

VETERANS & YOUTH COMMITTEE

WEDNESDAY, JUNE 7, 2023

C/V/B/R	G/10	RESOLUTION AUTHORIZING A CONTRACT FOR THE RENSSELAER COUNTY COATS FOR KIDS ANNUAL GOLF TOURNAMENT - DEPARTMENT OF YOUTH  Motion Made By: Seconded By: Moved:  Notes:
C/V/B/R	G/40	RESOLUTION AUTHORIZING AMENDMENTS FOR 2023 YOUTH DEVELOPMENT PROGRAMS G/128/23 - UNITED FAMILY SERVICES - YOUTH SERVICES  Motion Made By: Seconded By: Moved:  Notes:
C/V/B/R	G/55	RESOLUTION AUTHORIZING A CONTRACT FOR SUMMER FOOD PROGRAM - UNIFIED FAMILY SERVICES - YOUTH SERVICES  Motion Made By: Seconded By: Moved:  Notes:

# RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date June 13, 2023

Resolution No. G/10

## RESOLUTION AUTHORIZING A CONTRACT FOR THE RENSSELAER COUNTY COATS FOR KIDS ANNUAL GOLF TOURNAMENT - DEPARTMENT OF YOUTH

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

**WHEREAS,** The Department for Youth raises funds for the "Coats for Kids" program through a one-day golf event, the cost of which is completely funded by donations and player fees with net proceeds funding the coat drive; and

**WHEREAS,** A Request for Proposal (RFP-23-13) was prepared by the Bureau of Central Services in accordance with guidelines established in the Rensselaer County Purchasing Procedures; and

**WHEREAS,** The proposal submitted meeting Rensselaer County needs was received from The Country Club of Troy, PO Box 178, Troy, New York 12181. The anticipated golf tournament date is September 12, 2023 with an estimated contract amount of \$25,261.27; and

**WHEREAS,** The contract period is effective from the date of the signed Resolution and is renewable for four (4) additional renewals. Price increases will be evaluated on a year-to-year basis relative to the number of golfers upon each subsequent renewal; and

**WHEREAS,** The source of funding shall not exceed budgetary appropriations with funds utilized from Appropriation Code A.7310.04900; 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:**

**June 13, 2023**

Clerk of the Legislature

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

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

Clerk of the Legislature



Executive Action

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

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

County Executive



COUNCLU-21

LENABUCCIERO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> NFP Property & Casualty Services, Inc. 159 Wolf Road Suite 200 Albany, NY 12205	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (518) 244-4245      FAX (A/C, No): (518) 244-4262	
	<b>EMAIL ADDRESS:</b> ADDRESS:	
<b>INSURED</b>  The Country Club of Troy NY Inc PO Box 178 Troy, NY 12181-0178	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	<b>INSURER A:</b> Cincinnati Insurance Company      10877	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL RSR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC OTHER:		ETD 0561493	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 LIQUOR LIAB \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		ETA 0561492	12/13/2022	12/13/2023	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ETD 0561493	12/13/2022	12/13/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/BOARDER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Operations usual and incidental to the business of the named insured.

<b>CERTIFICATE HOLDER</b>  Rensselaer County c/o Rensselaer County Attorney 99 Troy Road, 4th Fl East Greenbush, NY 12061	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p> <p>Country Club of Troy Inc. PO Box 178 Troy NY 12180</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b></p> <p>518-274-1000</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p>79-100017</p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b></p> <p>14-0586320</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>County of Rensselaer Attn: Rensselaer County Attorney 99 Troy Road 4th Floor East Greenbush NY 12061</p>	<p><b>3a. Name of Insurance Carrier</b></p> <p>Erie Insurance Company</p> <p><b>3b. Policy Number of entity listed in box "1a"</b></p> <p>Q85-5104067</p> <p><b>3c. Policy effective period</b></p> <p>01/01/2023 to 01/01/2024</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b></p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

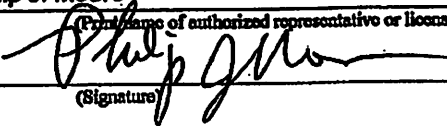
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Philip J. Moore  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  5/9/23  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-273-9501 ext 17

**Please Note:** Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



**Workers' Compensation Board**

**CERTIFICATE OF INSURANCE COVERAGE  
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

**PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier**

<p>1a. Legal Name &amp; Address of Insured (use street address only)  <b>COUNTRY CLUB OF TROY INC.</b>          ATTN: Arturag Karagozian          PO BOX 178          TROY, NY 12181</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured  <b>518-274-2523</b></p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number  <b>140586320</b></p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  <b>County of Rensselaer</b>  <b>Attn: Rensselaer County Attorney</b>  <b>99 Troy Rd 4th Floor</b>  <b>East Greenbush NY 12061</b></p>	<p>3a. Name of Insurance Carrier  <b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity Listed in Box "1a"  <b>DBL388097</b></p> <p>3c. Policy effective period  <b>01/01/2023</b> to <b>12/31/2023</b></p>

4. Policy provides the following benefits:


A. Both disability and paid family leave benefits.  
 B. Disability benefits only.  
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
 B. Only the following class or classes of employer's employees:

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Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 5/9/2023 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.**

