

Veterans & Youth Index

WEDNESDAY, SEPTEMBER 4, 2024

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
C/V/B/R	G/3	<p>RESOLUTION AUTHORIZING AMENDED AGREEMENTS FOR THE 2024 YOUTH TEAM SPORTS PROGRAM ALLOCATION - UNIFIED FAMILY SERVICES - YOUTH SERVICES</p> <p>Motion Made By: Seconded By: In Favor: Opposed:</p> <p>Notes:</p>
C/V/B/R	G/4	<p>RESOLUTION AUTHORIZING AMENDED AGREEMENTS FOR 2024 YOUTH SPORT EDUCATIONAL INFRASTRUCTURE ALLOCATIONS - UNIFIED FAMILY SERVICES - YOUTH SERVICES</p> <p>Motion Made By: Seconded By: In Favor: Opposed:</p> <p>Notes:</p>

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Casale, Nichols

Sent To: Contracts & Agreements

Committee

Date September 10, 2024

Resolution No. G/3

RESOLUTION AUTHORIZING AMENDED AGREEMENTS FOR THE 2024 YOUTH TEAM SPORTS PROGRAM ALLOCATION - UNIFIED FAMILY SERVICES - YOUTH SERVICES

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

WHEREAS, Resolution G/97/24 authorized the execution of agreements for the 2024 Youth Team Sports Allocations; and

WHEREAS, The Unified Family Services Youth Services Department seeks Legislative approval to amend four (4) of the approved agreements relating to their associated costs provided; and

WHEREAS, The start and end date of the amended agreements, the source of funding of the same, the total amount to be expended over the life of the same, which shall not exceed budgetary appropriations, and the name and address of the contracting parties are as follows:

<u>AGENCY</u>	<u>PROGRAM</u>	<u>APPROPRIATION CODE</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED AMOUNT</u>
Boys & Girls Club of the Capital Area 10/1/23-9/30/24	Next Bunch Boxing	A.7310.04800	\$16,000.00	\$ 4,579.00	\$20,579.00
Columbia Lacrosse Club Inc. 10/1/26-9/30/24	Youth Lacrosse	A.7310.04800	\$15,500.00	\$ 4,580.00	\$20,080.00
Sky High Adventure Center 10/1/23-9/30/24	Team Sports	A.7310.04800	\$13,739.00	(\$13,739.00)	\$ 0.00
Troy Albany Hockey Association 10/1/23-9/30/24	Youth Hockey Program	A.7310.04800	\$15,500.00	\$ 4,580.00	\$20,080.00

; and

WHEREAS, 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; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 10, 2024

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

Youth Team Sports Allocations 2023-24

DISTRICT	Allocation October 1, 2023 - September 30, 2024		DISTRICT	Allocation October 1, 2023 - September 30, 2024
Albany	\$138,355		Onondaga	\$242,706
Allegany	\$22,562		Ontario	\$53,199
Broome	\$92,798		Orange	\$251,996
Cattaraugus	\$40,896		Orleans	\$18,375
Cayuga	\$35,739		Oswego	\$59,640
Chautauqua	\$62,583		Otsego	\$22,100
Chemung	\$42,506		Putnam	\$45,765
Chenango	\$23,387		Rensselaer	\$74,739
Clinton	\$34,919		Rockland	\$240,744
Columbia	\$24,524		St. Lawrence	\$52,517
Cortland	\$21,231		Saratoga	\$111,278
Delaware	\$17,267		Schenectady	\$83,062
Dutchess	\$132,594		Schoharie	\$12,769
Erie	\$465,902		Schuyler	\$10,000
Essex	\$14,297		Seneca	\$16,444
Franklin	\$22,134		Steuben	\$48,687
Fulton	\$25,879		Suffolk	\$767,977
Genesee	\$28,563		Sullivan	\$41,449
Greene	\$18,766		Tioga	\$23,827
Hamilton	\$10,000		Tompkins	\$36,738
Herkimer	\$29,704		Ulster	\$76,541
Jefferson	\$68,026		Warren	\$28,444
Lewis	\$14,797		Washington	\$27,244
Livingston	\$26,297		Wayne	\$46,860
Madison	\$30,819		Westchester	\$519,337
Monroe	\$376,076		Wyoming	\$17,993
Montgomery	\$27,948		Yates	\$13,274
Nassau	\$726,505		New York City	\$4,259,700
Niagara	\$102,280		Rest of State	\$5,740,300
Oneida	\$119,241		Statewide	\$10,000,000

