485.00	\$2,485.00

Sub Total \$2,485.00

Sales Tax \$0.00

Shipping \$0.00

Total \$2,485.00

Please forward Purchase Order to: POApproved@acturesolutions.com

*****IMPORTANT*******PO's must reference both Acture Quote#, and
NCPA Contract Number NCPA 01-170**

Product and Services quoted are purchased under NCPA Contract Number NCPA 01-170. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf>. Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 BPS Main Office
- Barracuda

SOW # - 29764281

Date	Quote #
07/16/26	CSIQ9141

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via: E-Mail jcubit@rensco.com	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

CPI	Item	Description	Qty	Unit Price	Ext. Price
1	BNGF80B	Barracuda CloudGen Firewall Appliance F80B BNGF80B - Gigabit Ethernet - HTTP,SSH,DHCP,SNMP - Desktop - 4x1 GbE, 4 x USB 2.0, 1x RJ45 Serial / console, VGA - RAM 4 GB - 80 GB SSD	1	\$1,337.90	\$1,337.90
2	BNGF80A-E	Barracuda CloudGen Firewall F80 Energize Updates Subscription 1 Month	12	\$18.91	\$226.92
3	BNGF80A-H	Barracuda CloudGen Firewall F80 Instant Replacement Subscription 1 Month	12	\$18.91	\$226.92
4	BNGF80A-M	Barracuda CloudGen Firewall F80 Malware Protection Subscription 1 Month	12	\$16.43	\$197.16
5	BNGF80A-A	Barracuda CloudGen Firewall F80 Advanced Threat Protection Subscription 1 Month	12	\$25.10	\$301.20
6	BNGF80B.RK015	Barracuda Rack Mount Kit Subscription for Model F80B	1	\$75.66	\$75.66
7	BXDR-NTWK-MON-DVC-1M	BarracudaExtended Detection and Response (XDR), Network Security, Monitor Only, per Device, 1 Month	12	\$74.74	\$896.88

Please forward Purchase Order to: POApproved@acturesolutions.com

IMPORTANT*

**PO's must reference both Acture Quote#, and
NCPA Contract Number NCPA 01-170**

Sub Total	\$3,262.64
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$3,262.64

Product and Services quoted are purchased under NCPA Contract Number NCPA 01-170. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf>. Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice

CONFIDENTIAL

**Acture Solutions, Inc.**453 New Karner Road
Albany, NY 12205

(518) 377-4057

QuotationRensselaer County-2026 BPS Main Office
- Barracuda

SOW # - 29764281

Date	Quote #
07/20/26	CSIQ9151

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via: E-Mail jcubit@rensco.com	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

CPI	Item	Description	Qty	Unit Price	Ext. Price
1	BNGF80B	Barracuda CloudGen Firewall Appliance F80B BNGF80B - Gigabit Ethernet - HTTP,SSH,DHCP,SNMP - Desktop - 4x1 GbE, 4 x USB 2.0, 1x RJ45 Serial / console, VGA - RAM 4 GB - 80 GB SSD	2	\$1,337.90	\$2,675.80
2	BNGF80A-E	Barracuda CloudGen Firewall F80 Energize Updates Subscription 1 Month	60	\$18.91	\$1,134.60
3	BNGF80A-H	Barracuda CloudGen Firewall F80 Instant Replacement Subscription 1 Month	60	\$18.91	\$1,134.60
4	BNGF80A-M	Barracuda CloudGen Firewall F80 Malware Protection Subscription 1 Month	60	\$16.43	\$985.80
5	BNGF80A-A	Barracuda CloudGen Firewall F80 Advanced Threat Protection Subscription 1 Month	60	\$25.10	\$1,506.00
6	BNGF80B.RK015	Barracuda Rack Mount Kit Subscription for Model F80B	2	\$75.66	\$151.32
7	BXDR-NTWK-MON-DVC-1M	BarracudaExtended Detection and Response (XDR), Network Security, Monitor Only, per Device, 1 Month	60	\$74.74	\$4,484.40

Please forward Purchase Order to: POApproved@acturesolutions.com

IMPORTANT

**PO's must reference both Acture Quote#, and
NCPA Contract Number NCPA 01-170**

Sub Total	\$12,072.52
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$12,072.52

Product and Services quoted are purchased under NCPA Contract Number NCPA 01-170. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf>. Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice

CONFIDENTIAL

**Acture Solutions, Inc.**

453 New Karner Road
Albany, NY 12205
(518) 377-4057

Quotation

Rensselaer County-2026 BPS Main Office

SOW # - 29764281

Date	Quote #
07/20/26	CSIQ9152

Prepared For:	Sales Representative:
John Cubit Rensselaer County 99 Troy Road East Greenbush, NY 12061 United States Phone: (518) 270-2780 Fax: Terms: Ship via:	Shaman Anderson Sales Operations Administrator andersons@acturesolutions.com

ID #	CPI	Item	Description	Qty	Unit Price	Ext. Price
1		R8Q70A	ARUBA 6200M 48G CL4 POE 4SFP+ SW PL-WB	2	\$7,666.20	\$15,332.40
2		H91L9E	ARUBA 3Y FOUNDATION CARE NBD EXCH 6200M 48G POE SVC PL-LS	2	\$2,123.27	\$4,246.54
3		JL086A#ABA	ARUBA X372 54VDC 680W PS US PL-WB	4	\$599.59	\$2,398.36

IMPORTANT PO's must reference

NCPA Contract Number NCPA 01-169

Please forward Purchase Order to: POApproved@acturesolutions.com

Sub Total	\$21,977.30
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$21,977.30

Product quoted is purchased under NCPA Contract Number NCPA 01-169. The services prices on this quotation are quoted per GSA Federal Supply Service Price List Schedule for Information Technology Services; Federal Supply Group 70; SIN 54151S IT Professional Services; Class D399; Contract Number: 47QTCA22D005T. This quote is valid for 15 days, thereafter, all prices and applicable charges are subject to change. This Quote is subject to Acture Solutions' standard commercial terms and conditions that are set forth in Acture Solutions' Master Services Agreement (MSSA) and the terms of any Statement of Work (SOW) attached hereto. Acceptance of this Quote constitutes unequivocal acceptance of the MSSA and SOW terms. By accepting this Quote, you also attest that you have had the opportunity to review such terms, ask any questions you may have, and that you accept all terms and conditions contained therein. The full text of Acture Solutions' standard commercial terms and conditions are located here:

<https://acturesolutions.com/wp-content/uploads/2025/01/Master-Support-Services-Agreement-Acture-Solutions.pdf> Acture Solutions does not accept or permit any Client modifications to this Quote. Any modification of this Quote including the addition or removal of any terms, items, quantities, etc. are rejected and shall be null and void and without any effect. All amounts due to Acture Solutions are due and payable upon receipt of the invoice.

RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date September 8, 2026

Resolution No. G/5

**RESOLUTION AUTHORIZING AN AGREEMENT WITH BOYS & GIRLS CLUBS OF THE CAPITAL
AREA FOR COMMUNITY PROGRAMMING FOR AREAS OF MOST RISK TOWARD VIOLENT CRIME
- DEPARTMENT OF PROBATION**

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

WHEREAS, Resolution G/288/26 authorized the acceptance of a grant award from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination ("GIVE") Partnership in the amount of \$255,629.00 for the period of July 1, 2026 through June 30, 2027; and

WHEREAS, Of the total grant award, \$30,000.00 has been earmarked for community programming, such programming to be provided by Boys & Girls Clubs of the Capital Area ("BGCCA"), 1700 Seventh Avenue, Troy, New York 12180; and

WHEREAS, BGCCA's targeted outreach program will serve at risk youth in their central Troy, New York location with youth being provided safe and structured activities every other Friday night with the program enabling youth to be off the streets and away from situations where they may be exposed to gun violence; and

WHEREAS, This programming will assist in building positive relationships, providing support and guidance as well as incorporating conflict resolution and anger management in the curriculum, and skill building lessons; and

WHEREAS, Said community program funding will be made available in budget appropriation code A.3140.04700.GIVEPROB.2026.04700 within both the 2026 and 2027 Rensselaer County Adopted Budgets; and

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

<u>DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION</u> <u>CODE</u>	<u>AMOUNT</u>
Community programming	Boys & Girls Club of the Capital Area 1700 Seventh Ave. Troy, NY 12180	A.3140.04700.GIVEPROB. 2026.04700	\$30,000.00

; 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 agreement, subject to the approval as to form by the Rensselaer County Attorney.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

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 Authorizing The County Executive To Enter into a Contract With The Boys and Girls Club Of The Capital Area, INC. For Community Programming-Department of Probation

Requested by: Probation

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 30,000.00 current year
_____ ongoing expenses per year

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

a) For federal funding: amount \$ 0.00 and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

b) For state funding: amount \$ 30,000.00 and length of time state funding is available one year. Is it available for ongoing expenses? Yes _____ or No x

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

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

e) Other (please explain) \$ _____

3) Is this expense or program mandated? Yes _____ No x

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

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: DCJS awarded the Probation Department \$255,629.00 in the GIVE grant to reduce gun violence. A portion of these funds will be utilized to contract with Community Programming, targeting the youth population most at risk. The Boys and Girls Club will host Friday Teen nights. The program will enable youth to be off the streets and away from situations where they may be exposed to gun violence. These programs will provide support and guidance and will incorporate conflict resolution and anger management as well as skill building.

Department Head

Kara Wohlleber

RENSSELAER COUNTY LEGISLATURE

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

At To: Contracts & Agreements

Committee

Date July 14, 2026

Resolution No. G/288/26

RESOLUTION AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF PROBATION

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

WHEREAS, The Rensselaer County Department of Probation has been awarded a grant from the New York State Division of Criminal Justice Services for the Gun Involved Violence Elimination (GIVE) Partnership in the amount of \$255,629.00 for the period of July 1, 2026 through June 30, 2027; and

WHEREAS, Of the total grant award, \$129,815.00 will be allocated within the 2026 Rensselaer County Adopted Budget, and the remainder will be allocated within the Department's 2027 budget; and

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

WHEREAS, The grant award will provide for program expenses including salary and fringe benefits for a Probation Officer (Field Intelligence Officer), other Probation Officers' overtime, personnel expenses related to cognitive behavioral interventions and related expenditures, employment programs, support programs targeting areas of most risk toward violent crime, and training; now, therefore, be it

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

RESOLVED, That the County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

GENERAL FUND REVENUE

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3140.33109 .GIVEPROB.2026.33109 Probation - GIVE Partnership Grant	\$ 0.00	\$129,815.00	\$129,815.00

GENERAL FUND APPROPRIATIONS

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.3140 Department of Probation			
.01007.GIVEPROB .2026.01007 Overtime	\$ 0.00	\$ 42,000.00	\$ 42,000.00
.01007.GIVEPROB .2026.01007 Probation Officer	\$ 0.00	\$ 43,458.00	\$ 43,458.00
.01007.GIVEPROB .2026.01007 On-call Stipend	\$ 0.00	\$ 642.00	\$ 642.00
.01007.GIVEPROB .2026.01007 GIVE Program Stipend	\$ 0.00	\$ 2,500.00	\$ 2,500.00
.01007.GIVEPROB .2026.01007 GIVE Employment Program	\$ 0.00	\$ 8,000.00	\$ 8,000.00
.04450.GIVEPROB .2026.04450 Rental - Equipment/Maintenance	\$ 0.00	\$ 1,500.00	\$ 1,500.00
.04540.GIVEPROB .2026.04540 Publications	\$ 0.00	\$ 750.00	\$ 750.00
.04560.GIVEPROB .2026.04560 Training	\$ 0.00	\$ 706.00	\$ 706.00
.04700.GIVEPROB .2026.04700 Program Expenditures	\$ 0.00	\$ 17,750.00	\$ 17,750.00

GENERAL FUND APPROPRIATIONS (continued)

<u>CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
.08008.GIVEPROB	\$ 0.00	\$ <u>12,509.00</u>	\$ 12,509.00
.2026.08008			
Employee Benefits			

TOTAL APPROPRIATIONS: \$129,815.00

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

July 14, 2026

Clerk of the Legislature

Sent to County Executive

Received from County Executive

Clerk of the Legislature



Executive Action

Approved ☒

Disapproved ☐

Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, Jessica L. Charette, Clerk of the Rensselaer County Legislature, do hereby CERTIFY that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 14th day of July, 2026 and that the same is a true and complete copy thereof. The original final resolution(s) is/are on file in my office, as of the 15th day of July, 2026 at 99 Troy Road, East Greenbush, New York.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 15th day of July, 2026.

Seal


Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York



Memorandum of Understanding
Troy, New York GIVE XIII

The Boys & Girls Club will be coordinating with the Rensselaer County Probation Department for GIVE XIII. Boys & Girls Clubs of the Capital Area will be responsible to do the following:

Friday Teen Night: For 20 sessions (about twice a month) from we are looking to keep our programs open on Friday nights. Offerings include both Teen Night and Family Night, ensuring we serve all segments of the community. Programming will:

1. **Provide Safe and Structured Activities:** By providing safe and structured activities for young people, which can help keep them off the streets and away from situations where they might be exposed to gun violence. By staying open longer hours, these programs can provide a safe and positive environment for youth during times when they might otherwise be unsupervised.
2. **Build Positive Relationships:** Our programs will also help young people build positive relationships with adults and peers. These relationships can provide support and guidance, which can be particularly important for youth who may not have positive role models or support systems at home.
3. **Provides Opportunities for Skill Building:** BGCCA programs provide opportunities for young people to build important life skills such as leadership, communication, and teamwork. By staying open longer hours, these programs can provide more time for skill-building activities and help young people develop the skills they need to succeed in school, work, and life.
4. **Offers Alternatives to Gun Violence:** Finally, youth programs can offer alternatives to gun violence by providing young people with positive outlets for their energy and emotions. By offering activities such as sports, music, art, and community service, these programs can help young people channel their energy into positive pursuits rather than turning to gun violence to express themselves.