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

**PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)**

**State of New York  
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

*Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*



LEGISLATIVE FISCAL IMPACT STATEMENT

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


Title of Legislation: RFP-23-13 Rensselaer County Coats for Kids Golf Tournament

Requested by: Department of Youth

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

FISCAL IMPACT

- 1) Projected cost of proposed legislation, if any: \$25,261.27 (estimated) \_\_\_\_\_ current year  
\$ Unknown \_\_\_\_\_ ongoing expenses per year
- 2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): \_\_\_\_\_
  - a) For federal funding: amount \$ \_\_\_\_\_ and length of time federal funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - b) For state funding: amount \$ \_\_\_\_\_ and length of time state funding is available \_\_\_\_\_. Is it available for ongoing expenses? Yes \_\_\_\_\_ or No \_\_\_\_\_
  - c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:  
Principal \$ \_\_\_\_\_  
Total projected interest costs \$ \_\_\_\_\_
  - d) Tax levy impact for current year \$ \_\_\_\_\_ 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.): 5 year term
- 5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Bureau of Central Services conducted a Request for Proposal for the Department of Youth for the Annual Coats for Kids Golf Tournament. This is an annual contract with four (4) renewals with price increases to be evaluated on a year-to-year basis relative to the number of golfers upon subsequent renewals.

  
 Department Head  
 Pierce Hoyt, Deputy Commissioner  
 Department of Youth

<b>Golf Course</b>	<b>Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Phone</b>	<b>Email</b>
<b>18 Hole Courses</b>						
Frear Park Municipal Golf Course	2701 Lavin Ct	Troy	NY	12180	518-270-4553	
Burden Lake Country Club	162 Totem Lodge Rd	Averill Park	NY	12018	518-674-1770	
The Country Club of Troy	100 Troy Country Club Rd	Troy	NY	12180	518-274-4207	<a href="mailto:chodson@countrycluboftroy.com">chodson@countrycluboftroy.com</a>
Old Post Road Golf Club	92 Schuurman Rd	Castleton-On-Hudson	NY	12033	838-218-0460	<a href="mailto:oprgolf@yahoo.com">oprgolf@yahoo.com</a>
Hoosick Falls Country Club	1 Richmond Ave	Hoosick Falls	NY	12090	518-686-4210	

RFP-23-13 Vendor Mailing List  
 Golf Course RFP – Department of Youth  
 DATED: 4/3/23



# RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN  
COUNTY EXECUTIVE

JAMES R. GORDON  
DIRECTOR

## REQUEST FOR PROPOSAL

### RENSSELAER COUNTY COATS FOR KIDS GOLF TOURNAMENT RENSSELAER COUNTY DEPARTMENT OF YOUTH

RENSSELAER COUNTY REQUESTS PROPOSALS FROM GOLF ORGANIZATIONS EXPERIENCED IN FUND RAISING AND HOSPITALITY SERVICES GOLF TOURNAMENTS.

SEALED PROPOSALS WILL BE RECEIVED AT THE OFFICE OF THE DIRECTOR, BUREAU OF CENTRAL SERVICES, 4<sup>TH</sup> FLOOR, RENSSELAER COUNTY OFFICE BUILDING, 99 TROY ROAD, EAST GREENBUSH, NEW YORK UNTIL:

**NOON (12:00 P.M.), TUESDAY, MAY 9, 2023**

JAMES R. GORDON, DIRECTOR  
RENSSELAER COUNTY BUREAU  
OF CENTRAL SERVICES  
99 TROY ROAD, 4<sup>TH</sup> FLOOR  
EAST GREENBUSH, NEW YORK 12061

RFP-23-13  
DATED: April 3, 2023  
PAGE: 1

**REQUEST FOR PROPOSAL  
RENSSELAER COUNTY COATS FOR KIDS GOLF TOURNAMENT  
RENSSELAER COUNTY DEPARTMENT OF YOUTH**

**I. SUMMARY**

In Year 2000 the Rensselaer County's Coats for Kid's Golf Tournament was initiated by the Count Executives Office and partnered with the Department for Youth to provide new winter coats to low income families in the County. The Department for Youth works closely with several agencies, schools, and municipalities that serve low income youth that are at a high risk of youth violence and gangs, teen pregnancy, substance abuse, and truancy. With the help of sponsors from local businesses in and around the community, all proceeds from this tournament are used to purchase new winter coats to insure the kids in Rensselaer County stay warm during the winter months.

The anticipated event date is September 12, 2023. **144 Golfer's are expected to attend the event.** Food and beverages are required for breakfast and lunch for all attending the event. An Official Proposal Pricing Sheet is included in the RFP for completion.

**II. QUALIFICATIONS**

The golf organization selected will have expertise in fundraising and hospitality golf tournaments. Rensselaer County Government is interested in contracting with a Golf Course located within Rensselaer County.

**III. REFERENCES**

Please provide at least three (3) major golf tournament references, listing company, phone number and primary contact person. References/phone numbers, etc. should be verified as current to facilitate contact.

**IV. TERM**

The contract period shall be for a period of one (1) year, to commence upon contract execution, with the option of four (4) consecutive one (1) year renewal periods. Renewal is subject to mutual agreement of the awarded firm and Rensselaer County and is based upon satisfactory performance during previous contract periods.

**V. FEE/COST PROPOSAL**

Golf organizations shall submit costs on the Official Cost Proposal Pricing Sheet. Fees shall include all food and beverages, equipment, all fees, gratuity and deposits and any other costs necessary to fully provide the tournament services.

**VI. PERIOD OF FIRM PROPOSAL:**

Prices must be kept firm until through the first contract period. Failure to remain firm on proposal price will result in a non-response of the Contractor's proposal, continued thereafter, until written notice to the contrary is received and accepted by Contractor and the Bureau of Central Services.

Price increases will be evaluated on a year to year bases upon each subsequent renewal.