2024 Youth Team Sports Funding Chart (YSTF)

Program Name	Application	Contract drafted	Contract Signed	Claim	Report	QYDS #	Vendor #	Term	2024 Allocations
Boys & Girls Club of the Capital Area Next Bunch Boxing 10/1/23 - 9/30/24						98779	16086	Year	\$16,000
Columbia Lacrosse Club 10/1/23 - 9/30/24						16953	16953	Year	\$15,500
Sky High Adventure 10/1/23 - 9/30/24						98783	17046	Year	\$13,739
Troy Albany Youth Hockey Association 10/1/23 - 9/30/24						99736	6499	Year	\$15,500
Troy Youth Association 10/1/23 - 9/30/24						99735	3212 & 3194	Year	\$14,000
NEW Agency									
Total Grant Amount									\$74,739

Updated 4/12/24

Boys & Girls Club of the Capital Area

AMENDMENT

This Amendment takes effect as of _____ and is made by and between Rensselaer County, on behalf of the Youth Department with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the “County” and Boys & Girls Club of the Capital Area with an address of 1700 7th Avenue, Troy, New York 12180 hereinafter referred to as the “Vendor”.

WHEREAS, County and Vendor entered into an Agreement with an effective date of **October 1, 2023** hereinafter referred to as the “Agreement”; and

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

NOW THEREFORE, County and Vendor agree as follows:

1. Section 1 eighth sentence is replaced with the following: "County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$20,579.00** payable in the manner as hereinafter set forth.
2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

Columbia Lacrosse Club, Inc.

AMENDMENT

This Amendment takes effect as of _____ and is made by and between Rensselaer County, on behalf of the Youth Department with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and Columbia Lacrosse Club, Inc. with an address of PO Box 322, East Greenbush, New York 12061, (hereinafter referred to as "Vendor")

WHEREAS, County and Vendor entered into an Agreement with an effective date of **October 1, 2023** hereinafter referred to as the "Agreement"; and

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

NOW THEREFORE, County and Vendor agree as follows:

1. The seventh sentence of Section 1 is replaced with the following: "County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$20,080.00** payable in the manner as hereinafter set forth.
2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

Troy Hockey Association, Inc.
dba Troy Albany Hockey Association

AMENDMENT

This Amendment takes effect as of _____ and is made by and between Rensselaer County, on behalf of the Youth Department with offices located at 99 Troy Road, East Greenbush, New York 12061 hereinafter referred to as the "County" and **Troy Hockey Association, Inc. dba Troy Albany Hockey Association** with an address of 2701 Lavin Court, Troy, New York 12180, (hereinafter referred to as "Vendor")

WHEREAS, County and Vendor entered into an Agreement with an effective date of **October 1, 2023** hereinafter referred to as the "Agreement"; and

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

NOW THEREFORE, County and Vendor agree as follows:

1. The seventh and eighth sentences of Section 1 are replaced with the following:
"County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$20,080.00** payable in the manner as hereinafter set forth.
2. Except as expressly amended in this Amendment, the Agreement remains in full force and effect.

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

LEGISLATIVE FISCAL IMPACT STATEMENT- 2024

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

Title of Legislation: Resolution amending agency contract amounts related to 2024 Youth Team Sports program allocations.

Requested by: Youth Department

Sponsor(s): _____

FISCAL IMPACT

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

2.) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State Funding from Office of Children and Family 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 \$74,739.00 and length of time state funding is available 10/1/23 – 9/30/24. Is it available for ongoing expenses?
Yes ____ or No X

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

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

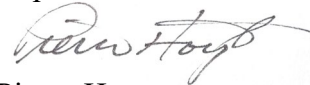
e) Other (please explain) \$ _____

3.) Is this expense or program mandated? Yes ____ No X

4.) Length of expense or project (one time only, ongoing, etc.): Twelve (12) months

5.) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expenses that will be avoided: We are moving funding from one organization to three (3) others.

