



# County of Schenectady

NEW YORK

**ANTHONY JASENSKI**  
CHAIR OF THE LEGISLATURE

**GEOFFREY T. HALL**  
CLERK OF THE LEGISLATURE

**SCHENECTADY COUNTY LEGISLATURE**

County Office Building  
620 State Street – 6<sup>th</sup> Floor  
Schenectady, New York 12305  
Tel: (518) 388-4280 Fax: (518) 388-4591  
Website: [www.schenectadycounty.com](http://www.schenectadycounty.com)

**MARCH 6, 2023**  
**COMMITTEE MEETING SCHEDULE**

DATE: 3 March 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall; Clerk of the Legislature  
SUBJECT: Committee Meetings  
Monday, March 6, 2023  
620 State Street  
Legislative Chambers  
Sixth Floor – 7:00 PM

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7:00 P.M.	Committee on Economic Development & Panning Legislator Hughes, Chair	page 1
Followed by:	Committee on Health, Housing & Human Service Legislator Ostrellich Chair	page 4
Followed by:	Committee on Labor & Civil Services Legislature McGill, Chair	page 32
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Followed by:	Committee on Neighborhood Revitalization Legislature Ruzzo, Chair	page 42
Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 51
Followed by:	Committee on Public Safety & Firefighting Legislator Patierne, Chair	page 61
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Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 148



# Schenectady County Legislature

Committee on Economic Development and Planning

Hon. Gary Hughes, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305  
Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Economic Development and Planning  
Honorable Gary Hughes, Chair  
Monday, March 6, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EDP	2 A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO THE LICENSE AGREEMENT WITH LEGERE CENTER, LLC.	Legislator Hughes	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Economic Development and Planning  
**Dual Reference:**  
**Initiative:** EDP 2

**Title of Proposed Resolution:**

A RESOLUTION TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO AN AMENDMENT TO THE LICENSE AGREEMENT WITH LEGERE CENTER, LLC.

**Purpose and General Idea:**

Provides Authorization to Extend a License Agreement with Legere, LLC for properties on South Ferry Street and South Church Street.

**Summary of Specific Provisions:**

Authorizes the extension of the license agreement with Legere, LLC for parking lots on South Ferry Street and South Church Street for use by visitors of the "Van Gogh - The Immersive Experience" Exhibit at the Armory Studios. The original term for the proposed agreement expired on January 25, 2023. The new term agreement would be from January 26, 2023, through January 25, 2024

**Effects Upon Present Law:**

None.

**Justification:**

The Van Gogh exhibit continues to provide another strong entertainment option for visitors from the Capital Region and beyond. The exhibit draws thousands of visitors to the County which provides a boost to County sales tax revenue.

**Sponsor:** Legislator Hughes

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



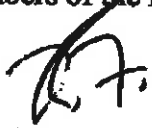
RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Christopher Gardner, County Attorney

**Date:** March 3, 2023

**Re:** Authorization to Extend a License Agreement with Legere, LLC for Properties on South Ferry Street and South Church Street

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Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to approve an extension of a license agreement with Legere, LLC to use the County-owned South Ferry Street and South Church Street parking lots for visitors of the "Van Gogh – The Immersive Experience" Exhibit at the Armory Studios. The term for the original agreement expired January 25, 2023. The term of this agreement is now January 26, 2023 through January 25, 2024.

I recommend your approval.



# Schenectady County Legislature

Committee on Health, Housing and Human Services

Hon. Michelle Ostrelich, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Health, Housing and Human Services  
Honorable Michelle Ostrelich, Chair  
Monday, March 6, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsor</u>
HHHS	6 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Ostrelich	
HHHS	7 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO ENHANCE ADULT PROTECTIVE SERVICES	Legislator Ostrelich	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Health, Housing, and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 6

**Title of Proposed Resolution:**

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES

**Purpose and General Idea:**

Provides authorization to eliminate and create positions in the Schenectady County Public Health Department

**Summary of Specific Provisions:**

Authorizes the elimination of the Public Health Nurse (CSEA Grade 15-3, \$60,765) position and create the position of Health Specialist (CSEA Grade 14-1, \$53,792) in the Schenectady County Public Health Department.

**Effects Upon Present Law:**

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Public Health Services.

Establish and Increase Appropriation Code By:

A514012.111	Department of Public Health Services	Public Health Specialist	\$53,792
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Reduce Appropriation Code By:

A514012.111	Department of Public Health Services	Public Health Nurse	\$60,765
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

The Public Health Specialist will assist with data collection and deliverable documentation, thus furthering the State's focus on prioritizing the Public Health Emergency (PHEP) Deliverables that are due quarterly.

**Sponsor: Legislator Ostrelch**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager *R.F.*

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Keith Brown, Director of Public Health  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** March 3, 2023

**RE:** Authorization to Eliminate and Create Positions in the Department of Public Health

---

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization to eliminate the position of Public Health Nurse and create the position of Public Health Specialist (CSEA Grade 14). As Mr. Brown indicates, these changes would enable the Department of Public Health to create career paths for existing positions. The Public Health Specialist will assist with data collection and deliverable documentation, thus furthering the State's focus on prioritizing Public Health Emergency Preparedness (PHEP) Deliverables that are due quarterly.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.

**SCHENECTADY COUNTY PUBLIC HEALTH SERVICES**  
**INTER-OFFICE MEMO**  
**2023**

**TO:** *Rory Fluman, County Manager*  
**From:** *Keith Brown, Public Health Director*  
**RE:** *Legislative Action – March Legislative Meeting*  
*Requesting Legislative approval to eliminate one Public Health Nurse position*  
*and create an additional Public Health Specialist position*  
**Copies:** *Jaclyn Falotico, Commissioner of Finance*  
*Shane Bargo, Deputy County Manager*  
*Kim Scheuer, Deputy Commissioner of Finance*  
**Date:** *2/9/23*

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Dear Rory,

Schenectady County Public Health Services is requesting that the vacant Public Health Nurse (Grade 15-3, \$60,765) position be eliminated, and a Public Health Specialist (Grade 14-1, \$53,792) position be created in its place. This opening presents an opportunity to re-evaluate the credentials required for the position, creates a career path for other existing positions, and results in a net cost-savings.

Recruitment efforts for the Public Health Nurse vacancy have been unsuccessful. The County currently has a continuous recruitment posting for Public Health Nurse and has received no applicants. Public Health advertised the position publicly on Indeed and received applications from two registered nurses, neither of whom responded to multiple attempts to contact them for interviews.

This change will support the State's increased focus on Public Health Emergency Preparedness (PHEP) Deliverables that are due quarterly. The Public Health Specialist will support compliance with deliverable documentation, including data collection and site-specific plans.

It is requested that this change be implemented upon legislative approval.

Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH  
Public Health Director



County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** February 27, 2023  
**SUBJECT:** Budget Amendment – Schenectady County Public Health Services  
Creation of Public Health Specialist and Elimination of Public Health Nurse

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The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Public Health Services.

Establish and Increase Appropriation Code By:

A514012.111	Department of Public Health Services	Public Health Specialist	<u>\$53,792</u>
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Reduce Appropriation Code By:

A514012.111	Department of Public Health Services	Public Health Nurse	<u>\$60,765</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

# Memo

**To: Rory Fluman, County Manager**  
**From: Joe McQueen, Director of Human Resources**  
**Date: February 24, 2023**  
**Re: Elimination and Creation of Positions in Public Health Services**

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**The Office of Public Health Services has requested the elimination of the position Public Health Nurse and the creation of a Public Health Specialist Position. I recommend the creation of the position of Public Health Specialist at a CSEA Grade 14.**

**No additional action by the Civil Service Commission is necessary.**

**Thank you.**

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Health, Housing, and Human Services  
**Dual Reference:** Ways and Means  
**Initiative:** HHHS 7

**Title of Proposed Resolution:**

A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO ENHANCE ADULT PROTECTIVE SERVICES

**Purpose and General Idea:**

Authorization to Enter into a Multi-Year Agreement with the NYS Office of Children and Family Services for the Enhance Adult Protective Service Grant

**Summary of Specific Provisions:**

Provides authorization to enter into a multi-year agreement with the NYS Office of Children and Family Services for the Enhance Adult Protective Service Grant in the amount of \$53,804. The grant period runs from August 1, 2022, through September 30, 2024

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget in the Department of Social Services to accommodate grant funding from the NYS Office of Children and Family Services from the Grants to Enhance Adult Protective Services program.

Increase Revenue Code By:		
A46010.461001	Adult Protective Services – COVID-19 Grant	\$53,804
Increase Expenditure Code By:		
A546010.415611	Adult Protective Services – COVID-19 Grant	\$53,804

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

These funds will enable the County’s Department of Social Services to invest in goods, services, and housing for the vulnerable adult protective population.

**Sponsor: Legislator Ostrelich**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



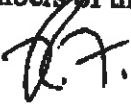
RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Brandy Hillard-Bouldin, Commissioner of Social Services  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 3, 2023

**Re:** Authorization to Enter into a Multi-Year Agreement the NYS Office of Children and Family Services for the Enhance Adult Protective Services Grant

---

Attached is a memorandum from Brandy Hillard-Bouldin, Commissioner of Social Services, requesting authorization to enter into a multi-year agreement with the NYS Office of Children and Family Services for the Enhance Adult Protection Services grant in the amount of \$53,804. These funds will enable the Department of Social Services to invest in goods, services, and housing for the vulnerable adult protective population.

This agreement will cover the period starting August 1, 2022, through September 30, 2024.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.

**SCHENECTADY COUNTY**

**DEPARTMENT OF SOCIAL SERVICES**



797 Broadway, Suite 301  
Schenectady, NY 12305  
518-388-4400  
518-388-4644 (FAX)

Brandy Hillard-Bouldin  
Commissioner

**MEMORANDUM**

**TO:** Rory Fluman, County Manager  
**FROM:** Brandy Hillard-Bouldin, Commissioner  
**DATE:** February 24, 2023  
**RE:** Budget Amendment Request

On September 8, 2022, we received notification from the New York State Office of Children and Family Services that we had been awarded \$53,804 in federal funding from the Grants to Enhance Adult Protective Services, which is administered by the Federal Administration for Community Living. These funds are awarded to the State by the Federal government and passed down to the counties to enhance our ability to meet the needs of our Adult Protective population. We are permitted by the State to use these funds subject to their approval for goods, services, and housing for the vulnerable adult protective population. The proposal which we submitted to the State was approved for use for these services and for Schenectady County to be reimbursed.

I would respectfully request authorization to accept \$53,804 from the New York State Office of Children and Family Services. I would ask that the 2023 Schenectady County Budget be amended to reflect the increase in Revenue: A46010.461001 - \$53,804 and Expense: A546010.415611 - \$53,804

Thank you.

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4250  
(518) 388-4248 Fax

County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** February 27, 2023  
**SUBJECT:** Budget Amendment – NYS Office of Children and Family Services –  
Grants to Enhance Adult Protective Services – Department of Social Services

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The Department of Finance provides the following amendment to the 2023 Operating Budget in the Department of Social Services to accommodate grant funding from the NYS Office of Children and Family Services from the Grants to Enhance Adult Protective Services program.