## **VII. SUBMISSION**

Three (3) copies of the golf organizations proposal accompanied by a completed "Certificate of Compliance with the Local Law #2," shall be submitted to James R. Gordon, Director, Bureau of Central Services, 4<sup>th</sup> Floor, Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061 until Noon (12:00 p.m.), Tuesday, May 9, 2023, in a sealed package clearly marked RFP-22-13 Rensselaer County Coats for Kids Golf Tournament.

## **VIII. EVALUATION**

Following submission, a study period will be observed during which reference checks and interviews may be conducted. The County reserves the right to discuss fee structures, request revision where deemed necessary and/or interview only those firms, which appear to be most responsive to this RFP. Selection will be based upon the most favorable combination of professional qualification, experience, reference responses and fee structure.

The successful firm will be notified in writing following approval of the Legislature and County Executive. Rensselaer County reserves the right to not enter into agreement with any firm responding to this RFP, to request additional information and/or solicit additional or new proposals if deemed necessary. Any contract or form of agreement resulting from this RFP is subject to approval of the Rensselaer County Attorney.

## **IX. PAYMENT**

Payment for services shall be following receipt of invoices in accordance with Rensselaer County accounting/payment practices.

## **X. CANCELLATION FOR CONVENIENCE**

The County of Rensselaer in its sole discretion retains the right to cancel this contract without reason provided that the contractor is given at least thirty (30) days notice of its intent to cancel.

Additionally, Rensselaer County reserves the right to reject any proposal which, through bidder error or omission is found to be mathematically incorrect, conditional, otherwise incomplete, or not in compliance with Rensselaer County specifications. This right to reject proposals which are incomplete, conditional, inaccurate, or not in compliance with specifications shall be exercised in the best interests of Rensselaer County.

**TO BE PROVIDED TO THE RENSSELAER COUNTY DEPARTMENT OF YOUTH UPON NOTICE OF AWARD:**

**County of Rensselaer  
Insurance Requirements**

**INDEPENDENT CONTRACTORS REQUIRED COVERAGE:**

The amounts of insurance coverage to be provided shall not be less than the limits shown herein. Duplicate copies of Insurance Certificates shall be furnished along with insurance company statements that contractor has paid insurance premiums. All insurance carriers must have a best rating of an A or better.

**A. Workmen's Compensation**

Section A - Employee Benefits	Statutory
Section B - Employers Liability	Statutory

**B. New York State Disability Benefits                      Statutory**

**C. Commercial General Liability including products/completed operations:**

\$1,000,000	General Aggregate
\$1,000,000	Products-Completed Operations Aggregate
\$1,000,000	Personal Injury and Advertising Liability
\$1,000,000	Each Occurrence
\$ 500,000	Fire Damage (any one fire)
\$ 10,000	Medical Expense (any one person)

The Commercial Comprehensive General Liability policy shall include coverage for acts of all Contractors, sub-contractors and sub-contractors for all liability assumed under this contract and where applicable, coverage for use of explosives, collapse of buildings and damage to underground properties (X, C & U Coverage), and coverage required by any Law or Municipal Ordinance or Regulations.

**D. Comprehensive Automobile Liability, including contractual hired car and non-owned vehicle coverage:**

\$1,000,000 Combined Single Limit - Bodily Injury and Property Damage

**E. Owner's and Contractors Protective Policy:**

The Contractor shall take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies, in described amounts as will protect the County of Rensselaer, its officers and agents as follows:

I ) Certificate Holder:      County of Rensselaer  
   **Attn: Rensselaer County Attorney**  
   99 Troy Road, 4<sup>th</sup> Floor  
   East Greenbush, New York 12061

II )      Limit of Liability  
            \$1,000,000 Each Occurrence / General Aggregate

The original Owner's Protective Policy shall be furnished to the County of Rensselaer.

## **County of Rensselaer Insurance Requirements**

### **F. Umbrella Liability**

Limit of Liability (minimum limits)

\$2,000,000 each occurrence / \$2,000,000 aggregate \* (where applicable) excess of Commercial General Liability, Commercial Automobile and Workers Compensation Employers' Liability coverages.

### **G. Other Requirements**

The Insurance Certificate shall contain the following:

- A) A description of the work and contract authorization number.
- B) Reference to any special endorsements restricting standard policy coverage.
- C) A statement that the insurance company will provide 60 days written notice to the County of Rensselaer prior to any modifications or cancellations of any such policy by registered mail or return receipt.
- D) County of Rensselaer and/or any of their employees, officers or agents are named as additional insured with respects to the referenced contract.

All required insurance must be in effect and continued so during the life of the Contract, at the Contractor's expense, and is subject to the approval of Counsel as to adequacy, form and correctness. No approval to begin work shall be given to the Contractor until submission and approval of proper insurance certificates and original Owner's and Contractors Protective Policy.

**For additional questions regarding insurance requirements please contact the Rensselaer County Attorney's Office at (518) 270-2950.**

\*With regard to Aggregate

**REQUEST FOR PROPOSAL  
RENSSELAER COUNTY COATS FOR KIDS GOLF TOURNAMENT  
RENSSELAER COUNTY DEPARTMENT OF YOUTH  
OFFICIAL PRICING SHEET**

**Event Date: Tuesday, September 12, 2023**

**Pricing based on 144 golfers**

**Item 1: Food & Beverage**

Breakfast and Lunch are to be provided by the course.