Department Head



Pierce Hoyt
Deputy Commissioner

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Casale, Nichols

Sent To: Contracts & Agreements

Committee

Date March 12, 2024

Resolution No. G/97/24

RESOLUTION AUTHORIZING AGREEMENTS FOR 2024 YOUTH TEAM SPORTS PROGRAM ALLOCATION - UNIFIED FAMILY SERVICES - YOUTH SERVICES

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

WHEREAS, The Rensselaer County Department for Youth has been awarded \$74,739.00 from the New York State Office of Children and Family Services for a twelve (12) month period from October 1, 2023 through September 30, 2024; and

WHEREAS, The Rensselaer County Department for Youth was duly established and exists by virtue of Article 16 of the Rensselaer County Charter and has among its duties youth development and delinquency prevention projects; and

WHEREAS, The 2024 Rensselaer County Adopted Budget Appropriation Code A.7310.04800, provides funds for Youth Team Sports for the children of Rensselaer County; and

WHEREAS, Those persons who and organizations that seek to avail themselves of these funds must be approved by the Department for Youth; and

WHEREAS, The funds to be expended by Rensselaer County Youth Team Sports for the children of Rensselaer County are one hundred percent (100%) reimbursable through the New York State Office of Children & Family Services ("OCFS"); and

WHEREAS, The following entities have been approved by the Rensselaer County Youth Advisory Board and their associated contract costs are provided as follows:

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Boys & Girls Club of the Capital Area 10/1/23 - 9/30/24	Next Bunch Boxing	\$16,000.00
Columbia Lacrosse Club Inc. 10/1/23 - 9/30/24	Youth Lacrosse	\$15,500.00

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Sky High Adventure Center 10/1/23 - 9/30/24	Team Sports	\$13,739.00
Troy Area Youth Association 10/1/23 - 9/30/24	CYO Basketball Program	\$14,000.00
Troy Albany Hockey Association 10/1/23 - 9/30/24	Youth Hockey Program	<u>\$15,500.00</u>
TOTAL APPROPRIATIONS:		\$74,739.00

; 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 referenced contracts, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the Rensselaer County Executive, is authorized to approve the Resource Allocation certification as presented by the New York State Office of Children and Family Services, subject to the approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes: 19
Nays: 0
Abstain: 0
March 12, 2024

Clerk of the Legislature

Sent to County Executive 3/13/24

Received from County Executive 3/14/24

Janica L. Charr
Clerk of the Legislature



Executive Action

Approved Date 3/13/24

Disapproved
Veto Message Attached and Returned to Clerk

F. Mc...
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 March 12, 2024 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 13th day of March, 2024 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 14th day of March, 2024.

Seal


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

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Casale, Nichols

Sent To: Contracts & Agreements

Committee

Date September 10, 2024

Resolution No. G/4

RESOLUTION AUTHORIZING AMENDED AGREEMENTS FOR 2024 YOUTH SPORT EDUCATIONAL INFRASTRUCTURE ALLOCATIONS - UNIFIED FAMILY SERVICES - YOUTH SERVICES

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

WHEREAS, Resolution G/100/24 authorized the execution of agreements for the 2024 Youth Sports Educational Infrastructure Allocations; and

WHEREAS, The Unified Family Services Youth Services Department seeks Legislative approval to amend one agreement and establish one new agreement relating to Youth Sports Infrastructure funding provided; and

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

<u>AGENCY</u>	<u>PROGRAM</u>	<u>APPROPRIATION CODE</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED AMOUNT</u>
Sky High Adventure Center 5/1/24- 9/30/24	SHAC Team Sports	A.7310.04800	\$2,000.00	(\$2,000.00)	\$ 0.00
East Greenbush Miracle League 10/1/23- 9/30/24	Special Needs Athletes	A.7310.04800	\$ 0.00	\$2,000.00	\$2,000.00

; and

WHEREAS, 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; now, therefore, be it