By providing safe and structured activities, building positive relationships, providing opportunities for skill building, and offering alternatives to gun violence, youth programs can help keep young people safe and help them succeed in life. Funding will be allocated building and program maintenance, including utilities, commercial insurance, and gym refurbishing.

Name: Patrick Doyle
Position: Chief Executive Officer
Date: 7/17/2026

Signature:

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date September 8, 2026

Resolution No. G/13

RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - PUBLIC DEFENDER, CONFLICT DEFENDER AND PUBLIC ADMINISTRATOR

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

WHEREAS, Resolution G/24/24 authorized the acceptance of a grant award from New York State Office of Indigent Legal Services (Counsel at First Appearance - Distribution #4 - Contract Number CAFA438) in the total amount of \$638,529.33 for the period from January 1, 2023 through December 31, 2025; and

WHEREAS, Resolution G/158/26 authorized the extension of this grant to December 31, 2026; and

WHEREAS, There are unexpended monies for the Office of the Public Defender, the Office of the Conflict Defender, and the Office of the Public Administrator; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts, which need to be budgeted within 2026; and

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

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

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1175.30250 CFA.D4Y4.30250 Indigent Legal Services	\$ 57,478.00	\$ 212,843.00	\$270,321.00

2026 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC DEFENDER			
A.1170.01007 CFA.D4Y4.PD 01007			
Assistant Public Defender	\$ 167.00	\$ 21,840.00	\$ 22,007.00
A.1170.01007 CFA.D4Y4.PD 01007			
Stipends	\$ 2,861.00	\$ 76,700.00	\$ 79,561.00
A.1170.02100 CFA.D4Y4.PD 02100			
Furniture	\$ 1,472.00	\$ 750.00	\$ 2,222.00
A.1170.02400 CFA.D4Y4.PD 02400			
Other Equipment	\$ 78.00	\$ 500.00	\$ 578.00
A.1170.04900 CFA.D4Y4.PD 04900			
Professional Services	\$ 14,096.00	\$ 20,000.00	\$ 34,096.00
A.1170.04902 CFA.D4Y4.PD 04902			
Expert Testimony	\$ 10,675.00	\$ 8,000.00	\$ 18,675.00
A.1170.08003 CFA.D4Y4.PD 08003			
Social Security	\$ 174.00	\$ 7,538.00	\$ 7,712.00
CONFLICT DEFENDER			
A.1174.01007 CFA.D4Y4.CD 01007			
Assistant Conflict Defender	\$ 0.00	\$ 21,840.00	\$ 21,840.00
A.1174.01007 CFA.D4Y4.CD 01007			
Stipends	\$ 5,105.00	\$ 38,500.00	\$ 43,605.00
A.1174.02100 CFA.D4Y4.CD 02100			
Furniture	\$ 1,633.00	\$ 1,000.00	\$ 2,633.00
A.1174.02400 CFA.D4Y4.CD 02400			
Other Equipment	\$ 0.00	\$ 500.00	\$ 500.00
A.1174.04900 CFA.D4Y4.CD 04900			
Professional Services	\$ 5,028.00	\$ 3,750.00	\$ 8,778.00
A.1174.04902 CFA.D4Y4.CD 04902			
Expert Testimony	\$ 500.00	\$ 1,250.00	\$ 1,750.00
A.1174.08003 CFA.D4Y4.CD 08003			
Social Security	\$ 4,500.00	\$ 4,616.00	\$ 9,116.00
A.1174.08008 CFA.D4Y4.CD 08008			
Employee Benefits	\$ 4,689.00	\$ 2,809.00	\$ 7,498.00
PUBLIC ADMINISTRATOR			
A.1175.04010 CFA.D4Y4.PA 04010			
Travel	\$ 500.00	\$ 250.00	\$ 750.00
A.1175.04900 CFA.D4Y4.PA 04900			
Professional Services	\$ 1,400.00	\$ 700.00	\$ 2,100.00
A.1175.04902 CFA.D4Y4.PA 04902			
Expert Testimony	\$ 600.00	\$ 300.00	\$ 900.00

2026 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC ADMINISTRATOR			
A.1175.04907 CFA.D4Y4.PA 04907			
Special Counsel	\$ 4,000.00	\$ 2,000.00	\$ 6,000.00
TOTAL:	\$ 57,478.00	\$ 212,843.00	\$270,321.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

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 2026 Rensselaer County Adopted Budgets - Public Defender, Conflict Defender and Public Administrator

Requested by: Public Defender, Conflict Defender and Public Administrator

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$ 212,843.00 current year
_____ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): Funding is from the New York State Office of Indigent Legal Services
 - a) For federal funding: amount \$ _____ and length of time federal funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____
 - b) For state funding: amount \$ 212,843.00 and length of time state funding is available through December 31, 2026. 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 \$ _____
 - e) Other (please explain) \$ _____
- 3) Is this expense or program mandated? Yes X No _____
- 4) Length of expense or project (one time only, ongoing, etc.): Funding is through December 31, 2026
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: This is a request to amend the FY2026 budget to increase the 2026 Rensselaer County Adopted Budget by \$212,843.00, as contained in the original awarded contract, so the funds can be expended in 2026.

Department Head

John Turi, Sandra McCarthy and Joel Abelow

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date April 14, 2026

Resolution No. G/158/26

**RESOLUTION AUTHORIZING EXTENSION OF A GRANT AWARD FROM THE NEW YORK STATE
OFFICE OF INDIGENT LEGAL SERVICES AND AMENDING THE 2025 AND 2026
RENSSELAER COUNTY ADOPTED BUDGETS - PUBLIC DEFENDER, CONFLICT DEFENDER
AND PUBLIC ADMINISTRATOR**

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

WHEREAS, Resolution G/24/24 authorized the acceptance of a grant award from the New York State Office of Indigent Legal Services (Counsel at First Appearance - Distribution #4 - Contract Number CAFA438) in the amount of \$638,529.33 for the period of January 1, 2023 through December 31, 2025; and

WHEREAS, The New York State Office of Indigent Legal Services has authorized a twelve (12) month extension to December 31, 2026 for the Counsel at First Appearance - Distribution #4 contract; and

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

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

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above-referenced grant award extension, together with any and all documents for such grant award, including any and all no-cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2025 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2025 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1175.30250 CFA.D4Y3.30250 Indigent Legal Services	\$243,597.00	\$(57,478.00)	\$186,119.00