Quantity: 144 @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Item 2: Greens Fees (exclusive of golf carts)**

Quantity: 144 @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Item 3: Golf Cart Fee**

Quantity: 144 @ \$ \_\_\_\_\_ = \$ \_\_\_\_\_

**Item 4: On Course Amenities**

A: Beverage Stations: Quantity: \_\_\_\_\_ \$ \_\_\_\_\_

B: Beverage Cart with Bartender: Quantity: \_\_\_\_\_ \$ \_\_\_\_\_

**Item 5: Gratuity**

Gratuity \_\_\_\_\_ % of \_\_\_\_\_ \$ \_\_\_\_\_

**Item 6: Administration Fee**

Administration fee \_\_\_\_\_ % of \_\_\_\_\_ \$ \_\_\_\_\_

**Item 7: Deposit**

\$ \_\_\_\_\_

**Total Event Cost: \$ \_\_\_\_\_**

Bidder \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-Mail \_\_\_\_\_

LOCAL LAW #2, 1992  
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

**Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.**

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

**- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -**

\_\_\_\_\_  
( Name of Vendor/Company )

\_\_\_\_\_  
( Person authorized to sign & Title )

\_\_\_\_\_  
( Street or Box Number )

\_\_\_\_\_  
( City, State, Zip Code )

\_\_\_\_\_ / /  
( Authorized Signature ) ( Date )

**SUBMIT THIS FORM WITH YOUR PROPOSAL**

**REQUEST FOR PROPOSAL  
RENSSELAER COUNTY COATS FOR KIDS GOLF TOURNAMENT  
RENSSELAER COUNTY DEPARTMENT OF YOUTH  
OFFICIAL PRICING SHEET**

**Event Date:** Tuesday, September 12, 2023

**Pricing based on 144 golfers**

**Item 1: Food & Beverage**

Breakfast and Lunch are to be provided by the course.

Quantity: 144 @ \$ 46<sup>00</sup> = \$ 6624<sup>-</sup>

**Item 2: Greens Fees (exclusive of golf carts)**

Quantity: 144 @ \$ 75<sup>00</sup> = \$ 10,800<sup>-</sup>

**Item 3: Golf Cart Fee**

Quantity: 144 @ \$ 20<sup>00</sup> = \$ 2880<sup>-</sup>

**Item 4: On Course Amenities**

A: Beverage Stations: Quantity: 3 = \$ 1852<sup>50</sup> Estimated

B: Beverage Cart with Bartender: Quantity: 2 = \$ 1016<sup>35</sup> Estimated

**Item 5: Gratuity**

Gratuity 18 % of 9492<sup>85</sup> = \$ 1708<sup>71</sup>

**Item 6: Administration Fee**

Administration fee 4 % of 9492<sup>85</sup> = \$ 379<sup>71</sup>

**Item 7: Deposit**

Deposit = \$                     

**Total Event Cost:** \$ 25261<sup>27</sup>

Bidder The Country Club of Troy Federal Tax ID # 14-0586320

Address 100 Troy Country Club Rd, City Troy State NY Zip 12180

Authorized Signature  Print Name W. Chris Herten

Date 4/7/23 Phone 518 274-1000 x18 Fax \_\_\_\_\_ E-Mail chherten@cocounty  
cluboftroy.com

LOCAL LAW #2, 1992  
CERTIFICATION of COMPLIANCE

Local Law No. 2 for the Year 1992, adopted by the County of Rensselaer and effective as of September 1, 1992, provided for certain changes to the County's Code of Ethics, adopted originally in 1989. One of the changes provided for by the 1992 legislation affects those persons and entities who wish to do business with the County of Rensselaer and Hudson Valley Community College. In substance, the Code of Ethics, as amended, provides as follows:

"No elected public official or family member hereof, nor any partnership [or] unincorporated association in which he or she is a member or employee or in which he or she has a proprietary interest, nor any business or professional corporation of which he or she is an officer, director or legally or beneficially owns or controls more than five percent of the outstanding stock, shall have business dealings with Rensselaer County or any of its boards, agencies, commissions, authorities, districts and Hudson Valley Community College. For purposes of this subdivision, business dealings shall include contracts with Rensselaer County, its boards, agencies, commissions, authorities, districts and Hudson Valley Community College, gained through competitive bidding."

For the purposes of the above section, the term "family member" means "...a spouse, child, step-child, brother, sister parent, or dependent of Rensselaer County officer, employee, public official and party officers."

Should you have any questions concerning the foregoing, you should feel free to contact the Office of the Rensselaer County Attorney, located at the Rensselaer County Office Building, 99 Troy Road, East Greenbush, New York 12061, either in writing or by telephone. The telephone number for the County Attorney's office is (518) 270-2950. Their facsimile number is (518) 270-2922.

STATE OF NEW YORK

COUNTY OF RENSSELAER

The undersigned vendor/bidder hereby certifies and affirms to the County of Rensselaer, New York that it has reviewed the pertinent provisions of Local Law No. 2 of the Year 1992 for the County of Rensselaer, New York and that the undersigned vendor/bidder is not in violation of those provisions pertaining to business dealings with the County of Rensselaer.

- PRINT or TYPE ALL INFORMATION except "SIGNATURE" -

The Country Club of Troy  
(Name of Vendor/Company)

W. Chris Hooker, General Manager  
(Person authorized to sign & Title)

PO Box 170  
(Street or Box Number)

Troy NY 12140 12181  
(City, State, Zip Code)

  
(Authorized Signature)

4/13/23  
(Date)

SUBMIT THIS FORM WITH YOUR PROPOSAL



*The Country Club of Troy*  
Troy, NY

**CCT GOLF EVENT, CATERING AND FACILITIES AGREEMENT**

PO Box 178

Troy, New York 12181-0178

Clubhouse: (518) 274-1000

**Group Name:**

Rensselaer County Dept. of Youth -Coats  
for Kids Outing

**Date of Event:**

September 12,  
2023

**Mailing Address:**

547 River St., 2<sup>nd</sup> floor, Troy, NY 12180

**Contact Person(s):**

Leslie Wallace

**Phone (W):**

518-270-2785

**(Cell):**

518-578-9667

**Email:**

LWallace@rensco.com

**FEES & MINIMUMS**

**Golf Fee:**

Eighty-Five (\$85.00) per player for 100 players or less.