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

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

September 10, 2024

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

Youth Sports and Education Allocation PY23-24

Youth Sports and Education Allocation	October 2023 - September 2024		Youth Sports and Education Allocation	October 2023 - September 2024
Albany County	\$86,282		Onondaga County	\$120,206
Allegany County	\$22,201		Ontario County	\$34,128
Broome County	\$58,854		Orange County	\$116,342
Cattaraugus County	\$28,148		Orleans County	\$18,398
Cayuga County	\$26,017		Oswego County	\$37,754
Chautauqua County	\$38,846		Otsego County	\$24,580
Chemung County	\$28,554		Putnam County	\$30,954
Chenango County	\$19,992		Rensselaer County	\$45,310
Clinton County	\$28,720		Rockland County	\$105,401
Columbia County	\$20,610		Saratoga County	\$58,616
Cortland County	\$23,440		Schenectady County	\$46,374
Delaware County	\$18,604		Schoharie County	\$16,616
Dutchess County	\$75,625		Schuyler County	\$13,448
Erie County	\$216,312		Seneca County	\$17,433
Essex County	\$16,358		St. Lawrence County	\$37,541
Franklin County	\$21,042		Steuben County	\$30,992
Fulton County	\$21,114		Suffolk County	\$347,488
Genesee County	\$22,382		Sullivan County	\$27,090
Greene County	\$19,030		Tioga County	\$20,293
Hamilton County	\$10,618		Tompkins County	\$41,620
Herkimer County	\$23,397		Ulster County	\$45,918
Jefferson County	\$39,953		Warren County	\$22,288
Lewis County	\$16,081		Washington County	\$22,146
Livingston County	\$25,626		Wayne County	\$29,466
Madison County	\$27,120		Westchester County	\$235,444
Monroe County	\$182,598		Wyoming County	\$17,802
Montgomery County	\$21,610		Yates County	\$16,388
Nassau County	\$322,004		ROS Total	\$3,159,460
Niagara County	\$54,734		New York City	\$1,840,540
Oneida County	\$63,552		Total	\$5,000,000

2024 Youth Sports Education Infrastructure Funding Chart

Program Name	Application	Contract drafted	Signed	Claim	Report	QYDS #	Vendor #	Term	2024 Allocation
Boys & Girls Club of So. Rensselaer 10/1/24 - 9/30/24						99371	4480	Year	\$3,000
Friends of Dyken Pond 5/1/24 - 9/30/24						99738	5770	Year	\$2,000
Sky High Adventure Center 10/1/24 - 9/30/24						99733	17046	Year	\$2,000
Troy Albany Hockey Association 10/1/23 - 19/30/24						99737	6499	Year	\$3,344
NEW Agency									
Total Grant Amount									\$10,344

Updated 4/12/24

YSEF infrastructure funds provides an opportunity to invest in infrastructure improvements that benefit youth physical recreation and athletics. **These include but are not limited to improving or developing infrastructure for swimming, such as pools, beaches, and other water fronts, re-sodding fields, improving playgrounds, purchasing sporting equipment, especially adaptive equipment for youth with disabilities, etc. Please note YTS funds can also be used to support infrastructure and equipment purchases, however those expenses must be associated with increasing youth access to *team* sports.**

LEGISLATIVE FISCAL IMPACT STATEMENT- 2024

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

Title of Legislation: Resolution amending agency contract amounts related to 2024 Youth Sports Educational Infrastructure Allocations

Requested by: Youth Department

Sponsor(s): _____

FISCAL IMPACT

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

2.) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): State Funding from Office of Children and Family 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 \$10,344.00 and length of time state funding is available 10/1/23 – 9/30/24 . Is it available for ongoing expenses?
Yes _____ or No X

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

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

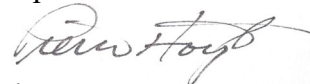
e) Other (please explain) \$ _____

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

4.) Length of expense or project (one time only, ongoing, etc.): Twelve (12) months

5.) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expenses that will be avoided: We are moving funding from one organization to another.

Department Head



Pierce Hoyt
Deputy Commissioner

**Rensselaer County
and
East Greenbush Miracle League**

THIS AGREEMENT, made by and between Rensselaer County, a municipal corporation of the State of New York, acting on behalf of its Department for Youth (hereinafter referred to as "County"), whose principal place of business is located at 99 Troy Road, East Greenbush, New York 12061, and **East Greenbush Miracle League** located at 10 McDonald Lane, Rensselaer, New York 12144, (hereinafter referred to as "Vendor"). County and Vendor are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, Vendor is desirous of availing itself of funds resulting from the implementation of the project described in and made a part hereof; and

WHEREAS, County, in pursuance thereof, has made application to the New York State Office of Children & Family Services for funds for a youth development and delinquency prevention project to be provided by Vendor;

NOW, THEREFORE, both parties hereto agree as follows,

1. The Vendor agrees to invest the infrastructure funds to the improvements that benefit youth physical recreation and athletics. All programs will be affordable to participants. Services and activities are provided in a safe environment. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$2,000.00** payable in the manner as hereinafter set forth. Vendor expressly acknowledges and agrees that this contract will be considered executory to the extent New York State or Federal funding is relied upon by the County for the payment of any goods, labor or services to be furnished by Vendor under the terms and provisions of this Agreement, and that in the event such funding shall not be forthcoming, this Agreement may be terminated by the County upon reasonable prior written notice to Vendor.