2025 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC DEFENDER			
A.1170.01007 CFA.D4Y3.PD 01007			
Assistant Public Defender	\$ 21,924.00	\$ (167.00)	\$ 21,757.00
A.1170.01007 CFA.D4Y3.PD 01007			
Stipends	\$ 79,093.00	\$ 2,139.00	\$ 81,232.00
A.1170.02100 CFA.D4Y3.PD 02100			
Furniture	\$ 1,472.00	\$ (1,472.00)	\$ 0.00
A.1170.02400 CFA.D4Y3.PD 02400			
Other Equipment	\$ 500.00	\$ (78.00)	\$ 422.00
A.1170.04900 CFA.D4Y3.PD 04900			
Professional Services	\$ 25,983.00	\$ (14,096.00)	\$ 11,887.00
A.1170.04902 CFA.D4Y3.PD 04902			
Expert Testimony	\$ 16,000.00	\$ (16,000.00)	\$ 0.00
A.1170.08003 CFA.D4Y3.PD 08003			
Social Security	\$ 7,727.00	\$ 151.00	\$ 7,878.00
CONFLICT DEFENDER			
A.1174.01007 CFA.D4Y3.CD 01007			
Assistant Conflict Defender	\$ 21,924.00	\$ (167.00)	\$ 21,757.00
A.1174.01007 CFA.D4Y3.CD 01007			
Stipends	\$ 40,986.00	\$ (5,105.00)	\$ 35,881.00
A.1174.02100 CFA.D4Y3.CD 02100			
Furniture	\$ 2,000.00	\$ (1,633.00)	\$ 367.00
A.1174.02400 CFA.D4Y3.CD 02400			
Other Equipment	\$ 1,000.00	\$ (1,000.00)	\$ 0.00
A.1174.04900 CFA.D4Y3.CD 04900			
Professional Services	\$ 5,558.00	\$ (5,028.00)	\$ 530.00
A.1174.04902 CFA.D4Y3.CD 04902			
Expert Testimony	\$ 2,500.00	\$ (2,500.00)	\$ 0.00
A.1174.08003 CFA.D4Y3.CD 08003			
Social Security	\$ 4,812.00	\$ (404.00)	\$ 4,408.00
A.1174.08008 CFA.D4Y3.CD 08008			
Employee Benefits	\$ 5,618.00	\$ (5,618.00)	\$ 0.00
PUBLIC ADMINISTRATOR			
A.1175.04010 CFA.D4Y3.PA 04010			
Travel	\$ 500.00	\$ (500.00)	\$ 0.00
A.1175.04900 CFA.D4Y3.PA 04900			
Professional Services	\$ 1,400.00	\$ (1,400.00)	\$ 0.00
A.1175.04902 CFA.D4Y3.PA 04902			
Expert Testimony	\$ 600.00	\$ (600.00)	\$ 0.00

2025 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC ADMINISTRATOR			
A.1175.04907 CFA.D4Y3.PA 04907			
Special Counsel	\$ 4,000.00	\$ (4,000.00)	\$ 0.00
TOTAL 2025 GENERAL FUND APPROPRIATIONS:		\$ (57,478.00)	

; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and hereby is amended as follows:

2026 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
A.1175.30250 CFA.D4Y4.30250			
Indigent Legal Services	\$212,843.00	\$ 57,478.00	\$270,321.00

2026 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
PUBLIC DEFENDER			
A.1170.01007 CFA.D4Y4.PD 01007			
Assistant Public Defender	\$ 21,840.00	\$ 167.00	\$ 22,007.00
A.1170.01007 CFA.D4Y4.PD 01007			
Stipends-CFA Stipends	\$ 76,700.00	\$ 2,861.00	\$ 79,561.00
A.1170.02100 CFA.D4Y4.PD 02100			
Furniture	\$ 750.00	\$ 1,472.00	\$ 2,222.00
A.1170.02400 CFA.D4Y4.PD 02400			
Other Equipment	\$ 500.00	\$ 78.00	\$ 578.00
A.1170.04900 CFA.D4Y4.PD 04900			
Professional Services	\$ 20,000.00	\$ 14,096.00	\$ 34,096.00
A.1170.04902 CFA.D4Y4.PD 04902			
Expert Testimony	\$ 8,000.00	\$ 10,675.00	\$ 18,675.00
A.1170.08003 CFA.D4Y4.PD 08003			
Social Security	\$ 7,538.00	\$ 174.00	\$ 7,712.00
CONFLICT DEFENDER			
A.1174.01007 CFA.D4Y4.CD 01007			
Assistant Conflict Defender	\$ 21,840.00	\$ 0.00	\$ 21,840.00

2026 GENERAL FUND APPROPRIATIONS (CONTINUED)

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
CONFLICT DEFENDER			
A.1174.01007 CFA.D4Y4.CD 01007			
Stipends-CFA Stipends	\$ 38,500.00	\$ 5,105.00	\$ 43,605.00
A.1174.02100 CFA.D4Y4.CD 02100			
Furniture	\$ 1,000.00	\$ 1,633.00	\$ 2,633.00
A.1174.02400 CFA.D4Y4.CD 02400			
Other Equipment	\$ 500.00	\$ 0.00	\$ 500.00
A.1174.04900 CFA.D4Y4.CD 04900			
Professional Services	\$ 3,750.00	\$ 5,028.00	\$ 8,778.00
A.1174.04902 CFA.D4Y4.CD 04902			
Expert Testimony	\$ 1,250.00	\$ 500.00	\$ 1,750.00
A.1174.08003 CFA.D4Y4.CD 08003			
Social Security	\$ 4,616.00	\$ 4,500.00	\$ 9,116.00
A.1174.08008 CFA.D4Y4.CD 08008			
Employee Benefits	\$ 2,809.00	\$ 4,689.00	\$ 7,498.00
PUBLIC ADMINISTRATOR			
A.1175.04010 CFA.D4Y4.PA 04010			
Travel	\$ 250.00	\$ 500.00	\$ 750.00
A.1175.04900 CFA.D4Y4.PA 04900			
Professional Services	\$ 700.00	\$ 1,400.00	\$ 2,100.00
A.1175.04902 CFA.D4Y4.PA 04902			
Expert Testimony	\$ 300.00	\$ 600.00	\$ 900.00
A.1175.04907 CFA.D4Y4.PA 04907			
Special Counsel	\$ 2,000.00	\$ 4,000.00	\$ 6,000.00
TOTAL 2026 GENERAL FUND APPROPRIATIONS:		\$ 57,478.00	

Resolution **ADOPTED** by the following vote:

Ayes: 17

Nays: 0

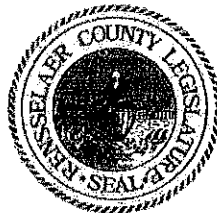
Abstain: 0

April 14, 2026

Clerk of the Legislature

Sent to County Executive 4/15/26Received from County Executive 4/16/26

Clerk of the Legislature



Executive Action

Approved ☒ Date 4/16/26Disapproved ☐

Veto Message Attached and Returned to Clerk

County Executive



**RENSSELAER COUNTY
PUBLIC DEFENDER'S OFFICE**

Steven F. McLaughlin
County Executive

John C. Turi
Public Defender

To: Nicholas Blais, Director of Budget, Bureau of Budget and
Office of the Rensselaer County Attorney

CC: John C. Turi, Public Defender

From: Jennifer Colvin
Grants Data Manager, Public Defender's Office

Date: August 3, 2026

Re: Explanation for the September 8, 2026 Resolution to Amend the Fiscal Year 2026
Rensselaer County Adopted Budgets for Counsel at First Appearance - Distribution #4 –
Contract Number CAFA438
Project Code CFA.D4Y4