Increase Revenue Code By:

A46010.461001	Adult Protective Services – COVID-19 Grant	<u>\$53,804</u>
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Increase Expenditure Code By:

A546010.415611	Adult Protective Services – COVID-19 Grant	<u>\$53,804</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



# Office of Children and Family Services

Kathy Hochul  
Governor

52 WASHINGTON STREET  
RENSSELAER, NY 12144

Sheila J. Poole  
Commissioner

## Local Commissioners Memorandum

**Transmittal:** 22-OCFS-LCM-25  
**To:** Local Departments of Social Services Commissioners  
Directors of Services  
Adult Protective Supervisors  
**Issuing Division/Office:** Division of Child Welfare and Community Services  
Division of Administration  
**Date:** September 8, 2022  
**Subject:** Administration for Community Living – American Rescue Plan Act  
Adult Protective Services Grant FFY 22  
**Contact Person(s):** See section IV.  
**Attachments:** Attachment A: *District Allocation Amounts*  
Attachment B: *Attestation of Use of Administration for Community Living – American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services*  
Attachment C: *Large Purchase Request for Expenditure Exceeding \$5,000*  
Attachment D: *Tribes in New York State and County of Residence*  
Attachment E: *Annual Program Report Template and Instructions*  
Attachment F: *For U.S. Administration for Community Living Grants*

### I. Purpose

The purpose of this Local Commissioners Memorandum (LCM) is to advise local departments of social services (LDSSs) of the availability of federal funds through the American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services administered by the Administration for Community Living (ACL). The federal ACL has made available one-time funding in the amount of \$9,195,346 to New York State for use from August 1, 2022, through September 30, 2024. This LCM provides information on each LDSS's allocation (Attachment A) from the remaining funds, how the funds can be used, and annual reporting and claiming requirements.

### II. Background

These funds are being made available to states to provide resources to enhance, improve and expand adult protective services' (APS) ability to investigate allegations of abuse, neglect and exploitation. The New York State Office of Children and Family Services (OCFS) recently surveyed the districts to ascertain the current needs and services of vulnerable adults in their LDSSs as well as their staff's needs. The survey identified the following needs and services: the need for additional/temporary staff; additional personal protection equipment; the use of tele-

health services; and tangible services for clients, such as rental assistance, transportation, and food and meal delivery.

### III. Program Implications

LDSSs can only use the funds for the allowable expenditures noted below. LDSSs will be required to sign an attestation (Attachment B) indicating how they will use the funds in accordance with the allowable identified expenditures of the federal grant. LDSSs must also attest that they will not use their allocation to supplant any New York State (NYS) APS funds and that the funds will only be used to supplement existing state and LDSS APS resources. OCFS may reallocate any unspent funds from an LDSS to other LDSSs that have claims that exceed their allocations. Funds can be used from August 1, 2022, through September 30, 2024.

Completed attestations (Attachment B) are due to Shelly Fiebich ([Shelly.Aubertine-Fiebich@ocfs.ny.gov](mailto:Shelly.Aubertine-Fiebich@ocfs.ny.gov)) by **September 20, 2022**.

The funds may be used for the following purposes:

- Establishing or enhancing the availability for elder shelters and other emergency, short-term housing and accompanying “wraparound” services for APS clients
- Establishing, expanding or enhancing statewide and local-level elder justice networks to remove bureaucratic obstacles and improve coordination across the many state and local agencies interacting with APS clients who have experienced abuse, neglect or exploitation
- Working with tribal APS efforts, such as conducting demonstrations on state-tribal APS partnerships to better serve tribal elders who experience abuse, neglect, and exploitation; partnering with tribes within the state to include tribal elder abuse data in the state’s National Adult Maltreatment Reporting System (NAMRS); and undertaking demonstrations to better understand elder abuse experienced by tribal individuals living in non-tribal communities and served by state APS programs
- Improving or enhancing existing APS processes for receiving reports, conducting intakes and investigations, planning/providing for services, making case determinations, documenting and closing cases, and continuous quality improvement
- Improving and supporting remote work, such as the purchase of communications and technology hardware, software or infrastructure to provide adult protective services such as:
  - laptops,
  - smartphones,
  - electronic tablets,
  - Wi-Fi hotspots and
  - software to facilitate secure video conferencing and virtual meetings.
- Improving data collection and reporting at the caseworker, local and state levels in a manner that is consistent with NAMRS
- Costs associated with establishing new or improving existing processes for responding to alleged scams and frauds
- Costs associated with community outreach
- Costs associated with providing goods and services to APS clients
- Acquiring personal protection equipment and supplies
- Paying for extended hours/overtime for staff, hiring temporary staff, and associated personnel costs
- Training costs
- Costs associated with assisting APS clients to secure the least restrictive option for emergency or alternative housing, and with obtaining, providing or coordinating with



care transitions as appropriate; these funds can be used to temporarily assist an APS client in securing housing services with a Family-Type Home for Adults.

Any prospective equipment purchases of \$5,000 or more per unit must receive prior approval from OCFS per 45 CFR 75.320(a)(2). Equipment refers to tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes or \$5,000. Each district is required to forward to OCFS any proposed equipment purchase costing \$5,000 per unit or more using Attachment C.

When submitting equipment purchase requests using Attachment C, the following information is required:

- Identification of and cost of purchase
- Purpose and intended use of the proposed purchase
- Market research completed (i.e., obtaining bids, assessment of lease vs. purchase)
- Efforts to adhere to recommended requirements of the "Buy American Act" which requires federal agencies to procure domestic products and materials when consistent with public interest and reasonable costs (<https://www.gao.gov/products/105519>).

Equipment purchase requests (Attachment C) should be submitted directly to OCFS. OCFS will review and approve or disapprove the purchase request and will contact the LDSS immediately upon approval. Once prior approval is received, districts should then follow their own procurement policies.

#### IV. Annual Reporting Requirements

LDSSs awarded funding need to submit an annual programmatic report that details how the funds were used in accordance with the federal requirements and what challenges and successes they encountered in using the funds. A template and instructions are provided in Attachment E.

Additionally, LDSSs with tribes residing within the LDSS must work collaboratively with the tribes to provide support to those individuals aged 60 or older who have an APS need. A list of the tribes and the LDSS they reside in is in Attachment D.

Completed programmatic reports must be emailed to Shelly Fiebich at [Shelly.Aubertine-Fiebich@ocfs.ny.gov](mailto:Shelly.Aubertine-Fiebich@ocfs.ny.gov) as instructed in Attachment E.

#### V. Claiming Requirements

There is \$7,577,396 in federal funds for expenditures related to the implementation of the American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services. Claims for these funds must be submitted as described below. These funds are to be used only to reimburse expenditures beginning August 1, 2022, and ending September 30, 2024, and final accepted in the Automated Claiming System (ACS) by October 31, 2024.

Expenditures for the American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services project should be claimed through the RF17 claim package for special project claiming. These costs are first identified on the RF2A claim package as F17 functional costs and reported in the F17 column on the LDSS-923, *Cost Allocation Schedule of Payments Administrative*

*Expenses Other Than Salaries and the LDSS-2347, Schedule D DSS Administrative Expenses Allocation and Distribution by Function and Program. After final acceptance of the RF2A claim package, the individual project costs are then reported under the project label Adult Protective ARPA 2 on the LDSS-4975A, RF17 Worksheet, Distribution of Allocated Costs to Other Reimbursable Programs.*

Salaries, fringe benefits, staff counts, and central services costs are directly entered on the RF17 Worksheet while overhead costs are automatically brought over from the RF-2A, Schedule D, and distributed based upon the proportion of the number of staff assigned to this project. Employees not working all their time on this project must maintain time studies to support the salary and fringe benefit costs allocated to the program.

Non-salary administrative costs are reported with the appropriate object of expense code(s) on the LDSS-923B, Summary-Administrative (page 1), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*. Program costs should be reported as object of expense code 37 - Special Project Program Expense on the LDSS-923B, Summary-Program (page 2), *Schedule of Payments for Expenses Other Than Salaries for Other Reimbursable Programs*.

Total project costs should be reported on the LDSS-4975, *Monthly Statement of Special Project Claims Federal and State Aid (RF-17)* as 100% federal share. For each LDSS, the expenditures reported for the Adult Protective ARPA 2 will be reimbursed up to the amount of the district's allocation.

Further instructions for completing time studies, the LDSS-923 and the Schedule D, and the RF17 claim package are found in Chapters 4, 7 and 18, respectively, of the *Fiscal Reference Manual (FRM)*, Volume 3. The FRM is available online at <http://otda.state.ny.net/bfdm/finance/>.

## VI. Contacts

Questions pertaining to the attestations and reports may be directed to:

Shelly Fiebich, Director, Bureau of Adult Services  
518-402-1639

[Shelly.Aubertine-Fiebich@ocfs.ny.gov](mailto:Shelly.Aubertine-Fiebich@ocfs.ny.gov)

Questions pertaining to the allocations may be directed to:

Shonna Clinton, Local Operations Manager, Bureau of Budget Management  
(518) 474-1361

[Shonna.Clinton@ocfs.ny.gov](mailto:Shonna.Clinton@ocfs.ny.gov)

Any ACS claiming questions should be directed to the OTDA Bureau of Financial Services by email or telephone:

Lauren Horn (Regions I-V) at (518) 474-7549

[otda.sm.Field\\_Ops.I-IV@otda.ny.gov](mailto:otda.sm.Field_Ops.I-IV@otda.ny.gov)

22-OCFS-LCM-25

Michael Simon (Region VI) at (212) 961-8250  
[Michael.Simon@otda.ny.gov](mailto:Michael.Simon@otda.ny.gov)

September 8, 2022

***/s/ Lisa Gharvey Ogundimu, Esq.***

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**Issued by:**

**Name: Lisa Gharvey Ogundimu, Esq.**

**Title: Deputy Commissioner**

**Division/Office: Division of Child Welfare and Community Services**

***/s/ Brian Bagstad***

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**Issued by:**

**Name: Brian Bagstad**

**Title: Director, Bureau of Budget Management**

**Division/Office: Division of Administration**

**Attachment A:  
District Allocation Amounts**

<b>District</b>	<b>Allocation</b>	<b>District</b>	<b>Allocation</b>
Albany	\$125,945	Ontario	\$31,007
Allegany	\$26,322	Orange	\$102,121
Broome	\$75,888	Orleans	\$25,000
Cattaraugus	\$28,463	Oswego	\$42,250
Cayuga	\$29,133	Otsego	\$25,000
Chautauqua	\$64,913	Putnam	\$35,780
Chemung	\$40,509	Rensselaer	\$75,353
Chenango	\$25,000	Rockland	\$96,588
Clinton	\$25,000	Saratoga	\$79,904
Columbia	\$38,859	Schenectady	\$53,804
Cortland	\$25,000	Schoharie	\$25,000
Delaware	\$57,106	Schuyler	\$25,000
Dutchess	\$98,819	Seneca	\$25,000
Erie	\$412,142	St. Lawrence	\$51,975
Essex	\$25,000	St. Regis	\$25,000
Franklin	\$25,000	Steuben	\$73,836
Fulton	\$30,516	Suffolk	\$187,333
Genesee	\$25,000	Sullivan	\$40,777
Greene	\$25,000	Tioga	\$25,000
Hamilton	\$25,000	Tompkins	\$36,226
Herkimer	\$35,736	Ulster	\$27,660
Jefferson	\$33,906	Warren	\$25,000
Lewis	\$25,000	Washington	\$25,000
Livingston	\$25,786	Wayne	\$25,000
Madison	\$25,000	Westchester	\$129,915
Monroe	\$195,230	Wyoming	\$25,000
Montgomery	\$25,000	Yates	\$25,000
Nassau	\$127,908		
Niagara	\$104,351	NYC	\$4,152,425
Oneida	\$47,870		
Onondaga	\$186,040	<b>Statewide Total</b>	<b>\$7,577,396</b>

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

**Attachment B:**

**Attestation of Use of Administration for Community Living (ACL)  
American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services (FFY22)  
ARPA 2**

This is to certify that \_\_\_\_\_ department of social service (LDSS) will use the allocation of the American Rescue Plan Act funds authorized in the amount of \$\_\_\_\_\_ to enhance, improve and expand the ability of the LDSS's Adult Protective Services to investigate allegations of abuse, neglect and exploitation, as indicated below. Additionally, we will work collaboratively with any tribe residing within our district to implement this funding, as warranted.