<p>Reimbursement Claim and Annual Performance Report. The Vendor agrees to provide the completed Reimbursement Claim to Rensselaer County dfleming@rensko.com no later than October 14, 2024 -- two (2) weeks after the program ends, and provide the Annual Performance Report to Rensselaer County dfleming@rensko.com no later than October 21, 2024 -- three (3) weeks after the program ends. <u>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</u></p>
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2. The term of the within Agreement shall commence on **October 1, 2023**, and shall terminate on **September 30, 2024**.

3. Vendor agrees to bill County for said services in one full claim during the term of the Agreement or as the parties may from time to time during the term of the within contract agree.

4. Vendor Agrees as follows:

4.1. to make available for audit and inspection by County, the Chief Fiscal Officer of the County, the New York State Office of Children & Family Services and/or the New York State Comptroller, its plant facilities, financial and other statistical records used in connection with the improved and expanded youth programs provided for in this contract, and to keep such records available for inspections by properly qualified personnel of the county or of the state;

4.2. to report to the County, , and/or the New York State Office of Children & Family Services at such times and in such manner and form as is prescribed by them, the services performed pursuant to this Agreement, and to similarly certify all expenditures which the agency claims to have made pursuant to said Agreement;

4.3. to comply with such rules and regulations as the County and the State may make from time to time pursuant to law;

4.4. to take out and maintain liability insurance satisfactory to the County on all locations and facilities in an amount not less than \$1,000,000 per occurrence;

4.5. Vendor acknowledges and agrees that the services to be provided pursuant to the terms of this agreement are provided as an independent contractor and not as an agent or as employees of the County. Accordingly, Vendor agrees to indemnify and hold harmless the County, its agents, officers and employees, from and against any and all claims or causes of action, including reasonable attorneys' fees and expenses incurred by the County in connection with a defense of any such claims or causes of action, which may arise as a consequence of any act or omission on the part of the Vendor, its agents or employees which occurs during the performance of the services to be provided hereunder. Vendor further agrees to maintain during the term of this Agreement such Workers' Compensation and Disability Insurance coverage as may be required by law, together with liability insurance with liability limits reasonably satisfactory to the County, and to provide to the County, proof of all such insurance coverage at the time of the execution of this Agreement by Vendor. Vendor must submit three certificates of insurance: one for Worker's Compensation, one for Disability Insurance Coverage, and one for Liability Insurance Coverage. All Certificates must name the Certificate Holder as follows: Rensselaer County, Attn: Rensselaer County Attorney, 99 Troy Road, East Greenbush, New York 12061.

4.6. not to assign, transfer, convey, sub-lease or otherwise dispose of this Agreement or the right, title or interest herein or the power to execute the same to any other person, partnership, company, or corporation without the express written consent of the County;

4.7. that this Agreement may be terminated by County or Vendor with thirty (30) days prior written notice to the other;

4.8. to conform with the "Governor's anti-discrimination clause in contracts" as of the memorandum dated November 20, 1963.

4.9. that Vendor will notify County immediately in the event of the closing or defunding of Vendor and simultaneously notify County of the existence of any equipment purchased with New York State Office of Children and Family Services funds and allow County to retain any such equipment.

4.10 In the event either Party to this agreement shall initiate litigation against the other Party to protect or enforce any right or benefit in favor of such Party under the terms of this Agreement, the Parties hereby mutually agree that the Supreme Court of the State of New York shall exercise exclusive jurisdiction over such litigation, and that the venue of the same shall be County of Rensselaer, New York

5. This Agreement is conditional upon and shall be valid and effective only upon the approval of the foregoing project by the New York State Office of Children & Family Services, and upon the Agreement by the New York State Office of Children & Family Services to reimburse County one hundred percent (100%) of the total amount paid over to Vendor by County.

6. If, during the term of this Agreement, the applicable state agencies shall fail to approve full State Aid in reimbursement to the County for payments made by County to Vendor, for any reason whatsoever, then youth may deduct and withhold from any payment due pursuant to this Agreement, an amount equal to the reimbursement denied by the applicable State Agencies, and County's obligation herein shall be reduced by such amount.