Towards the end of my (Jennifer Colvin) training with Stacey Farrar last year, on June 24, 2025, we briefly covered Appendix A training. On July 31, 2025 I emailed Nick Blais the Fiscal Year 2026 Appendix A's for Distribution #14 and (HH) Hurrell-Harring Statewide Expansion-Dist. #2 grant's, however, Stacey and I overlooked working on and submitting the Fiscal Year 2026 Appendix A for Counsel at First Appearance-Dist. #4 grant budget for \$212,843.00 to be applied to Project Code CFA.D4Y4. This grant term end date is December 31, 2026 and will not be extended into 2027. Currently Project Code CFA.D4Y4 total budget amount for Year-to-Date and Life-to-Date for Fiscal Year 2026 summaries (per New World - Financial Management / Inquiries / Project Accounting / Projects path) shows a budget of \$57,478.00 which is derived from Resolution No. G/158/26 on April 14, 2026. Therefore, the Public Defender's Office is submitting this Resolution for the September 8th Legislative Meeting to apply \$212,843.00 for the current Fiscal Year 2026 Budget on Project Code CFA.D4Y4. The following pages are the original contact for the Fourth Counsel at First Appearance grant for additional reference.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210	BUSINESS UNIT/DEPT. ID: OLS01 1350200 CONTRACT NUMBER: CAFA438 CONTRACT TYPE: ☒ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Rensselaer, County of	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME:	PROJECT NAME: Fourth Counsel at First Appearance
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002434 Federal Tax ID Number: 14-6002569 DUNS Number (if applicable):	AGENCY IDENTIFIER: CFDA NUMBER (Federally funded grants only):
CONTRACTOR PRIMARY MAILING ADDRESS: Office of the Rensselaer County Attorney Rensselaer County Court House 80 Second Street Troy, NY 12180 CONTRACTOR PAYMENT ADDRESS: ☐ Check if same as primary mailing address Rensselaer County Bureau of Finance Ned Pattison County Government Center 1600 Seventh Avenue Troy, NY 12180 CONTRACTOR MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 380100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: CAFA438

Page 1 of 2

Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: January 1, 2023 To: December 31, 2025 CURRENT CONTRACT PERIOD: AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i> CURRENT: \$638,529.33 AMENDED: FUNDING SOURCE(S): ☒ State ☐ Federal ☐ Other
---	--

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: CAFA438

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

CONTRACTOR:

Rensselaer County

By: *Steven F. McLaughlin*

Steven F. McLaughlin

Printed Name

Title: County Executive

Date: 2/27/24

STATE AGENCY:

NYS Office of Indigent Legal Services

By: *Patricia J. Warth*

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

Date: 3/14/2024

MICHELLE T. BURTON
NOTARY PUBLIC STATE OF NEW YORK
QUALIFIED IN RENSSELAER COUNTY
REGISTRATION NO. 01BU6224014
MY COMMISSION EXPIRES JUNE 17, 2026

STATE OF NEW YORK

County of Rensselaer

On the 27 day of February, 2024, before me personally appeared Steven F. McLaughlin, to me known, who being by me duly sworn, did depose and say that he/~~she~~ resides at Rensselaer County, that he/~~she~~ is the County Executive of the County of Rensselaer, 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) *Michelle T. Burton*

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

Printed Name

Title: _____

Date: _____

APPROVED

DEPT. OF AUDIT & CONTROL

Mar 20 2024

Chris Richards

FOR THE STATE COMPTROLLER

Contract Number: CAFA438
Page 1 of 1
Master Contract for Grants, Signature Page

MAR 06 2024

RECEIVED

Approved by the
Rensselaer County Bureau of Budget
Nicholas J. Blais
Nicholas J. Blais
Director of Budget

APPROVED AS TO FORM

SK
Carl J. Kempf III
Rensselaer County Attorney
Date: 3/14/24

Attahi, Wahidullah (ILS)

From: Maggi, Benjamin <Benjamin.Maggi@ag.ny.gov>
Sent: Monday, March 18, 2024 9:21 AM
To: Attahi, Wahidullah (ILS); Contract Approval
Cc: ogs.sm.APOGrantsUnit; Courcelle, Matthew (OGS)
Subject: Approved - RE: ILS - CAFA438 - Rensselaer County

You don't often get email from benjamin.maggi@ag.ny.gov. [Learn why this is important](#)

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Approved as to Form: 3/18/2024 by Benjamin Maggi
Received: 3/15/2024

OAG: CAS please file and enter. "G" Amount: 638,529.33

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

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

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From: Attahi, Wahidullah (ILS) <Wahidullah.Attahi@ils.ny.gov>
Sent: Friday, March 15, 2024 11:12 AM
To: Contract Approval <contractapproval@ag.ny.gov>
Cc: ogs.sm.APOGrantsUnit <APOGrantsUnit@ogs.ny.gov>; Courcelle, Matthew (OGS) <Matthew.Courcelle@ogs.ny.gov>
Subject: ILS - CAFA438 - Rensselaer County

[EXTERNAL]

Dear Sir or Madam:

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

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

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

Sincerely,



Wahidullah Attahi

Contract Manager

New York State Office of Indigent Legal Services

80 South Swan Street, A.E. Smith Building 11th Floor

Suite 1147, Albany, NY 12210 | www.ils.ny.gov

Office: (518) 486-6447 | Wahidullah.Attahi@ils.ny.gov

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

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

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

C. Order of Precedence:

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

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

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

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

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

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

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

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

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

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

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

J. Notice:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

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

B. Subcontractors:

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

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

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

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

⁹ Not applicable to not-for-profit entities.

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

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

FOURTH COUNSEL AT FIRST APPEARANCE

I. Notices

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

Notification to ILS:

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

Notification to County:

Carl J. Kempf, III
Rensselaer County Attorney
Ned Pattison County Government Center
1600 Seventh Avenue
Troy, NY 12180
(518) 265-7268
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 or state funds, such funds actually provided by ILS shall be returned to ILS by County.

ATTACHMENT B-1

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

COUNTY OF RENSSELAER

Total Contract Amount: \$638,529.33

Budget Expenditure Item	Year 1 1/1/23 - 12/31/23	Year 2 1/1/24 - 12/31/24	Year 3 1/1/25 - 12/31/25
OFFICE OF THE PUBLIC DEFENDER			
PERSONNEL:			
(PT) Assistant Public Defender (15 hrs./wk.) - Salary	\$21,840.00	\$21,840.00	\$21,840.00
(PT) Assistant Public Defender (15 hrs./wk.) - Fringe	\$1,670.78	\$1,670.78	\$1,670.78
PD "On-Call" Program - Stipends	\$76,700.00	\$76,700.00	\$76,700.00
PD "On-Call" Program - Fringe	\$5,867.55	\$5,867.55	\$5,867.55
Subtotal Personnel	\$106,078.33	\$106,078.33	\$106,078.33
Contracted/Consultant:			
Specialized Services	\$28,000.00	\$28,000.00	\$28,000.00
Subtotal Contracted/Consultant	\$28,000.00	\$28,000.00	\$28,000.00
OTPS:			
Office Supplies, Equipment, and Furniture	\$750.00	\$750.00	\$750.00
CMS / Software / Data Storage	\$500.00	\$500.00	\$500.00
Subtotal OTPS	\$1,250.00	\$1,250.00	\$1,250.00
PUBLIC DEFENDER TOTAL	\$135,328.33	\$135,328.33	\$135,328.33
CONFLICT DEFENDER'S OFFICE			
PERSONNEL:			
(PT) Assistant Conflict Defender (15 hrs./wk.) - Salary	\$21,840.00	\$21,840.00	\$21,840.00
(PT) Assistant Conflict Defender (15 hrs./wk.) - Fringe	\$4,479.53	\$4,479.53	\$4,479.53
CD "On-Call" Program - Stipends	\$38,500.00	\$38,500.00	\$38,500.00
CD "On-Call" Program - Fringe	\$2,945.25	\$2,945.25	\$2,945.25
Subtotal Personnel	\$67,764.78	\$67,764.78	\$67,764.78
Contracted/Consultant:			
Specialized Services	\$5,000.00	\$5,000.00	\$5,000.00
Subtotal Contracted/Consultant	\$5,000.00	\$5,000.00	\$5,000.00