Seventy (\$70.00) per player above 101

Minimum seventy players to close the golf course on a Monday or Tuesday (when permitted).

**Meal Minimum:**

Equal to the number of golfers plus any volunteers and/or vendors

Payment of the above fees entitles each event participant to one round of golf day of the event with use of 1/2 a golf cart and golf range. The event committee is responsible for payment of the minimum number of golfers and each meal. Any meals or golfers over the minimum will be charged at the per person rate.

**FOOD AND BEVERAGE CONSIDERATIONS**

- Specific details & pricing for food and beverage service will be developed with the CCT General Manager or Event Manager. Such details will be outlined in a separate agreement. Pricing is subject to change. Due to market fluctuations a final price of food & beverage will be provided within 30 days of the event.
- CCT will provide ALL food and beverage. Donations of food, beer, soda etc. are not permitted.
- The selling or disposing of all concessions are reserved to CCT. No outside concessions or licenses may be used without CCT authorization.
- All rules and regulations of the New York State Liquor Authority will be strictly enforced.
- For ordering & staffing purposes, CCT requires a final meal count *one week prior* to event.
- All food and beverage charges are subject to 18% gratuity and a 4% administration fee. The administration fee is

not a gratuity. This charge covers set-up and breakdown service, kitchen service, floor personnel and supervision. Applicable sales tax of 8% will be added to all charges other than gratuity.

- All food and beverage is to be consumed during the event while at the premises. There are no provisions for "to go" containers.

## **GOLF CONSIDERATIONS**

- **Golf Carts:**  
The Country Club of Troy has a maximum of 50 golf carts for participant use (100 golfers). Should a greater number of golf carts be necessary, the Golf Professional must be informed no later than 30 days in advance of the event. Tournament fleet golf cars are often in short supply, therefore CCT does not guarantee that additional golf carts can be obtained. When available, the event sponsor is responsible for payment of \$65.00 for each additional golf cart (minimum of 10), regardless of utilization.
- **Group Pairings:**  
Lists of pairings, hole assignments, and/or tee times must be provided to CCT's Golf Staff no later than *72 hours prior* to the event.
- **Tee Signs and Tournament "Pin" Flags:**  
The Club's staff will put in place your event's special tee signs, provided that, they are no larger than 24" x 36" and they are delivered to the Club's maintenance facility on stakes ready for placement no later than *72 hours prior* to your event. Your event committee is responsible for placement of large banners and other promotional materials. Tournament pin flags are to be no larger than 14" x 20" and must be delivered no later than *72 hours prior* to your event. Tube style pin flags are preferred.
- **Hole-In-One Contests & Prizes:**  
Your event committee is responsible for complying with all provisions stipulated in Hole-In-One/Special Event Insurance Policies in effect for the event. This includes providing and positioning required witnesses and ensuring tee markers are set at the appropriate yardages. A copy of any such insurance policies, including yardage requirements, must be provided to the Golf Staff at least *72 hours* in advance of the event.
- **Dress Code:**  
All participants shall wear appropriate attire on the golf course. Bathing attire, blue jeans, cut offs, tank tops, short shorts and undershirts are not acceptable.
- **Golf Spike Policy:**  
Penetrating metal spikes are not permitted on the golf course.
- **Weather Policy:**  
The event will be held rain or shine. CCT Golf Superintendent reserves the right to cancel the outing due to adverse course conditions. In event of cancellation, a reschedule date will be determined within same calendar year. Once participants start play, event will be considered final even if golf is discontinued at any point due to weather.

## **DEPOSITS AND PAYMENT**

- A \$2,000 deposit is required with your signed contract to confirm your function. All deposits are non-refundable unless event is rescheduled within six months of event date. All events are considered tentative and unconfirmed without a signed contract and proper deposit. Deposit will be refundable *only* if CCT must cancel as stated below (item 14).
- Payment of 25% of total price based on the minimum guarantee shall be due 6 months prior to function date. A payment of 50% shall be due 30 days prior to the event.
- Final balance is due the day of the event. Acceptable forms of payment: cash, company check, personal check,

or money order. A 3% processing fee will be added to any amounts paid by credit card.

- Any residual charges, or if number of guests served was more than the guaranteed number, will be invoiced and payment is due within 15 days. Invoices over 15 days are/will be subject to late fees and/or finance charges.

### TAX EXEMPT STATUS

For your organization to be considered tax exempt, New York State requires the following:

- A copy of your current exemption certificate issued by the State of New York 30 days prior to the beginning of your event.
- The exemption must be recognized and held valid by the State of New York; and
- The invoice is paid in full by funds of the organization in which the certificate is issued, upon the receipt of the billing statement.