Such funds will not be used to supplant any other state or local funds and the funds will only be used to supplement existing New York State and LDSS APS resources. Claims for reimbursement under this appropriation will not be submitted for the same type and level of funding covered by any other state or locally authorized appropriation.

**Plan for use of funds – check all that apply:**

- 1. Establishing or enhancing the availability of elder shelters or other emergency, short-term housing and accompanying "wrap-around" services for APS clients
- 2. Establishing or expanding/enhancing the state-wide and local-level elder justice networks
- 3. Working with tribal adult protective services efforts
- 4. Improving or enhancing existing APS processes
- 5. Improving and supporting remote work, such as purchasing communications and technology hardware, software or infrastructure (equipment \$5,000 or more needs OCFS and ACL approval)
- 6. Improving data collection and reporting at the case worker, local and state levels in a manner consistent with the National Adult Maltreatment Reporting System (NAMRS)
- 7. Establishing new or improving existing processes for responding to alleged scams and frauds
- 8. Conducting community outreach
- 9. Providing goods and services to APS clients
- 10. Acquiring personal protection equipment and supplies
- 11. Paying for extended hours/overtime for staff, hiring temporary staff, and associated personnel costs
- 12. Training costs
- 13. Assisting APS clients with securing the least restrictive option for emergency or alternative housing and with obtaining, providing or coordinating with care transitions as appropriate

**NOTE:** On the following page, LDSSs must identify which project goals the above selected strategies will support and the dollar amount of the grant allocation that will be devoted to that project(s).

NEW YORK STATE  
OFFICE OF CHILDREN AND FAMILY SERVICES

Attachment B:

Attestation of Use of Administration for Community Living  
American Rescue Plan Act of 2021: Grants to Enhance Adult Protective Services

List the number of each strategy selected from previous page next to the ARPA Project Goal(s) the LDSS Intends to impact with these funds (At least one Goal and one row must be selected and completed)	ARPA Project Goal	ARPA Grant #2 Funding Amount designated for each Project Goal selected	Selection aligns with current county plan Y/N
	Improve/enhance identification and investigation of vulnerable adults who self-neglect or are abused, neglected, or exploited by others.		
	Enhance/improve use of legal interventions including improved awareness and training for legal systems partners and stakeholders.		
	Improve/enhance effective utilization of multidisciplinary teams and community resources to improve investigations, assessments and service delivery to reduce risk and protect vulnerable adults.		
	Enhance provision of protective and residential services in the least restrictive manner that will effectively protect and support self-determination of vulnerable and dependent adults.		
	Youth aging out of foster care or other child welfare services who could benefit from Adult Protective Services as they reach adulthood will be identified, have their needs assessed and be protected.		
	Promote the safety and dignity of vulnerable adults by improving awareness of APS authority and of incidences of abuse, injury, exploitation, violence, and neglect.		

Name of person completing the form:

Date:

Name of Commissioner:

Commissioner's signature:

Date:

Email completed attestations to [Shelly.Aubertine-Fiebich@ocfs.ny.gov](mailto:Shelly.Aubertine-Fiebich@ocfs.ny.gov) by September 20, 2022.

**Attachment B:  
Strategies and Goal Guide**

The chart below is included as a reference tool to assist in strategy and goal selection for the required attestation.

<b>ACL Project Goal</b>	<b>Matching ACL Strategies</b>
<p><b>Improve/enhance identification and investigation of vulnerable adults who self-neglect or are abused, neglected or exploited by others.</b>                      Lack of staffing resources                      Enhance data system/technology                      Identifying LDSS training specific to APS and clients                      Improve/enhance inter-agency collaborations                      Improve/enhance communications with systems/providers/agencies</p>	<p><i>Training, Equipment, Temp staff, Response to fraud/scams, Community outreach, PPE, Travel, Improved data collections, System enhancements, Enhancing existing processes, Working with Tribal APS partners, Enhancing elder justice networks, Establishing/enhancing elder shelters or other emergency housing and wraparound services</i></p>
<p><b>Enhance/improve use of legal interventions including improved advocacy, awareness, and training for legal systems partners and stakeholders.</b>                      Better engagement/ training/ understanding with legal/court system</p>	<p><i>Response to fraud/scams, Training, Enhancing existing processes, Temp staff</i></p>
<p><b>Improve/enhance effective utilization of multidisciplinary teams and community partners and resources to improve investigations, assessments, and service delivery to reduce risk and protect vulnerable adults.</b>                      Improve/enhance inter-agency collaborations                      Improve/enhance communications with systems/providers/agencies                      Partner with agencies to increase awareness                      Improved partnerships with financial institutions                      Increasing Rep Payee cases/limited supports                      Identify strategies to better support underserved populations</p>	<p><i>Response to fraud/scams, PPE, Travel, Goods and services, Working with Tribal APS partners, Establishing/enhancing elder shelters or other emergency housing and wraparound services</i></p>
<p><b>Enhance provision of protective and residential services in the least restrictive manner that will effectively protect and support self-determination of vulnerable and dependent adults.</b>                      Lack of resources perpetuate/increase client risks</p>	<p><i>Emergency housing and care transitions, Goods and services, Community outreach, Working with Tribal APS partners, Establishing/enhancing elder shelters or other emergency housing and wraparound services</i></p>
<p><b>Promote the safety and dignity of vulnerable adults by improving awareness of APS authority and of incidences of abuse, injury, exploitation, violence, and neglect.</b>                      Misunderstanding of APS roles/authority                      Identify strategies to better support underserved populations                      Partner with agencies to increase awareness of practicality of APS role                      Improved partnerships with financial institutions/appropriate referral</p>	<p><i>Community outreach, Training, Response to fraud/scams</i></p>

**Attachment C:  
Large Purchase Request for Expenditure Exceeding \$5,000 Form**

Email equipment requests costing \$5,000 or more per unit to Shelly Flebich at [Shelly.Aubertine-Fiebich@ocfs.ny.gov](mailto:Shelly.Aubertine-Fiebich@ocfs.ny.gov)

<b>Date:</b>	
<b>Grantee Organization:</b>	NYS Office of Children and Family Services
<b>Grantee Contact Name:</b>	
<b>Grantee Email:</b>	
<b>Grant Number:</b>	
<p><b>Attach three cost estimates for the piece of equipment you are requesting and indicate here which bid you are choosing.</b></p> <p><b>Cost estimates can be bids from vendors/dealerships or print outs of cost from sellers.</b></p>	
<p><b>Describe the purpose/intended use of the equipment and how the equipment will benefit the program.</b></p>	
<p><b>What percentage of the total cost of the equipment/supply will these grant funds cover? If other funding is available, please identify the source and amount.</b></p> <p>For instance, if the total cost of the item is \$10,000, and the grant program is responsible for \$5,000, and state/territory funds will be used for the remaining \$5,000 write 50% in this space. If grant funds will be used to for the full cost of the purchase, write 100% in this space.</p>	



<p><b>What is the estimated percentage of time the equipment will be used by the APS program?</b></p> <p>If this purchase is being shared with other programs, indicate the percentage of time that the program will use this item. For instance, if you're purchasing a vehicle partially with APS grant funds and partially with state/territory funds, and your program will only have access to the vehicle 50% of the time, write 50% in this space. If the APS program will have access to the purchase 100% of the time, write 100% in this space.</p>	
<p><b>Include an analysis of lease and purchase alternatives to determine which would be the most economical and practical procurement of the recipient and the federal government.</b></p>	
<p><b>Buy American Requirement: Attach information indicating the equipment is produced in the United States.</b></p>	

**Attachment D:  
Tribes in New York State and County of Residence.**

**Cayuga Nation of Indians – Seneca and Cayuga Counties**

**Oneida Indian Nation – Madison County**

**Onondaga Nation – Onondaga County**

**St. Regis Mohawk Tribe – Franklin County**

**Seneca Nation of Indians – Erie, Cattaraugus and Chautauqua Counties**

**Tonawanda Band of Seneca – Genesee County**

**Tuscarora Nation – Niagara County**

**Unkechaug and Shinnecock Indian Nations – Suffolk County**

**ATTACHMENT E:  
Annual Program Report Template and Instructions**

<p><b>New York State ACL ARPA 2 Grant Report</b>  <b>REPORTING PERIOD: August 1, 2022-July 31, 2023 (One) <u>DUE DATE August 10, 2023</u></b>  <b>August 1, 2023-July 31, 2024 (Two) <u>DUE DATE August 10, 2024</u></b>  <b>Final Report <u>DUE DATE October 30, 2024</u></b></p>				
<p>Name of Local District:                  Name and Title of Reporter:</p>				
<p><b>Strategy Selected:</b></p>				
<p><b>Overall Goal:</b> List the Project Goal that was selected on page 2 of the LDSS attestation.</p>				
<p><b>Objectives/Activities Updated MM/DD/YY</b>                  List the specific strategy selected on page 1 of the LDSS attestation that supports the goal noted above and the actual activity completed.</p>	<p><b>APS Process Model Topic</b>                  Select the corresponding Input/Resource and stage of the case process.</p>	<p><b>Description of Accomplishments(Q1)</b>                  List what was accomplished by implementing the strategy/activity.                  List any significant partners and their role in the activity.</p>	<p><b>Outputs (Q4)</b>                  List services purchased, goods or staff acquired and total expenditure. List the number of APS clients who received the service or activity. List the number of those who were age 60 or older.</p>	<p><b>Description of Impact (Q3)</b>                  Describe the Impact the activity had on the goal. Are there measurable outcomes that can be included to support the impact? Have risks been decreased and safety increased?</p>
<p><b>Challenges, Barriers, Alterations (Q2):</b> Describe what if any challenges or barriers were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.</p>				

**Instructions:** The LDSS must complete and submit an Annual Program Performance Report to OCFS using the attached Reporting Form.

**Due Dates:** OCFS must submit two (2) statewide reports to ACL by August 31, 2022, and August 31, 2023. To meet these deadlines, the LDSS must submit the annual report to OCFS no later than August 10 of each year. The LDSS must submit the final report to OCFS no later than October 30, 2023.

The following charts provide examples of report completion, linking activities with stages in the APS process and definitions of services.