Budget Expenditure Item	Year 1 1/1/23 - 12/31/23	Year 2 1/1/24 - 12/31/24	Year 3 1/1/25 - 12/31/25
CONFLICT DEFENDER'S OFFICE			
OTPS:			
Office Supplies, Equipment, and Furniture	\$1,000.00	\$1,000.00	\$1,000.00
CMS / Software / Data Storage	\$500.00	\$500.00	\$500.00
Subtotal OTPS	\$1,500.00	\$1,500.00	\$1,500.00
CONFLICT DEFENDER TOTAL	\$74,264.78	\$74,264.78	\$74,264.78
COUNTY ATTORNEY/ASSIGNED COUNSEL PLAN			
Contracted/Consultant:			
Attorneys for First Appearances/Arraignments	\$2,000.00	\$2,000.00	\$2,000.00
Specialized Services	\$1,000.00	\$1,000.00	\$1,000.00
Subtotal Contracted/Consultant	\$3,000.00	\$3,000.00	\$3,000.00
OTPS:			
Travel / Mileage	\$250.00	\$250.00	\$250.00
Subtotal OTPS	\$250.00	\$250.00	\$250.00
COUNTY ATTORNEY/ASSIGNED COUNSEL PLAN TOTAL	\$3,250.00	\$3,250.00	\$3,250.00
Totals for Public Defender, Conflict Defender, and Assigned Counsel Plan	\$212,843.11	\$212,843.11	\$212,843.11
THREE-YEAR TOTAL	\$638,529.33		

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

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

Office of the Public Defender

Task #1

Provide funding for a part-time Assistant Attorney position, paid at a rate of \$28/hour, to appear in Troy City Court every Wednesday morning and cover all Troy and Rensselaer City Court weekday and late-night arraignments (after 11:00 p.m.) that take place when court is not in regular session. This attorney also covers all weekday late night and weekend late night arraignments (11:00 p.m. – to 8:30 a.m.) in the project courts and, when necessary, meets with clients held in the county jail or any other detention location.

Performance Measure:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Public Defender, Rensselaer County

Task #2

Provide funding for Public Defender Staff Attorney stipends to continue a rotating “On-Call” Attorney position. The “On-Call” Attorneys will be paid \$32.50/hour to be available Monday through Friday from 5:00 p.m. to 11:00 p.m. and on Saturday and Sunday from 8:30 a.m. to 11:00 p.m. for first appearances in the pilot project courts during the “On-Call” rotation. Funding also includes a “chief attorney” to be paid at a rate of \$65/hour to not only perform (3) weeks of the “On-Call” rotation, but also supervise staff attorneys; manage all aspects of the

Public Defender's portion of the grant; and provide back-up to the daytime arraignment attorney on weekdays

Performance Measure:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Public Defender, Rensselaer County

Task #3

Provide funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case including associated travel and mileage expenses; at the standard IRS mileage rates. Funds may also be used for transcription services of up to \$5.25 per page. The Public Defender's Office may approve a higher rate when necessary to ensure access to qualified services.

Performance Measure:

- Number of cases in which specialized services were utilized
- Impact on outcome of cases in which specialized services were utilized

Program Location:

- Office of the Public Defender, Rensselaer County

Task #4

Provide funding to support expenses including office furniture, office supplies, postage, computers, tablets, smartphones (cell phones) and any associated data plans; desk phones and associated landline charges; copies, printers, and any associated service agreements, CMS, technology, and software expenses.

Performance Measures:

- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload

- Improved efficiency and quality of legal research

Program Location:

- Office of the Public Defender, Rensselaer County

Office of the Conflict Defender

Task #5

Provide continued funding for a part-time Assistant Attorney position, paid at a rate of \$28/hour, to be available for arraignments in Troy City Court (Monday through Friday), travel to Rensselaer City Court for daytime arraignments in addition to attending all weekday daytime arraignments in the project courts and such other arraignments as directed by the Chief Conflict Defender. This position will also meet with clients held in the county jail or other detention locations and manage the Counsel at First Appearance schedule and phones system, collect Counsel at First Appearance data sheets, and participate in two (2) weeks of the weeknight and weekend “on-call” rotation.

Performance Measure:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #6

Provide funding for Conflict Defender Staff Attorney stipends to fund four rotating “On-Call” Attorney positions. Each of the four “On-Call” Attorneys will be paid \$35/hour to be available weeknights and weekends for first appearances in the pilot project courts during the “On-Call” rotation for ten weeks every year. Funding also includes a “chief attorney” to be paid at a rate of \$40/hour to not only perform (3) weeks of the “On-Call” rotation, but also supervise staff attorneys; manage all aspects of the Public Defender’s portion of the grant; and provide back-up to the daytime arraignment attorney on weekdays

Performance Measures:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #7

Provide funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case including associated travel and mileage expenses; at the standard IRS mileage rates. Funds may also be used for transcription services of up to \$5.25 per page. The Conflict Defender's Office may approve a higher rate when necessary to ensure access to qualified services.

Performance Measure:

- Number of cases in which specialized services were utilized
- Impact on outcome of cases in which specialized services were utilized

Program Location:

- Office of the Conflict Defender, Rensselaer County

Task #8

Provide funding to support expenses including office furniture, office supplies, postage, computers, tablets, smartphones (cell phones) and any associated data plans; desk phones and associated landline charges; copies, printers, and any associated service agreements, CMS, technology, and software expenses.

Performance Measures:

- Better utilization of new technologies and existing resources to more efficiently manage increasing caseload
- Improved efficiency and quality of legal research

Program Location:

- Office of the Conflict Defender, Rensselaer County

County Attorney / Assigned Counsel Plan

Task #9

Provide funding for Assigned Counsel Plan panel attorneys to provide representation at first appearances/arraignments when the Public Defender and Conflict Defender are conflicted out of a case. Panel attorneys will be paid the statutory rate, which is currently \$158/hour.