### CCT SPECIAL GOLF EVENT CONTRACT

- 1) Patron agrees to pay for all persons attending, but not less than, the number of guests guaranteed. CCT may limit service to the number of guests guaranteed. Arrangements for additional guests must be made one week prior to event.
- 2) Once confirmed, if Patron cancels the event, all sums paid in advance shall be retained by CCT as liquidated damages.
- 3) Premises shall be used only for the purpose hired.
- 4) Patron shall comply with all laws, orders, ordinances, and regulations of Federal, State, County and Municipal Authorities, and with any direction of any public officer which shall impose any duty upon CCT or Patron with respect to the premises engaged by the Patron or the use and occupation thereof.
- 5) Whenever a license or permit is required for Patron's function, the Patron, at their own expense, shall procure such license and/or permit from the proper authorities. Such license and/or permit must be left with CCT at least 14 days before the affair is to be held.
- 6) Any vendors, service providers or contractors, independent of the club, must be pre-approved by the General Manager. CCT must be listed as an additional insured on patron's insurance declaration for the date of the event and provided to CCT. This includes liability, workers' compensation, automobile and liquor liability, if applicable.
- 7) The selling or disposing of all concessions are reserved to CCT. This shall include, but not be limited to, soft drinks, candy, tobacco, liquor and/or checkroom. No outside concessions or licenses may be used without CCT written authority.
- 8) Patron shall take good care of the fixtures, furnishings, and real personal property in the premises. Patron assumes responsibility for any, and all damage to such property that it, its employees, guests, or invitee's may cause. CCT shall repair or replace, and the Patron agrees to pay the cost thereof.
- 9) Where the Patron is a corporation, unincorporated association, partnership or other legal entity, this agreement shall be binding on such legal entity.
- 10) Patron agrees that Patron will employ only employees of CCT on the premises or such employees authorized by the undersigned management of CCT.

- 11) Patron, in all respects, will comply with this contract and all the rules and regulations of CCT, its Board of Governors and CCT management.
- 12) CCT, or its agents, shall not be liable for any damage to property entrusted to its employees, nor for the loss of any property by theft or otherwise.
- 13) Patrons shall have free uninterrupted admission to and through premises limited to the area of the affair.
- 14) CCT shall have no responsibility for failure to supply any service when prevented from doing so by strikes, accidents or cause beyond CCT's reasonable contract or by orders and regulations or any governmental authority, or failure of all or other fuel supply, water, gas, electricity, air conditioning if any, or any other failure.
- 15) Patron agrees to indemnify and save harmless CCT, its servants and agents from any claims, liabilities, loss, demands, or actions whatsoever for any personal injuries, death, or property damages to any persons attending the affair hereby contracted for any reason or cause whatsoever even though arising from negligent acts or omissions and to reimburse CCT for any expenses or loss, up to and including reasonable attorney's fees and expenses incurred by reason of any such claim being made against CCT. Patron assumes the responsibility of so notifying all its employees, guests, visitors, and invitee's.
- 16) This agreement constitutes the entire contract between parties. No oral modification thereof shall be valid nor of any force or effect.
- 17) The person executing this contract expressly represents that he or she is of full age, and further, if an organization is named therein as Patron, that he or she is authorized to execute this contract on behalf of the said organization.
- 18) The CC of Troy agrees to service the function specified above and to render the additional services contracted for by Patron in accordance with the provisions of this contract.

**SIGNATURES**

Country Club of Troy Representative	Title	Date
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**By signing below, I have read and understand the terms stated in this contract which is non-transferrable.**

Authorized Signature for Organization Considered Patron.	Title	Date
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# RENSSELAER COUNTY BUREAU OF CENTRAL SERVICES

STEVEN F. McLAUGHLIN  
COUNTY EXECUTIVE

JAMES R. GORDON  
DIRECTOR

## RFP ACKNOWLEDGEMENT

TO: Pierce Hoyt

TITLE: Deputy Commissioner

DEPARTMENT: Department of Youth

RFP Due Date: May 9, 2023

This form acknowledges that RFP No: RFP-23-13 Rensselaer County Coats for Kids Golf Tournament submittals were due by Tuesday, 5/9/23.

Attached are the results of the RFP. It is your responsibility to examine the proposals to make sure specifications are met.

Signed: [Signature] Title: Director  
(BOCS authorized signature)

### DEPARTMENTAL RESPONSE:

Recommended Company: The Country Club of Troy

Amount of the Proposal: \$25,261.27 Budget Code: A.7310.04900

Reason for acceptance or rejection of the proposal: Met Rensselaer County specifications. Only RFP received.

Signed: [Signature] Title: Deputy Comm.  
(Department- Authorized Signature)



# RENSSELAER COUNTY LEGISLATURE

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

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Sent To: Contracts & Agreements

Committee

Date June 13, 2023

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Resolution No. G/40

## RESOLUTION AUTHORIZING AMENDMENTS FOR 2023 YOUTH DEVELOPMENT PROGRAMS G/128/23 - UNITED 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 \$116,827 from the New York State Office of Children and Family Services for a nine (9) month period from January 1, 2023 through September 30, 2023; 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 2023 Rensselaer County Adopted Budget Appropriation Code A.7310.04800, provides funds for the recreation and education of 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 for the recreation and education of 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 per Resolution G/128/23 and their associated contract costs have been updated to reflect the changes, the Town of Grafton was not able to run their program this year due to no Youth Director at this time; therefore, we will provide the funding allocated to them to the Unity House of Troy Summer Camp as they submitted a late application; updated changes are as follows:

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
Town of Grafton 7/3/23 - 8/31/23	Summer Youth Program	\$0.00
Unity House of Troy 7/3/23 - 8/31/23	Summer Traveling Day Camp	\$2,900.00

; 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 contract, 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 its approval as to form by the Rensselaer County Attorney.