<b>New York State ACL Grant Report</b> <b>EXAMPLE</b> <b>REPORTING PERIOD: August 1, 2022-July 31, 2023</b>				
<b>Example 1: Overall Goal: Enhance provision of protective and residential services in the least restrictive manner that will effectively protect and support self-determination of vulnerable and dependent adults.</b>				
Objectives/Activities Updated MM/DD/YY	APS Process Model Topic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact (Q3)
Establish/enhance elder shelters or other emergency housing and wrap-around services with the development of a new contract(s) for emergency shelter	Community and Interagency partnerships	Local government approved several contractual agreements with local motels. Identification of three new emergency housing locations, spread out throughout the county, closer to shopping areas.	Current expenditures for emergency housing for this reporting period are \$30,600. Twelve clients have received this service, 8 of whom are age 60 or older	Twelve clients were removed from unsafe and unsanitary conditions to locations near their current neighborhoods where they could continue to use the same shopping areas and maintain existing social and professional relationships while long-term housing issues were addressed. Such placements allow for independence and dignity to remain intact.
<b>Challenges, Barriers, Alterations (Q2): Describe what if any challenges or barriers were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.</b>				
<b>Example 2: Overall Goal: Improve/enhance identification and investigation of vulnerable adults who self-neglect or are abused, neglected, or exploited by others.</b>				
Objectives/Activities Updated MM/DD/YY	APS Process Model Topic	Description of Accomplishments(Q1)	Outputs (Q4)	Description of Impact (Q3)
Improve/support remote work through	Create New/Enhance Existing Operational	Ten laptops with MiFi and 10 cell phones	Current equipment and contract	Initial and follow up visits for all 40

<p>the purchase of laptops and cell phones for case workers</p>	<p>Supports</p>	<p>were purchased for eight case workers and two supervisors</p>	<p>expenditures total \$20,000. The equipment has been used for 10 months on 40 APS investigations/cases. Thirty of those cases involved clients age 60 or older.</p>	<p>cases were conducted and documented timely. Service availability is confirmed more expeditiously as this can be verified while in the field. Case notes are completed while in the field and are detailed, concise and timely.</p>
<p><b>Challenges, Barriers, Alterations (Q2):</b> Describe what if any challenges or barriers were encountered during the reporting period, what actions were taken to address them and if there were any changes to the goals, objectives or activities because of the challenges.</p>				

**Mapping to the APS Process Model and Annual Report**

*The simplified map includes the sample activities ACL outlined in the Federal Register Notice.*

Inputs/Resources	Intake	Investigation	Post-Investigation	Quality Assurance
<p><b>APS Staff</b></p> <ul style="list-style-type: none"> <li>• Training/education</li> <li>• Personnel costs, including hazard pay</li> <li>• Travel for in-person investigations</li> <li>• Costs for PPE and supplies for in-person visits</li> </ul> <p><b>Community/ Interagency Partnerships</b></p> <ul style="list-style-type: none"> <li>• Public awareness and community outreach</li> <li>• Costs for and associated with establishing new or improving existing processes for responding to COVID-19 scams and frauds</li> </ul> <p><b>Consult Support</b></p> <p><b>Create New/ Enhance Existing Operational Supports</b> Purchase of equipment and associated technologies that will allow for secure remote work and enhance APS workers' ability to interview and investigate while they cannot physically visit during to COVID-19 crisis.</p> <p><b>Legal and Ethical processes</b></p>	<p><b>Screening and Assessment Tools</b></p> <p><b>Case Planning Tools</b></p> <p><b>Create New/ Enhance Reporting Systems</b></p> <ul style="list-style-type: none"> <li>• Purchase of new or improvements to existing data systems and/or technology infrastructure related to REPORTING</li> </ul>	<p><b>Assessment</b></p> <p><b>Interviews</b></p> <p><b>Collecting Physical Evidence</b></p> <p><b>Consult Support</b></p> <p><b>Determinations and Services Recommendations</b></p>	<p><b>Obtaining Client Agreement and Implementing Service Plan</b></p> <p><b>Referring Clients to Community Partners or Services:</b></p> <ul style="list-style-type: none"> <li>• Purchasing goods and services</li> <li>• Purchase/provision of PPE for clients and/or expenses for COVID-related clean-up/sanitation services</li> <li>• Paying for the least restrictive option for emergency or alternative housing</li> </ul> <p><b>Monitor Status of Victim and Services</b></p>	<p><b>Documentation of Investigation/ Services</b></p> <ul style="list-style-type: none"> <li>• Purchase of new or improvements to existing data systems and/or technology infrastructure related to case management</li> </ul> <p><b>Expand Data Capacity</b></p> <p><b>Customer Satisfaction</b></p> <p><b>Quality Assurance Review</b></p>

The following table contains existing service categories and definitions for a range of home- and community-based services. This list is provided to help track and report goods and services purchased/obtained for APS clients being served by COVID-19-related funding. Grantees are encouraged to use this table to facilitate analysis and reporting.

SERVICE NAME	SERVICE DEFINITION	UNIT NAME	UNIT DEFINITION
<b>Assistive Technology /Durable Equipment</b>	<p>Durable medical equipment (chair lifts, wheelchairs, walkers, emergency response systems) or anything given to or lent on a short-term basis, including technology or equipment, such as tablet computers, cellphones, or other devices, for a client to use in their home to maintain safety, allow for socialization and/or promote participation in activities from the older adult's home</p> <p>Note: Please report any expenditures related to cell phone or internet <i>access plans</i> under <b>Consumable Supplies</b></p>	<p>1) Expenditure 2) Units</p>	<p>Cost and quantity of items of assistance.</p>
<b>Care/Case Management Services</b>	<p>Development and implementation of a service plan to mobilize the formal and informal resources and services identified in the assessment to meet the client's needs. Includes the development and oversight of a plan to ensure the client's safety and well-being; developing a safety plan with a person's support network; referring and arranging support services; etc.</p>	<p>1) Expenditure 2) Hours</p>	<p>The cost and amount of time(measured in hours) to provide assistance.</p>
<b>Caregiver Support Services</b>	<p>Assistance to family and other informal caregivers to improve or sustain capacity for caring for the older adult or adult with disabilities. Includes counseling, support groups, training, respite, etc.</p>	<p>1) Expenditures 2) Units</p>	<p>The cost and number of units or sessions.</p>
<b>Community Day Services</b>	<p>Services or activities provided to adults who require care and supervision in a protective setting for part of a 24-hour day. Includes out-of-home supervision, health care, recreation and/or independent living skills training offered in centers most commonly known as adult day, adult day health, senior centers and disability day programs.</p>	<p>1) Expenditure 2) Hours</p>	<p>The cost and amount of time(measured in hours) to provide assistance.</p>

**ATTACHMENT F: FOR U.S. ADMINISTRATION FOR COMMUNITY LIVING GRANTS**

Title 45 U.S. Code of Federal Regulations Part 75 (45 CFR 75), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards*, section 354(a) states "all pass-through entities must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, includes the changes in subsequent subaward identification."

(i)	Subrecipient Name	Attachment A
(ii)	Subrecipient's unique entity identifier	Local Social Service Districts
(iii)	Federal Award Identification Number (FAIN)	2101NYAPC6
(iv)	Federal award date to the recipient by the HHS awarding agency	July 27, 2022
(v)	Subaward period of performance start and end dates	August 1, 2022 – September 30, 2024
(vi)	Amount of federal funds obligated to the subrecipient by this action by the pass-through entity to the subrecipient	Attachment A
(vii)	Total amount of the federal funds obligated to the subrecipient by the pass-through entity including the current obligation	Attachment A
(viii)	Total amount of the award committed to the subrecipient by the pass-through entity	Attachment A
(ix)	Federal award project description	American Rescue Plan for Adult Protective Services under SSA Title XX Section 2042(b)
(x)	Name of the HHS awarding agency, pass-through entity and contact information for awarding official of the pass-through entity	Administration for Community Living: Shonna Clinton – (518) 474-2812 Shonna.Clinton@ocfs.ny.gov
(xi)	CFDA number and name	93.747 – American Rescue Plan for Adult Protective Services under SSA Title XX Section 2042(b)
(xii)	Identification of whether the award is research and development (R&D)	N
(xiii)	Indirect cost rate for the federal award (including if the de minimis rate is charged per section 75.414)	Please see uniform guidance 45 CFR 75





# Schenectady County Legislature

## Committee on Labor and Civil Service

Hon. Pete Frisoni, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Labor and Civil Service  
Honorable Pete Frisoni, Chair  
Monday, March 6, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
LCS	1 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF FINANCE	Legislator Frisoni	

## LEGISLATIVE INITIATIVE FORM

**Date:** 3/3/2023  
**Reference:** Labor and Civil Service  
**Dual Reference:** Ways and Means  
**Initiative:** LCS 1

**Title of Proposed Resolution:**

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF FINANCE

**Purpose and General Idea:**

Authorization to Eliminate and Create Positions in the Department of Finance.

**Summary of Specific Provisions:**

Provides authorization to eliminate the positions of Account Clerk (CSEA Grade 5) and Accountant (CSEA Grade 14) and create the positions of Senior Account Clerk (CSEA Grade 9) and Accounting Supervisor (JC-9) in the Department of Finance.

**Effects Upon Present Law:**

The Department of Finance respectfully requests authorization to make two changes to existing positions to better suit the needs of the department.

The first action is to eliminate an Account Clerk position (CSEA Grade 5) and create a Senior Account Clerk position (CSEA Grade 9). After struggling with recruitment, we found an internal candidate who is interested in the position but is currently in a Grade 9 position. Making this change would create a lateral opportunity for the employee. This change would be effective April 22nd, as we have an anticipated retirement of the employee currently in the position.

The second action is to eliminate a vacant Accountant position (CSEA Grade 14) and create an Accounting Supervisor position (Management JC-6). Recruiting difficulties have made it impossible to find a qualified Accountant at the salary rate offered in the contract. Going back out to the labor market at a higher rate with a mid-level position we were able to find a qualified and experienced candidate to join the Finance team.

The following amendment to the 2023 Operating Budget accommodates the proposed staffing changes within the Department of Finance.

Establish and Increase Appropriation Code By:

A511310.111	Department of Finance – Personnel	Senior Account Clerk	\$30,139
A511310.111	Department of Finance – Personnel	Accounting Supervisor	\$53,615

Reduce Appropriation Code By:

A511310.111	Department of Finance – Personnel	Account Clerk	\$23,654
A511310.111	Department of Finance – Personnel	Accountant	\$53,792

I recommend that this item be presented to the Schenectady County Legislature for consideration.

**Justification:**

The Commissioner of Finance has indicated that the position changes would address the recruitment challenges being faced by the Finance Department.

**Sponsor: Legislator Frisoni**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager *R.F.*

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** March 3, 2023

**RE:** Authorization to Eliminate and Create Positions in the Department of Finance

---

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requesting authorization to eliminate the positions of Account Clerk (CSEA Grade 5) and Accountant (CSEA Grade 14) and create the positions of Senior Account Clerk (CSEA Grade 9) and Accounting Supervisor (JC-9). As Ms. Falotico indicates, these changes would address the recruitment challenges being faced by the Finance Department.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jacklyn Falotico, Commissioner of Finance *JF*  
**DATE:** February 27, 2023  
**SUBJECT:** Legislative Request and Budget Amendment  
Department of Finance – Creation and Elimination of Various Positions

The Department of Finance respectfully requests authorization to make two changes to existing positions to better suit the needs of the department.

The first action is to eliminate an Account Clerk position (CSEA Grade 5) and create a Senior Account Clerk position (CSEA Grade 9). After struggling with recruitment, we found an internal candidate who is interested in the position but is currently in a Grade 9 position. Making this change would create a lateral opportunity for the employee. This change would be effective April 22<sup>nd</sup>, as we have an anticipated retirement of the employee currently in the position.