Performance Measures:

- Number of clients who are represented at their first appearance because of this program.
- Increase in quality and timeliness of representation provided to clients

Program Location:

- County Attorney/Assigned Counsel Plan, Rensselaer County

Task #10

Provide funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case including associated travel and mileage expenses; at the standard IRS mileage rates. Funds may also be used for transcription services of up to \$5.25 per page. The Assigned Counsel Plan may approve a higher rate when necessary to ensure access to qualified services.

Performance Measure:

- Number of cases in which specialized services were utilized
- Impact on outcome of cases in which specialized services were utilized

Program Location:

- County Attorney/Assigned Counsel Plan, Rensselaer County

Task #11

Provide funding for panel attorney travel to and from court appearances, to be reimbursed at the standard IRS mileage rates.

Performance Measures:

- Impact of case outcomes as a result of travel

Program Location:

- County Attorney/Assigned Counsel Plan, Rensselaer County

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

FOURTH COUNSEL AT FIRST APPEARANCE

I. PAYMENT PROVISIONS

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☒ **Quarterly Reimbursement**

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

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

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

II. REPORTING PROVISIONS

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

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

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

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

TABLE I – REPORTING SCHEDULE

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

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety Committee Date September 8, 2026

Resolution No. G/14

**RESOLUTION AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET
- DISTRICT ATTORNEY**

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

WHEREAS, Resolution G/458/25 authorized a one-year extension of the 2022-2025 grant award in the amount of \$330,818.82, from the New York State Office of Victim Services for the period of October 1, 2025 through September 30, 2026; and

WHEREAS, Resolution G/101/26 amended the 2025 and 2026 Rensselaer County Adopted Budgets rolling the remaining funds from 2025 into 2026; and

WHEREAS, During the fiscal year 2026, the Office of the District Attorney did not expend all the funds received; and

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

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

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2026 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPT</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
<u>ION</u>				
DISTRICT				
ATTORNEY				
Personnel				
Services				
Victim Assistant				
Program Director				
A.1168.01007	OVS.D3Y4.01007	\$72,733.00	\$(1,453.00)	\$71,280.00

Victim Liaison II					
A.1168.01007	OVS.D3Y4.01007	\$45,687.00	\$ (184.00)	\$45,503.00	
Victim Liaison					
A.1168.01007	OVS.D3Y4.01007	\$39,421.00	\$ (163.00)	\$39,258.00	
Victim Liaison					
A.1168.01007	OVS.D3Y4.01007	\$39,421.00	\$ (31,421.00)	\$ 8,000.00	
OVS Stipend	OVS.D3Y4.01007	\$ 0.00	\$ 18,626.00	\$18,626.00	
Travel					
A.1168.04010	OVS.D3Y4.04010	\$ 5,000.00	\$ (4,900.00)	\$ 100.00	
Telephone					
A.1168.04300	OVS.D3Y4.04300	\$ 1,604.00	\$ (343.00)	\$ 1,261.00	
Equipment					
A.1168.02400	OVS.D3Y4.02400	\$10,000.00	\$ (1,565.00)	\$ 8,435.00	
Office Supplies	OVS.D3Y4.04550	\$ 1,500.00	\$ (1,109.00)	\$ 391.00	
A.1168.04550					
Program Expenditures					
A.1168.04700	OVS.D3Y4.04700	\$13,850.00	\$ (6,514.00)	\$ 7,336.00	
Employee Benefits					
A.1168.08008	OVS.D3Y4.08008	<u>\$31,582.00</u>	<u>\$ 29,026.00</u>	<u>\$60,608.00</u>	
TOTAL:		\$260,798.00	\$ 0.00	\$260,798.00	

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

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 2026 RENSSELAER COUNTY ADOPTED BUDGET – DISTRICT ATTORNEY**

Requested by _____ District Attorney _____

Sponsor(s): _____

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$260,798.00 current year
\$ 0.00 ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): New York State Office of Victim Services
 - a) For federal funding: amount of \$ 0 and length of time federal funding is available October 1, 2025 – September 30, 2026. Is it available for ongoing expenses? Yes _____ or No x
 - b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ 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.): Office of Victim Services funded through September 30, 2026.
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided:

Department Head

Mary Pat Donnelly

RENSSELAER COUNTY LEGISLATURE

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

S To: Contracts & Agreements

Committee

Date December 9, 2025

Resolution No. G/458/25

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES AND AMENDING THE 2025 RENSSELAER COUNTY ADOPTED BUDGET - DISTRICT ATTORNEY

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

WHEREAS, Resolution G/348/25 authorized the acceptance of a grant award from the New York State Office of Victim Services ("NYS OVS") for the period October 1, 2025 through September 30, 2028; and

WHEREAS, The award has been rescinded and NYS OVS has granted a one-year extension to the previous 3-year grant; and

WHEREAS, The extension award amount allocated for October 1, 2025 through September 30, 2026 is \$330,818.82 (approximately 25% of the grant monies to be placed in the 2025 budget and the remainder to be placed in the 2026 budget); and

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

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

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

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above referenced grant award, together with any and all documents for such grant award, including any and all no cost extensions of such grant award, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2025 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2025 GENERAL FUND REVENUE

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
A.1168.30311	OVS.D4Y1.30311	\$85,287.00	(\$85,287.00)	\$0.00

2025 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
Personnel Services				
On-call Stipend				
A.1168.01007	OVS.D4Y1.01007	\$250.00	(\$250.00)	\$0.00
Victim Liaison II				
A.1168.01007	OVS.D4Y1.01007	\$14,957.00	(\$14,957.00)	\$0.00
Victim Assistant Program Director				
A.1168.01007	OVS.D4Y1.01007	\$23,422.00	(\$23,422.00)	\$0.00
Victim Liaison				
A.1168.01007	OVS.D4Y1.01007	\$12,904.00	12,904.00 (\$14,957.00)	\$0.00
Victim Liaison				
A.1168.01007	OVS.D4Y1.01007	\$12,904.00	(\$12,904.00)	\$0.00
Telephone				
A.1168.04300	OVS.D4Y1.04300	\$488.00	(\$488.00)	\$0.00
Program Expenditures				
A.1168.04700	OVS.D4Y1.04700	\$2,500.00	(\$2,500.00)	\$0.00
Employee Benefits				
A.1168.08008	OVS.D4Y1.08008	\$17,862.00	(\$17,862.00)	\$0.00
TOTAL APPROPRIATIONS:		\$85,287.00	(\$85,287.00)	\$0.00

2025 GENERAL FUND REVENUE

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
A.1168.30311	OVS.D3Y4.30311	\$0.00	\$85,287.00	\$85,287.00

2025 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
Personnel Services				
On-call Stipend A.1168.01007	OVS.D3Y4.01007	\$0.00	\$ 250.00	\$ 250.00
Victim Liaison II A.1168.01007	OVS.D3Y4.01007	\$0.00	\$14,957.00	\$14,957.00
Victim Assistant Program Director A.1168.01007	OVS.D3Y4.01007	\$0.00	\$23,422.00	\$23,422.00
Victim Liaison A.1168.01007	OVS.D3Y4.01007	\$0.00	\$12,904.00	\$12,904.00
Victim Liaison A.1168.01007	OVS.D3Y4.01007	\$0.00	\$12,904.00	\$12,904.00
Telephone A.1168.04300	OVS.D3Y4.04300	\$0.00	\$ 488.00 ✓	\$ 488.00
Program Expenditures A.1168.04700	OVS.D3Y4.04700	\$0.00	\$ 2,500.00 ✓	\$ 2,500.00
Employee Benefits A.1168.08008	OVS.D3Y4.08008	\$0.00	\$17,862.00	\$17,862.00
TOTAL APPROPRIATIONS:			\$85,287.00	\$85,287.00

Resolution ADOPTED by the following vote:

Ayes: 19

Nays: 0

Abstain: 0

December 9, 2025

Clerk of the Legislature

Sent to County Executive 12/10/25Received from County Executive 12/10/25

Clerk of the Legislature



Executive Action

Approved ☒Date 12/10/25Disapproved ☐

Veto Message Attached and Returned to Clerk

 A handwritten signature, likely of the County Executive, is written over the text.