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 13, 2023**

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

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

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

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



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

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

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

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

LEGISLATIVE FISCAL IMPACT STATEMENT- 2023

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

Title of Legislation: Resolution Accepting Funds for the 2023 Resource Allocation Plan (RAP) and Authorizing Rensselaer County Executive to execute contracts for Department for Youth.

Requested by: Youth Department

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

FISCAL IMPACT

1.) Projected cost of proposed legislation, if any:  \$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  \$00  and length of time state funding is available  1/1/23 – 9/30/23 . 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 \$ \_\_\_\_\_

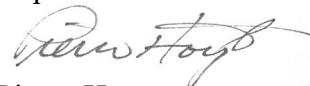
e) Other (please explain) \$ \_\_\_\_\_

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

4.) Length of expense or project (one time only, ongoing, etc.): Nine (9) months

5.) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expenses that will be avoided: The Youth Development funds for the Town of Grafton have been reallocated to the Unity House of Troy's Summer Camp.

Department Head



Pierce Hoyt  
Deputy Commissioner

# RENSSELAER COUNTY LEGISLATURE

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

Sent To: Veterans & Youth

Committee

Date April 11, 2023

Resolution No. G/128/23

## RESOLUTION AUTHORIZING AGREEMENTS FOR YOUTH DEVELOPMENT PROGRAMS - 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 \$116,827 from the New York State Office of Children and Family Services for a nine (9) month period from January 1, 2023 through September 30, 2023; 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 2023 Rensselaer County Adopted Budget Appropriation Code A.7310.04800 provides funds for the recreation and education of the children of Rensselaer County; and

**WHEREAS,** The people 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 for the recreation and education of the children of Rensselaer County are 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>
Arts Center of the Capital Region 6/26/23 - 8/31/23	Arts Access	\$3,000.00
Boys & Girls Club of Southern Rensselaer County 1/1/23 - 9/30/23	Saving at-Risk Youth	\$5,000.00
Boys & Girls Club of the Capital Area 1/1/23 - 9/30/23	Target Outreach	\$8,750.00

AGENCY	PROGRAM	AMOUNT
Catholic Charities 6/26/23 - 8/31/23	Camp Scully	\$3,250.00
Catholic Charities 1/1/23 - 9/30/23	CONSERNS-U	\$2,000.00
Catholic Charities 1/1/23 - 9/30/23	Sunnyside Center	\$5,750.00
CEO Troy L.O.O.K 1/1/23 - 9/30/23	Troy Look Youth Program	\$2,250.00
Cornell Cooperative Extension 1/1/23 - 9/30/23	4H Youth Environmental Education	\$8,250.00
Eastside Neighborhood Recreation Center 1/1/23 - 9/30/23	Hope 7 Youth Program	\$5,375.00
Lansingburgh Boys & Girls Club 1/1/23 - 9/30/23	Youth at-Risk Tutoring	\$6,125.00
New HOPE Greater Community Development 1/1/23 - 9/30/23	Helping Other People Excel	\$1,500.00
Troy Area United Ministries 7/3/23 - 8/31/23	Computers for Kids	\$3,000.00
Town of East Greenbush 7/3/23 - 8/31/23	Summer Youth Program	\$4,000.00
Town of Grafton 7/3/23 - 8/31/23	Summer Youth Program	\$2,900.00
Town of Nassau 7/3/23 - 8/31/23	Youth Program	\$4,000.00
Town of North Greenbush 7/3/23 - 8/31/23	Summer Youth Program	\$2,900.00

Town of Poestenkill 7/3/23 - 8/18/23	Summer Youth Program	\$3,500.00
Town of Sand Lake 7/3/23 - 8/18/23	Summer Youth Program	\$2,900.00
Town of Schodack 7/3/23 - 8/31/23	Summer Youth Program	\$4,500.00
Town of Stephentown 7/3/23 - 8/31/23	Summer Youth Program	\$2,900.00
Village of Valley Falls 7/3/23 - 8/11/23	Summer Youth Program	\$2,900.00

TOTAL APPROPRIATIONS: \$84,750.00

; 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 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: 10  
Nays: 0  
Abstain: 5 (Casale, Fleming, Grimm, Hoffman, Weaver)  
April 11, 2023

Clerk of the Legislature

Sent to County Executive 2/12/23

Received from County Executive 4/13/23

Jessica L. Chaus  
Clerk of the Legislature



Executive Action

Approved  Date 4/12/23

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

[Signature]  
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 11<sup>th</sup> day of April 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 13<sup>th</sup> day of April, located at 99 Troy Road, East Greenbush, New York, and became effective on the 12<sup>th</sup> day of April, 2023.**

**IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Rensselaer County Legislature of Troy, New York, this 13<sup>th</sup> day of April, 2023.**

**Seal**

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

Annual Totals YTD ▾

Reclass Journal Type Classification **State Aid, Culture And Recreation** A.7310.3820 Fiscal Year **2023**

Amended Budget	Revenues	YTD Balance	Percent Received
<b>\$166,269.00</b>	<b>\$0.00</b>	<b>\$166,269.00</b>	<b>0%</b>

Month	Budget	Amendments	Revenues	Current YTD Balance	Percent Received
January	\$166,269.00	\$0.00	\$0.00	\$166,269.00	0 %
February	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
March	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
April	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
May	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
June	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
July	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
August	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
September	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
October	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
November	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
December	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
Total	\$166,269.00	\$0.00	\$0.00	\$166,269.00	0 %
Unposted Transactions	\$0.00	\$0.00	\$0.00	\$166,269.00	0 %
Grand Total	\$166,269.00	\$0.00	\$0.00	\$166,269.00	0 %

**Rensselaer County  
and  
Unity House of Troy, Inc.**

**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 Unity House of Troy, Inc. whose principal place of business is 2431 Sixth Avenue, Troy, New York 12180, (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. Vendor hereby agrees to provide the 2023 Poverty Services Summer Camp Program. Unity House Summer Camp targets at-risk and disconnected youth living in Troy. Camp provides a safe and supportive environment with the goal to prevent youth involvement in the juvenile justice or child welfare systems, or chronic dependency on other human service agencies. Camp connects youth to their community, and by fostering individual character development, as well as pro-social and cultural capital. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$2,900.00** 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.