The second action is to eliminate a vacant Accountant position (CSEA Grade 14) and create an Accounting Supervisor position (Management JC-6). Recruiting difficulties have made it impossible to find a qualified Accountant at the salary rate offered in the contract. Going back out to the labor market at a higher rate with a mid-level position we were able to find a qualified and experienced candidate to join the Finance team.

The following amendment to the 2023 Operating Budget accommodates the proposed staffing changes within the Department of Finance.

Establish and Increase Appropriation Code By:

A511310.111	Department of Finance – Personnel	Senior Account Clerk	\$30,139
A511310.111	Department of Finance – Personnel	Accounting Supervisor	\$53,615

Reduce Appropriation Code By:

A511310.111	Department of Finance – Personnel	Account Clerk	\$23,654
A511310.111	Department of Finance – Personnel	Accountant	\$53,792

I recommend that this item be presented to the Schenectady County Legislature for consideration.

# Memo

**To: Rory Fluman, County Manager**

**From: Joe McQueen, Director of Human Resources**

**Date: March 1, 2023**

**Re: Elimination and Creation of Positions in the Department of Finance**

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The Schenectady County Department of Finance has requested the elimination of the positions Account Clerk and Accountant, and the creation of the positions Senior Account Clerk and Accounting Supervisor.

I recommend the creation of the positions of Senior Account Clerk at CSEA Grade 9 and Accounting Supervisor at Management JC-6.

All necessary action on behalf of the Civil Service Commission will occur at the Commission's March 2023 meeting.

Thank you.



# Schenectady County Legislature

## Committee on Military Affairs Veterans

*Hon. Holly Vellano, Chair*

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Military Affairs Veterans  
Honorable Holly Vellano, Chair  
Monday, March 6, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsors</u>
MAV	1 A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF DIRECTOR OF THE SCHENECTADY COUNTY VETERANS SERVICE AGENCY	Legislator Vellano	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Military Affairs and Veterans  
**Dual Reference:**  
**Initiative:** MAV 1

**Title of Proposed Resolution:**

A RESOLUTION CONFIRMING THE APPOINTMENT OF A PERSON TO THE POSITION OF DIRECTOR OF THE SCHENECTADY COUNTY VETERANS SERVICE AGENCY

**Purpose and General Idea:**

Provides Authorization for the Appointment of Jesus Santiago to the Position of Director of Veteran's Services Agency.

**Summary of Specific Provisions:**

Authorizes the appointment of Jesus Santiago to the Position of Director of Veteran's Services Agency., effective March 7, 2023.

**Effects Upon Present Law:**

none.

**Justification:**

Mr. Santiago served as a member of the NY Air Nation Guard from 2011 to 2015 in that role, he conducted audits on highly sensitive areas and lead a team of 28 trainees. He served as a member of the United States Military Police as Security Forces Member from 1996-2004. During that time, he formulated safety plans, served on a drug enforcement team, and achieved over 2,500 criminal apprehensions. Mr. Santiago received his bachelor's degree in Political Science and Government from SUNY Empire College. He joined the County in 2020 as the Veteran's Service Officer at the Veteran's Service Agency. Since that time, he has counseled and assisted the County's Military veterans and their dependents in obtaining benefits so that they can continue to lead a fulfilling life in the County

**Sponsor: Legislator Vellano**

**Co-Sponsor:**



# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

---

**To:** Honorable Chairperson and Members of the Legislature  
**From:** Rory Fluman, County Manager   
**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
**Date:** March 3, 2023  
**Re:** Appointment of Jesus Santiago to the Position of Director of Veteran's Services Agency

---

I hereby appoint, Jesus Santiago, subject to confirmation by the County Legislature, to the position of Director of Veteran's Services Agency, effective March 7, 2023 at a salary of \$ \$61,346.

Mr. Santiago served as a member of the United States Military Police as a Security Forces Member from 1996 until 2004. During that time, he formulated safety plans, served on a drug enforcement team, and achieved over 2,500 criminal apprehensions. Mr. Santiago again served in the United States Armed Forces as a member of the NY Air National Guard from 2011 to 2015. In that role, he conducted audits on highly sensitive areas and lead a team of 28 trainees. When Hurricane Sandy devastated New York, Mr. Santiago helped to distribute over 2 tons of food and water for 30,000 New York City residents. Mr. Santiago eventually joined the County in 2020 as the Veteran's Service Officer at the Veteran's Service Agency. Since that time, he has counseled and assisted the County's military veterans and their dependents in obtaining benefits so that they can continue to lead a fulfilling life in the County.

Mr. Santiago received his Bachelor's degree in Political Science and Government from SUNY Empire.

I recommend your confirmation.

# Jesus M. Santiago

Jesus.Santiago@schenectadycounty.com

## Objective

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Trustworthy veteran with interpersonal speaking and collaborative skills that seeks to support others as a Director of Veterans' Affairs.

## Education

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Empire State College, State University of New York  
*Bachelor's Degree, Political Science and Government*

Saratoga Springs, NY  
2016-2019

University of Phoenix  
*Associate of Arts, Criminal Justice*

Phoenix, AZ  
2009-2011

## Experience

---

### Schenectady County Veteran's Service Agency

*Veteran's Service Representative*

Jan 2020 - current

- Counsels, advices, and assists military service veterans, veteran survivors, and dependents by navigating County, State, and Federal laws and procedures so that they can receive the proper benefits that they are entitled to receive
- Assists the Director in the Agency's operations

### Shoprite Supermarkets

*Receiving/Lost Prevention*

Capital Region, NY

March 2012-March 2018

- Oversaw five Capital Region district stores: Kingston, Niskayuna, Albany, Slingerlands, and Hudson. Ensured best practices are being adhered to in all stores while maintaining 100% accuracy imputing bills
- Saved \$20,000 annually by achieving 4.84% vendor error, 3.54% above standard
- Salvaged 4.5% monthly; average 300 items for resale; increases store bottom-line

### NY Air National Guard

*Security Forces*

Scotia, NY

October 2011-March 2015

- Guarantee safety of military and civilian personnel by regulating access to restricted and controlled areas.
- Secured both 109th Airlift Wing and National Science Foundation aircraft,
- Conducted audits on sensitive areas while maintaining relevant logs and reports.
- Mentored a team of 28 trainees and led them through field exercise skills
- Distributed over 2 tons of food and water for New York City Residents

### United States Military Police

*Security Forces Member*

Fort Myer, VA

January 1996 - February 2004

- Formulated safety plans; Liaison with Walter Reed National Military Medical Center; decreased harmful situations
- Executed law enforcement duties; various Military Police Companies; increased alertness
- Handpicked Fort Hood 720<sup>th</sup> MP Drug Enforcement Team
- Surpassed Criminal Investigation Division's confession rate, Narcotics achieved 80%
- Achieved 2,500+ apprehension; CID Drug Suppression Team, \$1.1M worth of drug purchases



# Schenectady County Legislature

## Committee on Neighborhood Revitalization

Hon. Richard Ruzzo, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislato  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Neighborhood Revitalization  
Honorable Richard Ruzzo, Chair  
Monday, March 6, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
NR	1 A RESOLUTION REGARDING THE TRANSFER OF COUNTY-OWNED REAL PROPERTIES TO THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION	Legislator Ruzzo	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Neighborhood Revitalization  
**Dual Reference:**  
**Initiative:** NR 1

**Title of Proposed Resolution:**

A RESOLUTION REGARDING THE TRANSFER OF COUNTY-OWNED REAL PROPERTIES TO THE LAND REUTILIZATION CORPORATION OF THE CAPITAL REGION

**Purpose and General Idea:**

Provides Authorization to Transfer Multiple Vacant Properties to The Capital Region Land Bank.

**Summary of Specific Provisions:**

Authorizes approval to transfer multiple vacant properties to the Capital Region Land Bank, administered by Metroplex Development Authority. The properties are 210 Chism Street, in the Town of Rotterdam, 140 Elm Street, in the Village of Delanson, and 364 Georgetta Dix Plaza a/k/a Summit in the City of Schenectady.

**Effects Upon Present Law:**

None.

**Justification:**

This is a collaborative process amongst the County, Land Bank, and municipalities to reduce the number of blighted properties in the community. Two of the properties were not sold through the County's foreclosure auction therefore, the Land Bank will complete due diligence on the property with the anticipation of demolishing the vacant structures. The third property is vacant land that is not utilized by the County and will be assembled by the Land Bank for an affordable homeownership initiative.

**Sponsor:** Legislator Ruzzo

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager *R.F.*

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
David Hogenkamp, Metroplex Project Director  
Jaclyn Falotico, Commissioner of Finance  
Paul Romano, Director of Real Property Tax Services Agency

**Date:** March 3, 2023

**Re:** Authorization to Transfer Multiple Vacant Properties to the Capital Region Land Bank

---

Attached are memorandum from Paul Romano, Director of Real Property Tax Services Agency, requesting authorization to transfer multiple vacant properties to the Capital Region Land Bank, administered by the Metroplex Development Authority. These properties are:

- 210 Chism Street in the Town of Rotterdam
- 140 Elm Street in the Village of Delanson
- 364 Georgetta Dix Plaza in the City of Schenectady

The first two are properties that were attempted to be sold through the County's foreclosure auction and will be demolished. The County received successful bids but ultimately the two bidders forfeited their winning bids due to the condition of the properties. The Land Bank intends to demolish these two properties. The third property is vacant land that will be part of an affordable homeownership initiative by the Land Bank.

This is part of a collaborative process amongst the County, Land Bank, and the municipalities to reduce the number of blighted properties in the community.

I recommend your approval.

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax

County Finance

# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Paul G. Romano, Director  
Real Property Tax Service Agency  
**CC:** Jaclyn L. Falotico, Commissioner of Finance  
**DATE:** February 27, 2023  
**SUBJECT:** Properties for Land Bank

---

Schenectady County has acquired two properties through the Article 11 tax foreclosure proceedings. The properties are 140 Elm St located in the Village of Delanson (SBL #75.27-2-9) and 210 Chism St. located in the Town of Rotterdam (SBL #49.19-7-6).

These two properties were part of our 2022 tax foreclosure auction but were ultimately forfeited by the winning bidder. County Officials have acknowledged these homes are in disrepair and determined the best course of action is to transfer them to the Land Reutilization Corporation of the Capital Region (Land Bank).

The County also owns a vacant piece of land located at 364 Georgetta Dix Plz. (SBL #49.24-3-47). The Land Bank has expressed interest in obtaining this property for a future development project in that area.

We are requesting authorization to convey these three properties to the Land Bank.

Enabling the County to transfer these properties would benefit the community by decreasing neighborhood blight, adding the properties back to the tax rolls once sold to a new owner, and assist in future development.

Attached are aerial views of the three properties along with a memo from the Land Bank in support of taking title to them.