County Executive

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Maloney, Weaver

Sent To: Judiciary & Public Safety

Committee

Date March 10, 2026

Resolution No. G/101/26

RESOLUTION AMENDING THE 2025 AND 2026 RENSSELAER COUNTY ADOPTED BUDGETS - DISTRICT ATTORNEY

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

WHEREAS, Resolution G/458/25 authorized a one-year contract extension from the NYS Office of Victim Services for the period October 1, 2025 through September 30, 2026; and

WHEREAS, Resolution G/458/25 allocated \$85,287.00 to be placed in the 2025 budget and the remainder was to be placed in the 2026 budget; and

WHEREAS, The Rensselaer County District Attorney's Office did not expend all of the funds placed in the 2025 budget; and

WHEREAS, The following lists the amount of funds remaining in each of the original accounts which need to be rolled over into the 2026 adopted budget; 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 2025 Rensselaer County Adopted Budget shall be and is hereby amended as follows:

2025 GENERAL FUND REVENUE

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
A.1168.30311	OVS.D3Y4.30311	\$85,287.00	(\$16,016.00)	\$69,271.00

2025 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
Personnel Services				
Victim Assistant				
Program Director				
A.1168.01007	OVS.D3Y4.01007	\$23,422.00	\$ 4.00	\$23,426.00
Victim Liaison				
A.1168.01007	OVS.D3Y4.01007	\$12,904.00	(\$12,904.00)	\$ 0.00
Telephone				
A.1168.04300	OVS.D3Y4.04300	\$488.00	(\$ 92.00)	\$ 396.00
Program				
Expenditures				
A.1168.04700	OVS.D3Y4.04700	\$2,500.00	(\$2,426.00)	\$ 74.00
Employee Benefits				
A.1168.08008	OVS.D4Y1.08008	\$17,862.00	(\$ 598.00)	\$17,264.00
TOTAL APPROPRIATIONS:		\$57,176.00	(\$16,016.00)	\$41,160.00

2026 GENERAL FUND REVENUE

<u>ACCOUNT/DESCRIPTION</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
A.1168.30311	OVS.D3Y4.30311	\$0.00	\$261,548.00	\$261,548.00

2026 GENERAL FUND APPROPRIATIONS

<u>ACCOUNT/DESCRIPTIN</u>	<u>PROJECT CODE</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
DISTRICT ATTORNEY				
Personnel Services				
On-call Stipend				
A.1168.01007	OVS.D3Y4.01007	\$ 0.00	\$ 750.00	\$ 750.00
Victim Liaison II				
A.1168.01007	OVS.D3Y4.01007	\$ 0.00	\$45,687.00	\$ 45,687.00
Victim Assistant				
Program Director				
A.1168.01007	OVS.D3Y4.01007	\$ 0.00	\$72,733.00	\$ 72,733.00

2026 GENERAL FUND APPROPRIATIONS (Con't)

Victim Liaison				
A.1168.01007	OVS.D3Y4.01007	\$ 0.00	\$39,421.00	\$ 39,421.00
Victim Liaison				
A.1168.01007	OVS.D3Y4.01007	\$0.00	\$39,421.00	\$ 39,421.00
Travel				
A.1168.04010	OVS.D3Y4.04010	\$0.00	\$ 5,000.00	\$ 5,000.00
Equipment				
A.1168.02400	OVS.D3Y4.02400	\$0.00	\$10,000.00	\$ 10,000.00
Telephone				
A.1168.04300	OVS.D3Y4.04300	\$0.00	\$ 1,604.00	\$ 1,604.00
Office Supplies				
A.1168.04550	OVS.D3Y4.04550	\$0.00	\$ 1,500.00	\$ 1,500.00
Program Expenditures				
A.1168.04700	OVS.D3Y4.04700	\$0.00	\$13,850.00	\$ 13,850.00
Employee Benefits				
A.1168.08008	OVS.D3Y4.08008	\$0.00	\$31,582.00	\$ 31,582.00
TOTAL APPROPRIATIONS:			\$261,548.00	\$261,548.00

Resolution ADOPTED by the following vote:**Ayes: 19****Nays: 0****Abstain: 0****March 10, 2026**

Please note that this resolution was not received back from the County Executive, therefore pursuant to Section 3.06 (C) of the Rensselaer County Charter, if the County Executive fails to act upon a resolution within the ten day period set forth in Section 3.06(B) of the Rensselaer County Charter, such resolution shall be deemed approved.

Clerk of the Legislature

Sent to County Executive

3/11/26

Received from County Executive

Jessica L. Chavis
Clerk of the Legislature



Executive Action

Approved _____ Date _____

Disapproved _____

Veto Message Attached and Returned to Clerk

County Executive

Rensselaer County Legislature

Clerk's Certification (G)

I, **Jessica L. Charette**, Clerk of the Rensselaer County Legislature, do hereby **CERTIFY** that I have compared the foregoing copy with the original resolution(s) enacted by the Rensselaer County Legislature at a legally convened meeting held on the 10th day of March 2026 and that the same is a true and complete copy thereof. The original resolution(s) were sent to the County Executive on 11th day of March 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 23rd day of March, 2026.

Seal


Jessica L. Charette
Clerk of the Legislature
County of Rensselaer
State of New York

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Ashley, Bayly, Hoffman, Fleming

Sent To: Contracts & Agreements

Committee

Date September 8, 2026

Resolution No. G/15

RESOLUTION AUTHORIZING PAYMENT TO RESOLVE PENDING LITIGATION - COUNTY ATTORNEY

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

WHEREAS, The County is a defendant in the matter of Brenda Williams v. County of Rensselaer et al. (Supreme Court of the State of New York, County of Rensselaer Case No. EF2023-275248); and

WHEREAS, The insurer for the County has reached a settlement with the plaintiff to fully resolve the matter; and

WHEREAS, As part of the settlement, the County is responsible to pay the insurance policy retention amount toward settlement; now, therefore, be it

RESOLVED, That the Rensselaer County Bureau of Finance is authorized to pay \$10,000.00 in furtherance of the settlement; and, be it further

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign all documents and papers in connection with the settlement and payment by the Rensselaer County Bureau of Finance of the forgoing, subject to the approval of the Rensselaer County Attorney as to form.

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 8, 2026

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