2. The term of the within Agreement shall commence on **July 10, 2023**, and shall terminate on **August 18, 2023**.

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, Rensselaer County Office Building, 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 stated above.

# RENSSELAER COUNTY LEGISLATURE

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

Sent To: Contracts & Agreements

Committee

Date June 13, 2023

Resolution No. G/55

## RESOLUTION AUTHORIZING A CONTRACT FOR SUMMER FOOD PROGRAM - UNIFIED FAMILY SERVICES - YOUTH SERVICES

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

**WHEREAS**, The ten (10) week United States Department of Agriculture (USDA)/State Education Summer Food Program is 100% reimbursable and the 2023 Rensselaer County Adopted Budget provides an appropriation within Budget Code A.7310.04700, for the purpose of providing nutritious meals to children within the County, throughout the Summer; and

**WHEREAS**, Bids for the Summer Food Program were not required since the new vendor currently participates in the National School Lunch Program ("NSLP"), the School Breakfast Program ("SBP"), and the Summer Food Service Program ("SFSP") with the New York State Education Department, and is in good standing; and

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

<u>CONTRACT DESCRIPTION</u>	<u>VENDOR</u>	<u>APPROPRIATION CODE</u>	<u>CONTRACT AMOUNT</u>
Summer Food Program (07/03/2023 through 08/31/2023)	Capital Region BOCES 900 Albany-Shaker Road Albany, NY 12205	A.7310.04700	\$200,000.00

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**June 13, 2023**

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Clerk of the Legislature

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

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

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Clerk of the Legislature



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Executive Action

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

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

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County Executive

**AGREEMENT TO FURNISH FOOD SERVICE  
FOR THE NEW YORK STATE SUMMER FOOD SERVICE PROGRAM  
(SPONSOR/SCHOOL)**

THIS AGREEMENT is made and entered into between school food authority (SFA) \_\_\_\_\_  
and(sponsor)\_\_\_\_\_

WHEREAS the (SFA)\_\_\_\_\_ agrees to supply unitized meals  
(inclusive/exclusive) of milk and juice to (sponsor)\_\_\_\_\_ with and for the prices  
herein listed:

Breakfast.....\$\_\_\_\_\_ each                      Lunches.....\$\_\_\_\_\_ each  
Snacks.....\$\_\_\_\_\_ each                      Supper.....\$\_\_\_\_\_ each

It is further agreed that (SFA)\_\_\_\_\_, pursuant to the provisions of the Summer Food Service Program regulations, attached copy of which is part of this agreement will assure that: said meals meet the minimum meal pattern requirements as to components and portion sizes, NYS sanitary codes are complied with and full and accurate records that the sponsor will need to be maintained in order to meet its responsibility including menus, production records containing the amounts of food prepared and portion sizes and the daily number of meals delivered by type. It is further agreed that a quality control plan, which meets the criteria established by the Department, will be submitted with and made part of this agreement.

These records must be reported to the (sponsor)\_\_\_\_\_ promptly at the end of each month. The (SFA)\_\_\_\_\_ agrees also to retain records required under the preceding clause for a period of 3 years from the date of receipt of final payment under this agreement (or longer, if an audit is in progress); and upon request, to make all accounts and records pertaining to the Program available to representatives of the U.S. Department of Agriculture, NYS Education Department, and the General Accounting Office for audit or administrative review at a reasonable time and place.

In the event that the (SFA)\_\_\_\_\_ is receiving Federal assistance under the National School Lunch, Breakfast Program, Special Milk Program, or is receiving donated commodities for use in its (name of program)\_\_\_\_\_ under this Agreement, all revenues shall be deposited into its nonprofit food service account and all expenditures made by the SFA in connection with this Agreement shall be paid from such account.

This Agreement shall be effective as of (date)\_\_\_\_\_. It may be terminated by notice in writing given by either party hereto to the other, at least 30 day prior to the date of termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the dates indicated below:

SFA (Officer of the Board of Education)	Sponsor (Member of Executive Board, Mayor, etc.)
Title	Title
Date	Date

Location of food preparation centers(s): \_\_\_\_\_  
\_\_\_\_\_

LEGISLATIVE FISCAL IMPACT STATEMENT- 2021

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

Title of Legislation: Resolution Authorizing County Executive to execute renewal contract with J.R. Proprietors for the USDA/New York State Summer Food Program for UFS/Youth Department.

Requested by: Youth Department

Sponsor(s): Legislative Youth Committee

FISCAL IMPACT

1.) Projected cost of proposed legislation, if any: \$ 200,000.00 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 \$ 200,000.00 and length of time federal funding is available 7/3/23 – 8/31/23. 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 \$ \_\_\_\_\_ 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.): 7/3/23 – 8/31/23

5.) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expenses that will be avoided: The Department for Youth has run the Summer Food Program for the past 48 years. This program is 100% reimbursable and covers all operating costs.



Pierce Hoyt  
Deputy Commissioner