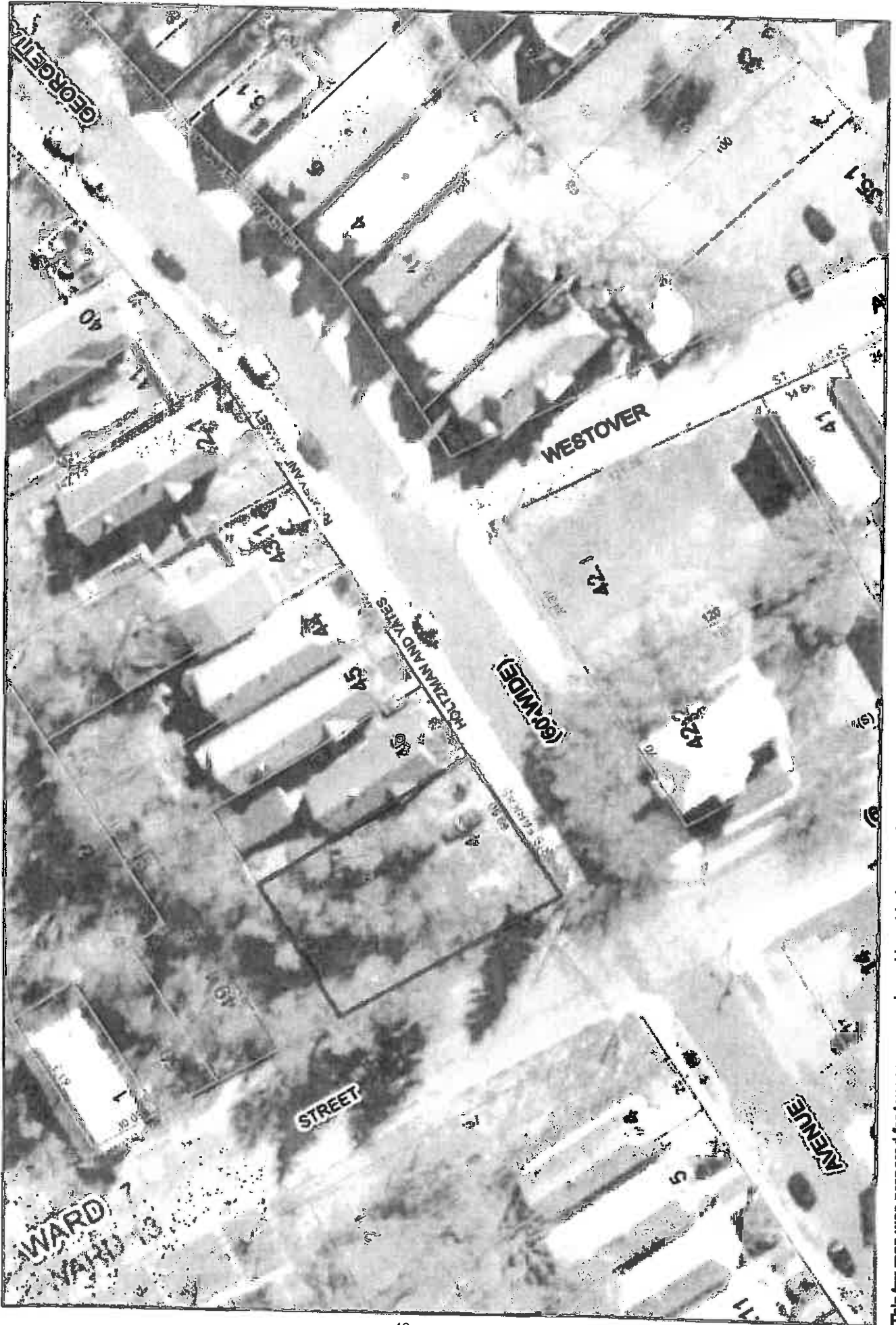
Thank you for your consideration.

MAP IDENTIFICATION NO.:  
49.24-3-47

DATE PRINTED: February 27, 2023

# CITY OF SCHENECTADY

0 15 30 60 Feet



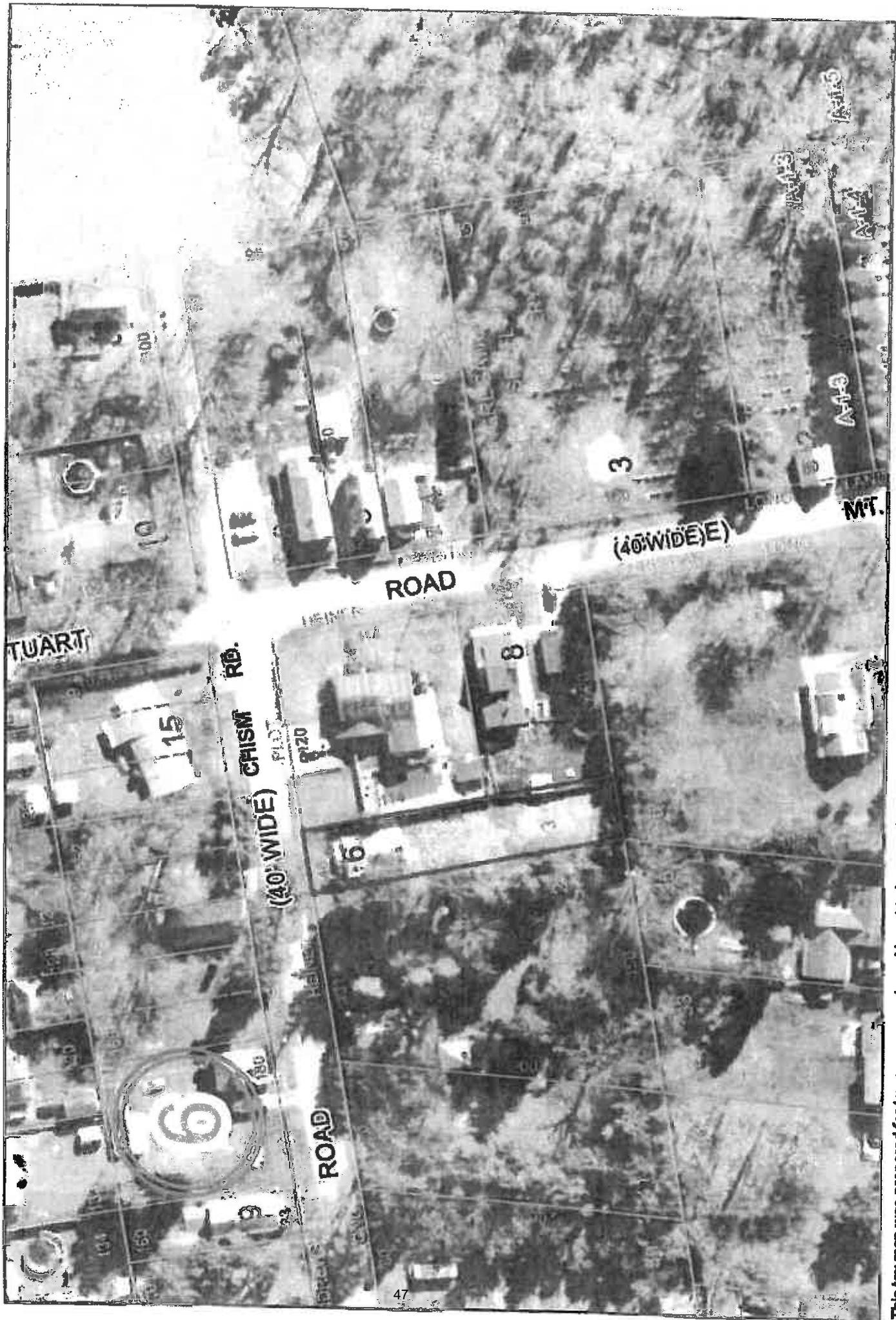
This tax map was prepared for tax purposes only and is not to be reproduced or used for surveying or conveying.

MAP IDENTIFICATION NO.:  
49.19-7-6

DATE PRINTED: January 12, 2023

# TOWN OF ROTTERDAM

0 20 40 80 Feet



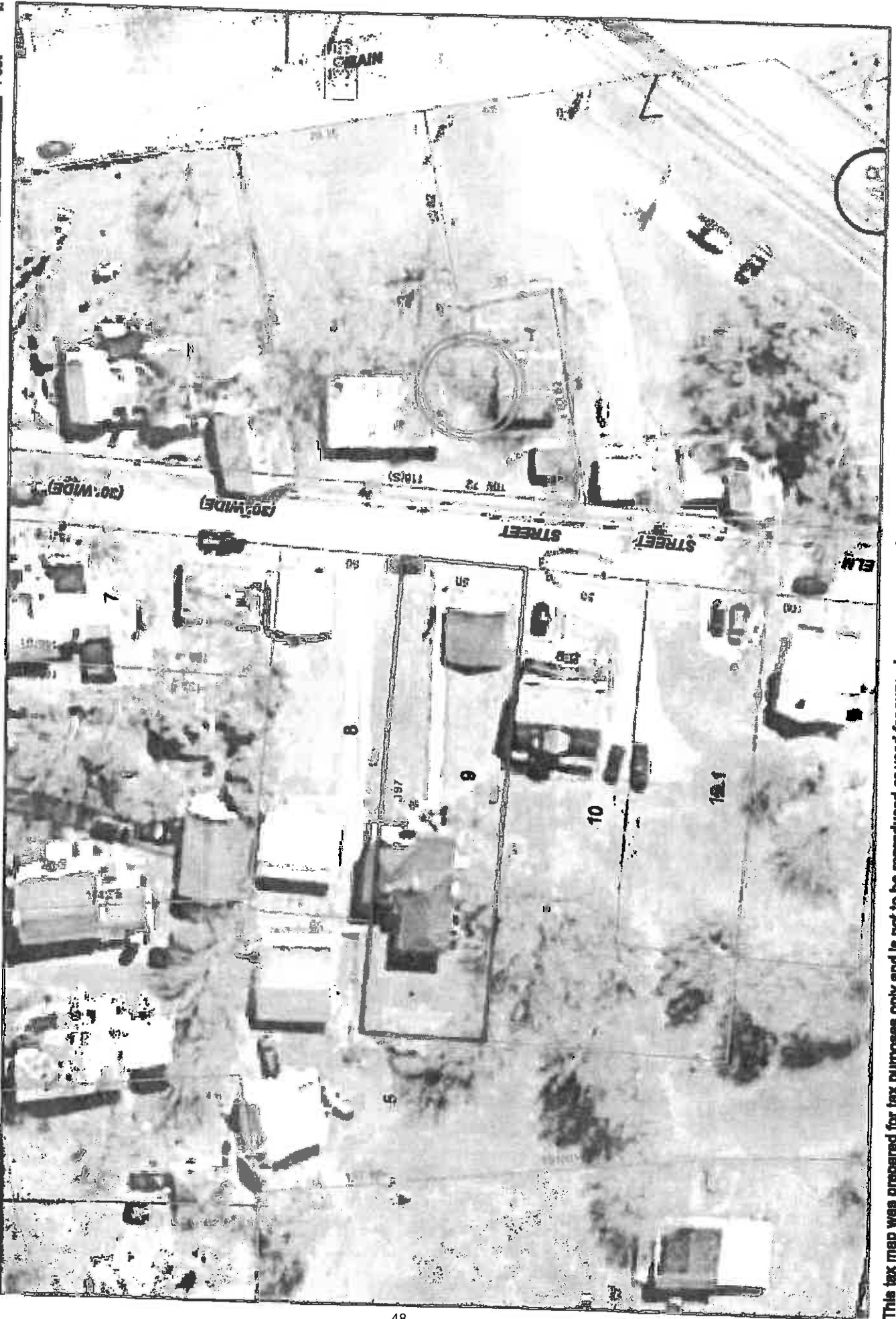
This tax map was prepared for tax purposes only and is not to be relied upon for any other purpose.



