

VETERANS & YOUTH COMMITTEE

WEDNESDAY, MAY 8, 2024

INDEX OF RESOLUTIONS:		
COMMITTEE	RESOLUTION	TITLE
C/V/B/R	G/9	RESOLUTION AMENDING THE 2024 YOUTH SPORTS EDUCATIONAL OPPORTUNITY PROGRAM AGREEMENTS - 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 May 14, 2024

Resolution No. G/9

## RESOLUTION AMENDING THE 2024 YOUTH SPORTS EDUCATIONAL OPPORTUNITY PROGRAM AGREEMENTS - UNIFIED FAMILY SERVICES - YOUTH SERVICES

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

**WHEREAS**, Resolution G/98/24 authorized the execution of agreements for the 2024 Youth Sports Educational Allocations; and

**WHEREAS**, The Department seeks Legislative approval to amend three (3) of the approved agreements relating to their associated costs provided as follows:

<u>AGENCY</u>	<u>PROGRAM</u>	<u>APPROPRIATION CODE</u>	<u>CURRENT</u>	<u>CHANGE</u>	<u>REVISED AMOUNT</u>
The Miracle League 10/1/23- 9/30/24	Special Needs Athletes	A.7310.04800	\$7,831.00	\$3,331.00	\$11,162.00
Troy Youth Association 10/1/23 9/30/24	Youth Summer Program	A.7310.04800	\$6,662.00	\$(6,662.00)	\$ 0.00
Burgh Basketball Association 10/1/23- 9/30/24	Basketball Program	A.7310.04800	\$7,831.00	\$3,331.00	\$11,162.00

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

**Resolution ADOPTED by the following vote:**

**Ayes:**

**Nays:**

**Abstain:**

**May 14, 2024**

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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

LEGISLATIVE FISCAL IMPACT STATEMENT- 2024

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

Title of Legislation: Resolution AMENDING Resolution G/98/24 Accepting Funds for the 2024 Youth Sports Educational Funding (YSEF) and Authorizing Rensselaer County Executive to execute contracts for Department for Youth.

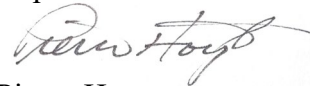
Requested by: Youth Department

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 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: Youth Sports programing that support the health and well-being of youth are one of the corner stone of Youth Services in Rensselaer County. Sports play a big role in the lives of young people by promoting positive social, emotional, health and educational outcomes. Youth Development funds all allocated to youth serving agencies and municipals that serve all youth and children at risk of placement.

Department Head



Pierce Hoyt  
Deputy Commissioner

**Rensselaer County  
and  
East Greenbush Miracle League, 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 East Greenbush Miracle League, Inc., with an address of 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 will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$11,162.00** 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.

**Reimbursement Claim and Annual Performance Report.** The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County [dfleming@rensco.com](mailto:dfleming@rensco.com) no later than **October 14, 2024** -- two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County [dfleming@rensco.com](mailto:dfleming@rensco.com) no later than **October 21, 2024** -- three (3) weeks after the program ends. **Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.**

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, 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 set forth below.



**Rensselaer County  
and  
Burgh Basketball Association LLC**

**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 Burgh Basketball Association LLC, whose principal place of business is 8 Dusenberry Lane, Troy, New York 12182, (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 will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$11,162.00** 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.

**Reimbursement Claim and Annual Performance Report.** The Vendor agrees to provide the completed **Reimbursement Claim** to Rensselaer County [dfleming@rensco.com](mailto:dfleming@rensco.com) no later than **October 14, 2024** -- two (2) weeks after the program ends, and provide the **Annual Performance Report** to Rensselaer County [dfleming@rensco.com](mailto:dfleming@rensco.com) no later than **October 21, 2024** -- three (3) weeks after the program ends. **Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.**

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.

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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.

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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  
and  
Troy Youth Association, 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 Troy Youth Association, Inc. [Troy Area CYO] whose principal place of business is 237 4th Street, 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. The Vendor will provide Youth Sports Educational Programing that aim to enhance and support the physical and emotional health and well-being of children and youth under the age of 19, by promoting positive social, emotional, health, and educational outcomes that have important life-long effects in under-served communities. These programs should support sports education and focus on the "Life Area" and work towards the goals and objectives that were chosen on the application. County, in consideration of Vendor rendering said services, hereby agrees to pay over to Vendor the sum of **\$6,662.00** 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><b>Reimbursement Claim and Annual Performance Report.</b> The Vendor agrees to provide the completed <b>Reimbursement Claim</b> to Rensselaer County <a href="mailto:dfleming@rensco.com">dfleming@rensco.com</a> no later than <b>October 14, 2024</b> -- two (2) weeks after the program ends, and provide the <b>Annual Performance Report</b> to Rensselaer County <a href="mailto:dfleming@rensco.com">dfleming@rensco.com</a> no later than <b>October 21, 2024</b> -- three (3) weeks after the program ends. <b>Vendor's failure to timely submit the Reimbursement Claim and Annual Performance Report will result in Vendor's forfeiture of the grant.</b></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/98/24

## RESOLUTION AUTHORIZING AGREEMENTS FOR 2024 YOUTH SPORTS EDUCATIONAL OPPORTUNITIES 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 \$45,310.00 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 Education; 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 Opportunities 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>
Cornell Cooperative Extension 10/1/23 - 9/30/24	4-H Environmental Education	\$5,662.00
Catholic Charities Camp Scully 6/30/24 - 8/31/24	Youth Summer Camp	\$6,662.00
Friends of Dyken Pond Environmental Center 10/1/23 - 9/30/24	Outdoor Adventure Camp	\$10,662.00

<u>AGENCY</u>	<u>PROGRAM</u>	<u>AMOUNT</u>
The Miracle League	Special Needs Athletes	\$7,831.00
Troy Youth Association 10/1/23 - 9/30/24	Youth Summer Program	\$6,662.00
Burgh Basketball Association, LLC 10/1/23 - 9/30/24	Basketball Program	<u>\$7,831.00</u>
<b>TOTAL APPROPRIATIONS:</b>		<b>\$45,310.00</b>

; 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. Chan  
Clerk of the Legislature



Executive Action  
Approved  Date 3/13/24  
Disapproved   
Veto Message Attached and Returned to Clerk  
[Signature]  
County Executive