7. Medicaid Compliance

Vendor represents and warrants that it, and its employees and/or contractors, are not excluded from participation, and are not otherwise ineligible to participate in a "federal health care program", as defined in 42 U.S.C.1320a-7b (f) or in any other government payment program. Vendor further represents and warrants that it will perform screening, on a monthly basis, all of its employees and subcontractors against:

- a. the General Services Administration's Federal Excluded Party List System or any successor list;
- b. the United States Department of Health and Human Service's Office of the Inspector General's List of Excluded Individuals and Entities or any successor list; and
- c. the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities, or any successor list.

In the event that an excluded party is discovered by the Vendor, Vendor shall notify the County within five (5) days of such discovery. The County reserves its right to cancel said contract upon such notification.

The County further reserves its right to cancel this Agreement and declare the same null and void in the event that the Vendor fails to fulfill its obligations under this section.

8. Executive Order 38

The Vendor hereby covenants and agrees that it is familiar with Governor Cuomo's Executive Order No. 38 and the State departmental rules and regulations that apply thereto. The Vendor hereby states that it is in compliance therewith. More specifically:

a. The vendor hereby covenants and agrees that of the State funds or State-authorized payments it shall receive hereunder, no less than eighty-five (85) percent thereof shall be applied to cover operating expenses rather than administrative expenses.

b. The executive compensation for the Vendor does not exceed \$199,000 per year.

c. The Vendor shall report to the State or its designee as required by the applicable rules and regulations.

9. Federal, State and Local Law and Regulations Compliance

Vendor agrees to abide by and comply with all applicable federal, state and local laws, rules, regulations and orders.

10. Disclosure

Vendor certifies, to the best of its knowledge and belief, that:

A. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant loan, or cooperative Agreement.

B. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and United States Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties on the date set forth below.

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Loveridge, Grant, Weaver, Herrington, Casale, Nichols

Sent To: Contracts & Agreements

Committee

Date March 12, 2024

Resolution No. G/100/24

RESOLUTION AUTHORIZING AGREEMENTS FOR 2024 YOUTH SPORTS EDUCATIONAL INFRASTRUCTURE ALLOCATIONS - UNIFIED FAMILY SERVICES - YOUTH SERVICES

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

WHEREAS, The Rensselaer County Department for Youth has been awarded \$10,344.00 from the New York State Office of Children and Family Services for a twelve (12) month period from October 1, 2023 through September 30, 2024; and

WHEREAS, The Rensselaer County Department for Youth was duly established and exists by virtue of Article 16 of the Rensselaer County Charter and has among its duties youth development and delinquency prevention projects; and

WHEREAS, The 2024 Rensselaer County Adopted Budget Appropriation Code A.7310.04800, provides funds for Youth Sports Educational Infrastructure; and

WHEREAS, Those persons who and organizations that seek to avail themselves of these funds must be approved by the Department for Youth; and

WHEREAS, The funds to be expended by Rensselaer County Youth Sports Educational Infrastructure funds are one hundred percent (100%) reimbursable through the New York State Office of Children & Family Services (OCFS); and

WHEREAS, The following entities have been approved by the Rensselaer County Youth Advisory Board and their associated contract costs are provided as follows:

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Boys & Girls Club of the So. Rensselaer County 10/1/23 - 9/30/24	Targeted Outreach	\$3,000.00
Friends of Dyken Pond Center 5/1/23 - 9/30/24	Recreation Sports at Summer Camp	\$2,000.00

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Sky High Adventure Center 5/1/24 - 9/30/24	SHAC Team Sports	\$2,000.00
Troy Albany Hockey Assoc. 10/1/23 - 9/30/24	Youth Hockey	<u>\$3,344.00</u>
TOTAL APPROPRIATIONS:		\$10,344.00

; 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 referenced agreements, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the Rensselaer County Executive is hereby authorized to approve the Resource Allocation certification as presented by the New York State Office of Children and Family Services, subject to the approval as to form by the Rensselaer County Attorney.

Resolution **ADOPTED** by the following vote:

Ayes: 19
Nays: 0
Abstain: 0
March 12, 2024

Clerk of the Legislature

Sent to County Executive 3/13/24

Received from County Executive 3/14/24

Jessica L. Charro
Clerk of the Legislature



Executive Action

Approved Date 3/13/24

Disapproved _____
Veto Message Attached and Returned to Clerk

A. F. McCall
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 March 12, 2024 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 13th day of March, 2024 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 14th day of March, 2024.

Seal


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