MAP IDENTIFICATION NO.:  
75.27-2-9

DATE PRINTED: January 12, 2023

# VILLAGE OF DELANSON



This tax map was prepared for tax purposes only and is not to be reproduced or used for surveying or conveying.



# County of Schenectady

NEW YORK

**Ray Gillen**  
*Commissioner*

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
AND PLANNING**

(518) 386-2225 FAX (518) 382-5539  
Schaffer Heights, 107 Nott Terrace, Suite 303  
Schenectady, New York 12308

## Memo

**To:** Jackie Falotico and Paul Romano  
**From:** David Hogenkamp  
**Date:** February 23, 2023  
**Re:** Transfer to Capital Region Land Bank Multiple Vacant Properties

---

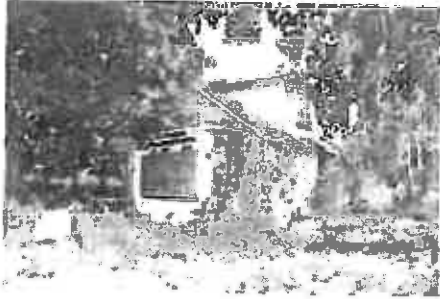
In coordination with Schenectady County Real Property, I am requesting that the following properties be transferred to the Land Bank:

210 Chism Street, Town of Rotterdam: The property was not sold through the County's foreclosure auction. The Land Bank will complete due diligence on the property with the anticipation of demolishing the vacant structure.

140 Elm Street, Village of Delanson: The property was not sold through the County's foreclosure auction. The Land Bank will complete due diligence on the property with the anticipation of demolishing the vacant structure.

364 Georgetta Dix Plaza (Summit): The vacant land is not utilized by the County and will be assembled by the Land Bank for an affordable homeownership initiative.

**210 Chism Street  
Rotterdam**



**140 Elm Street  
Delanson**



**Please let me know if you have any questions or concerns.**



# Schenectady County Legislature

## Committee on Public Facilities, Transportation and Infrastructure

Hon. Richard Patierne, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Public Facilities  
Honorable Patierne, Chair  
Monday, March 6, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	7 A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO MULTI-YEAR AGREEMENTS WITH VARIOUS VENDORS FOR MAINTENANCE SERVICES AT COUNTY FACILITIES	Legislator Patierne	

## LEGISLATIVE INITIATIVE FORM

**Date:** 3/3/2023  
**Reference:** Public Facilities, Transportation and Infrastructure  
**Dual Reference:**  
**Initiative:** PFTI 7

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO MULTI-YEAR AGREEMENTS WITH VARIOUS VENDORS FOR MAINTENANCE SERVICES AT COUNTY FACILITIES

**Purpose and General Idea:**

Provides Authorization to Enter into Various Multi-Year Agreements for the Facilities Department.

**Summary of Specific Provisions:**

Authorizes the facilities department to enter into various multi-year agreements for maintenance services. The term of these agreements is over a 5-year period starting January 1, 2023, and ending December 31, 2027. The attached memo from Stephen Luciano, Director of Facilities, lists the proposed agreements.

**Effects Upon Present Law:**

None.

**Justification:**

The proposed contract includes no increase or limited increases defined for each year for 12 vendors. This would give the County substantial savings over the next 5 years on each contract.

**Sponsor:** Legislator Patierne

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



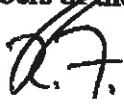
RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Stephen Luciano, Director of Facilities

**Date:** March 3, 2023

**Re:** Authorization to Enter in Various Multi-Year Agreements for the Facilities Department.

---

Attached is a memorandum from Stephen Luciano, Director of Facilities, requesting authorization to enter into various multi-year agreements. The term of these agreements is over a 5-year period starting January 1, 2023 and ending December 31, 2027. Please see the attached list of agreements that Mr. Luciano is proposing.

I recommend your approval.

**COUNTY of SCHENECTADY**  
INTER-DEPARTMENT

# MEMORANDUM

---

**To:** Rory Fluman, County Manager

**From:** Stephen Luciano, Director of Facilities  
Scott Tomlinson, Facilities Engineer

**CC:** Jaclyn Falotico, Commissioner of Finance

**Date:** February 21, 2023

**Subject:** Multi Year Maintenance Contracts

---

Please find in the attached document a list of contracts that Facilities would like to enter starting in January 2023 for maintenance services over a 5 year period. Contracts include no increase or limited increases defined for each year for 12 vendors. This will give the County substantial savings over the next 5 years on each contract.

CATEGORY	FACILITY NAME	Service	Vendor	Term	Annual	Contract Amt	Increase	Comments
LIBRARY	Correctional Facility	Pest Control	Adirondack Pest	5	\$ 1,104.00	\$ 5,520.00	0.0%	
LIBRARY	Bornt Branch Library	Pest Control	Adirondack Pest	5	\$ 170.00	\$ 850.00	0.0%	
LIBRARY	Mont Pleasant Branch	Pest Control	Adirondack Pest	5	\$ 170.00	\$ 850.00	0.0%	
MISC BLDG	388 Broadway	Pest Control	Adirondack Pest	5	\$ 576.00	\$ 2,880.00	0.0%	
MISC BLDG	797 Broadway	Pest Control	Adirondack Pest	5	\$ 2,568.00	\$ 12,840.00	0.0%	
MISC BLDG	Board of Elections	Pest Control	Adirondack Pest	5	\$ 456.00	\$ 2,280.00	0.0%	
MISC BLDG	DMV	Pest Control	Adirondack Pest	5	\$ 751.00	\$ 3,055.00	0.0%	
MISC BLDG	Sheriff Sub-Station	Pest Control	Adirondack Pest	5	\$ 578.00	\$ 2,880.00	0.0%	
MISC BLDG	UCC	Pest Control	Adirondack Pest	5	\$ 456.00	\$ 2,280.00	0.0%	
B&B	Courthouse	Water Treatment	B&L	5	\$ 7,128.00	\$ 35,640.00	3.0%	3 yr avg
JAIL	Correctional Facility	Water Treatment	B&L	5	\$ 5,148.00	\$ 25,740.00	3.0%	5 yr avg
LIBRARY	KU - Main Library	Water Treatment	B&L	5	\$ 3,160.60	\$ 15,803.00	3.0%	5 yr avg
B&B	Courthouse	Software	Brightly Software	5	\$ 10,133.01	\$ 50,665.08	3.0%	
B&B	Courthouse	HVAC Chiller	Carrier	5	\$ 5,913.90	\$ 29,569.53	3.0%	
JAIL	Correctional Facility	HVAC Chiller	Carrier	5	\$ 10,468.10	\$ 52,340.49	3.0%	
LIBRARY	Bornt Branch Library	Fire Alarm	PS&S	5	\$ 1,540.00	\$ 7,700.00	0.0%	
LIBRARY	Stamville Branch Library	Fire Alarm	PS&S	5	\$ 1,395.00	\$ 6,975.00	0.0%	
LIBRARY	KU - Main Library	Fire Alarm	PS&S	5	\$ 3,425.00	\$ 17,125.00	0.0%	
LIBRARY	Mont Pleasant Branch	Fire Alarm	PS&S	5	\$ 1,540.00	\$ 7,700.00	0.0%	
LIBRARY	Wisayuna Branch Library	Fire Alarm	PS&S	5	\$ 1,540.00	\$ 7,700.00	0.0%	
LIBRARY	Quaker Street Branch	Fire Alarm	PS&S	5	\$ 1,250.00	\$ 6,250.00	0.0%	
LIBRARY	Rotterdam Branch Library	Fire Alarm	PS&S	5	\$ 1,540.00	\$ 7,700.00	0.0%	
LIBRARY	Scots Branch Library	Fire Alarm	PS&S	5	\$ 1,250.00	\$ 6,250.00	0.0%	
LIBRARY	Woodlawn Branch Library	Fire Alarm	PS&S	5	\$ 1,250.00	\$ 6,250.00	0.0%	
MISC BLDG	797 Broadway	Fire Alarm	PS&S	5	\$ 2,320.00	\$ 11,600.00	0.0%	
B&B	County Office Building	Generator	Milton Cat	5	\$ 5,187.84	\$ 25,929.72	4.5%	
MISC BLDG	Correctional Facility	Generator	Milton Cat	5	\$ 4,118.75	\$ 20,593.75	4.5%	
MISC BLDG	797 Broadway	Generator	Milton Cat	5	\$ 3,107.67	\$ 15,538.37	4.5%	
MISC BLDG	Airport Control Tower	Generator	Milton Cat	5	\$ 2,674.02	\$ 13,370.12	4.5%	
MISC BLDG	Board of Elections	Generator	Milton Cat	5	\$ 2,815.40	\$ 14,077.01	4.5%	
MISC BLDG	Highway Maintenance	Generator	Milton Cat	5	\$ 2,983.67	\$ 14,918.85	4.5%	
MISC BLDG	Records Management	Generator	Milton Cat	5	\$ 2,502.86	\$ 12,514.28	4.5%	
MISC BLDG	SGHS	Generator	Milton Cat	5	\$ 3,755.52	\$ 18,777.61	4.5%	
MISC BLDG	Sheriff Sub-Station	Generator	Milton Cat	5	\$ 2,935.09	\$ 14,675.47	4.5%	
MISC BLDG	UCC	Generator	Milton Cat	5	\$ 2,806.15	\$ 14,030.74	4.5%	Rev1
MISC BLDG	UCC 1117 Beltzow Rd Tower	Generator	Milton Cat	5	\$ 2,324.29	\$ 11,621.45	4.5%	
MISC BLDG	UCC 2435 Hamburg Tower	Generator	Milton Cat	5	\$ 2,447.43	\$ 12,237.14	4.5%	
MISC BLDG	UCC Bornt Hill Tower	Generator	Milton Cat	5	\$ 1,950.62	\$ 9,753.11	4.5%	Rev1
MISC BLDG	UCC Clowen Tower	Generator	Milton Cat	5	\$ 2,163.61	\$ 10,818.05	4.5%	Rev1
MISC BLDG	UCC Duaneburg Church Rd	Generator	Milton Cat	5	\$ 3,215.30	\$ 16,076.51	4.5%	
MISC BLDG	UCC Duaneburg Tower	Generator	Milton Cat	5	\$ 2,605.19	\$ 13,025.95	4.5%	
MISC BLDG	UCC Esperance Tower	Generator	Milton Cat	5	\$ 2,823.19	\$ 14,115.95	4.5%	Rev1
MISC BLDG	UCC Hg 20 Tower	Generator	Milton Cat	5	\$ 2,697.83	\$ 13,489.16	4.5%	Rev1
MISC BLDG	UCC Waters Rd Tower	Generator	Milton Cat	5	\$ 2,148.48	\$ 10,742.42	4.5%	Rev1
B&B	County Office Building	Elevator	Otis	5	\$ 87,080.00	\$ 435,400.00	0.0%	Share with CH
JAIL	Correctional Facility	Elevator	Otis	5	\$ 17,220.00	\$ 86,100.00	0.0%	Share with COB
MISC BLDG	388 Broadway	Elevator	Otis	5	\$ 4,620.00	\$ 23,100.00	0.0%	Share with 797
MISC BLDG	797 Broadway	Elevator	Otis	5	\$ 1,900.00	\$ 9,500.00	0.0%	Share with 888
MISC BLDG	Records Management	Elevator	Otis	5	\$ 1,900.00	\$ 9,500.00	0.0%	
B&B	County Office Building	Sprinkler	BBM	5	\$ 1,741.00	\$ 8,705.00	1.5%	
JAIL	Correctional Facility	Sprinkler	BBM	5	\$ 2,488.00	\$ 12,440.00	1.5%	
LIBRARY	Bornt Branch Library	Sprinkler	BBM	5	\$ 1,380.00	\$ 6,900.00	1.5%	
LIBRARY	Mont Pleasant Branch	Sprinkler	BBM	5	\$ 1,380.00	\$ 6,900.00	1.5%	
MISC BLDG	388 Broadway	Sprinkler	BBM	5	\$ 1,580.00	\$ 7,900.00	1.5%	
MISC BLDG	797 Broadway	Sprinkler	BBM	5	\$ 1,580.00	\$ 7,900.00	1.5%	
MISC BLDG	Highway Maintenance	Sprinkler	BBM	5	\$ 1,580.00	\$ 7,900.00	1.5%	
MISC BLDG	Records Management	Sprinkler	BBM	5	\$ 1,857.00	\$ 9,285.00	1.5%	
MISC BLDG	Recreational Facility	Sprinkler	BBM	5	\$ 2,134.00	\$ 10,670.00	1.5%	
B&B	County Office Building	Controls	Stark	5	\$ 2,780.00	\$ 13,900.00	0.0%	Share with CH
JAIL	Correctional Facility	Controls	Stark	5	\$ 12,157.00	\$ 60,785.00	0.0%	Share with COB
LIBRARY	KU - Main Library	Controls	Stark	5	\$ 11,076.00	\$ 55,380.00	0.0%	
LIBRARY	Wisayuna Branch Library	Controls	Stark	5	\$ 2,683.00	\$ 13,415.00	0.0%	
B&B	County Office Building	HVAC Chiller	Trane	5	\$ 5,264.80	\$ 26,324.00	5.0%	5 yr avg
JAIL	Correctional Facility	HVAC Chiller	Trane	5	\$ 8,099.20	\$ 40,496.00	5.0%	5 yr avg
LIBRARY	KU - Main Library	HVAC Chiller	Trane	5	\$ 13,286.80	\$ 66,434.00	5.0%	5 yr avg
B&B	Courthouse	HVAC Boilers	Trojan	5	\$ 4,880.00	\$ 24,400.00	0.0%	
JAIL	Correctional Facility	HVAC Boilers	Trojan	5	\$ 9,422.00	\$ 47,110.00	0.0%	
LIBRARY	Wisayuna Branch Library	HVAC Boilers	Trojan	5	\$ 1,680.00	\$ 8,400.00	0.0%	
LIBRARY	Scots Branch Library	HVAC Boilers	Trojan	5	\$ 1,680.00	\$ 8,400.00	0.0%	Contract combined with Scots
B&B	Courthouse	HVAC Tower	Walters	5	\$ 1,976.00	\$ 9,880.00	0.0%	Contract combined with Nisky
LIBRARY	Bornt Branch Library	HVAC	Walters	5	\$ 3,683.72	\$ 18,418.60	0.0%	
LIBRARY	Stamville Branch Library	HVAC	Walters	5	\$ 1,241.64	\$ 6,208.20	0.0%	
LIBRARY	KU - Main Library	HVAC	Walters	5	\$ 3,585.00	\$ 17,925.00	0.0%	
LIBRARY	Mont Pleasant Branch	HVAC	Walters	5	\$ 3,683.72	\$ 18,418.60	0.0%	
LIBRARY	Wisayuna Branch Library	HVAC	Walters	5	\$ 1,257.52	\$ 6,287.60	0.0%	
LIBRARY	Quaker Street Branch	HVAC	Walters	5	\$ 1,324.40	\$ 6,622.00	0.0%	
LIBRARY	Rotterdam Branch Library	HVAC	Walters	5	\$ 2,764.92	\$ 13,824.60	0.0%	
LIBRARY	Scots Branch Library	HVAC	Walters	5	\$ 1,958.32	\$ 9,791.60	0.0%	
LIBRARY	Woodlawn Branch Library	HVAC	Walters	5	\$ 1,879.12	\$ 9,395.60	0.0%	
MISC BLDG	388 Broadway	HVAC	Walters	5	\$ 7,525.00	\$ 37,625.00	0.0%	
MISC BLDG	608 State St	HVAC	Walters	5	\$ 2,450.00	\$ 12,250.00	0.0%	
MISC BLDG	797 Broadway	HVAC	Walters	5	\$ 7,800.00	\$ 39,000.00	0.0%	
MISC BLDG	Business Center	HVAC	Webbs	5	\$ 9,421.32	\$ 47,106.60	0.0%	
MISC BLDG	DMV	HVAC	Walters	5	\$ 2,484.80	\$ 12,424.00	0.0%	
MISC BLDG	Public Defender	HVAC	Walters	5	\$ 1,567.36	\$ 7,836.80	0.0%	
MISC BLDG	Records Management	HVAC	Walters	5	\$ 3,655.00	\$ 18,275.00	0.0%	
MISC BLDG	Sheriff Sub-Station	HVAC	Walters	5	\$ 3,982.32	\$ 19,911.60	0.0%	
MISC BLDG	UCC	HVAC	Walters	5	\$ 3,932.52	\$ 19,662.60	0.0%	



# Schenectady County Purchasing Policy

## Purchasing Objectives:

- 1 To acquire quality goods and services for County departments to use in fulfilling their responsibilities.
- 2 To ensure that these goods and services will be available at the proper time and place, and in the appropriate quantity.
- 3 To maximize the value of taxpayer funds in procuring goods and services.

## Principles/Standards:

- Schenectady County conducts its purchasing in accordance with the laws of New York State, the County Charter, and the County Administrative Code. The Purchasing Guidelines follow the legal requirements established in these statutes.
- The County is responsible for providing a purchasing program that ensures fairness and integrity, and guards against favoritism, fraud, and corruption.
- A central Purchasing Agent is responsible for County purchasing. The Agent ensures that procurements are made in compliance with State and County laws and that the purchasing objectives (above) are met.
- The County seeks to fulfill its needs for goods and services through open competitive bidding wherever practical and possible. Information is readily available to potential bidders.
- The County encourages all segments of the business community, including businesses owned by minorities and women, to participate in its purchasing program.
- In order to maximize purchasing power, the County Purchasing Agent negotiates and/or utilizes county-wide and New York State contracts to purchase goods and services whenever possible.

## Purchasing Rules and Guidelines:

### Schenectady County Purchasing Agent

In accordance with New York State Law<sup>1</sup>, the following individuals are responsible for purchasing for the period of 1/1/2023 through 12/31/2023:

- Rory Fluman, County Manager
- Jaclyn Falotico, Commissioner of Finance
- Thomas Bellick, Director of Purchasing / Purchasing Agent
- Margaret Aragosa, Assistant Purchasing Agent

The Purchasing Agent is responsible for administering the County's purchasing program. The Agent's responsibilities include:

- Providing information and assistance to County departments, vendors, and the public.
- Soliciting, administering, advertising and opening all competitive bids.
- Negotiating and issuing purchase orders for items needed by County departments.

<sup>1</sup> General Municipal Law §104-b(2)(f)

- Negotiating county-wide contracts for goods and services routinely used by County departments (and other municipalities, if applicable).
- Determining the classification of purchases.
- Establishing, implementing, and monitoring purchasing policies.

In order to promote efficiency and flexibility in the purchasing process, the County Manager and the Purchasing Agent may allow departments to order merchandise directly with vendors approved under County or State contracts, or purchasing consortiums. The Purchasing Agent will provide departments with a listing of such vendors, items, and prices on a regular basis.

**Note: The Purchasing Agent does not handle transactions for the purchase and lease of real property.**

These rules set forth in this policy are based on the requirements of Article 5-A, Section 103 of New York State General Municipal Law, the Schenectady County Charter, and the Schenectady County Administrative Code.

## Purchasing Requirements

### **1. Purchase of Equipment, Materials, Supplies, or Contracting for Public Works**

Commodities are considered to be materials, supplies, and equipment, while Public Works are considered to be services, labor, or construction. If a contract involves both service and equipment, the total character of the contract should be determined based on the primary purpose of the purchase.<sup>2</sup>

#### *Purchases less than \$300*

Purchases less than \$300 will be made at the discretion of the County Manager, the Purchasing Agent, or the County Manager's designee.

#### *Purchases of \$300-\$1,999*

Departments send a request (requisition) to the Purchasing Agent. At a minimum, three verbal quotes from vendors must be obtained, and a purchase order is issued to the lowest qualified bidder.

#### *Purchases of \$2,000-\$19,999 or Public Works Purchases of \$2,000-\$34,999*

Departments send a request (requisition) to Purchasing Agent. At a minimum, three written quotes from vendors must be obtained, and a purchase order is issued to the lowest qualified bidder.

#### *Purchases \$20,000 and above or Public Works Purchases \$35,000 and above<sup>3</sup>*

Materials, supplies, and equipment purchases in aggregate of more than twenty thousand dollars per year, or public works contracts in aggregate of more than thirty-five thousand dollars per year to an individual vendor must be competitively bid. The aforesaid amounts may be increased automatically as provided for in Article 5-A, Section 103 of New York State General Municipal Law. The Purchasing Agent works with the responsible department in developing bid specifications. Requests for bids are advertised in the legal advertising section of the County's official newspaper designated by the County Legislature and are and distributed online through a free, public forum.<sup>4</sup> There must be a minimum of five days between the first day of bid publication and the public opening of bids by the Purchasing Agent.<sup>5</sup> The

<sup>2</sup> See Office of the State Comptroller guidance document "Seeking Competition in Procurement."

<sup>3</sup> General Municipal Law §103(1)

<sup>4</sup> General Municipal Law §103 (2)

<sup>5</sup> General Municipal Law §103(2)

Purchasing Agent and the department will review bid results to determine the award, which is made to the lowest responsible bidder.

#### *Open Purchase Orders*

If a vendor will be used repeatedly, it is appropriate to execute a contract or an "open purchase order", so that the procurement/bidding process does not have to be repeated each time an order is placed. "Open purchase orders" may also be used for small purchases from approved vendors for items needed to complete immediate projects where other procurement methods would provide costly delays.

#### *Public Posting in Lieu of Quotes*

If three verbal or written quotes cannot be obtained for purchases under the formal bid threshold, but the purchase does not qualify as a sole source, the Purchasing Agent may ensure competitive procurement of the product by publically posting an online solicitation and then making the purchase from the lowest qualified quote.

## **2. Purchase of Services**

#### *Professional Services*

The purchase of professional services is initiated by the department in need of the services.<sup>6</sup> Consistent with State General Municipal Law, Article 5A, Section 104-B, professional services must be procured in a manner that assures the prudent and economical use of public monies in the best interest of the taxpayers. The selection method to be used may include (but is not limited to) the following: request for proposals, request for qualifications, recruitment, or open acceptance of proposals. Professional services contracts awarded with State or federal funds must follow any bidding requirements set forth in State, federal or other applicable statutes and guidelines. Once the service provider is selected, the department should work with the County Attorney's Office to prepare a contract, which must be approved by the County Attorney, the Purchasing Agent, the Commissioner of Finance and the County Manager.

#### *Maintenance Agreements*

Maintenance agreements for equipment are procured through the Purchasing Agent. The Purchasing Agent administers these contracts and must competitively acquire these services or provide sole source justification.

#### *Equipment Leases/Rentals*

Equipment leases and rental agreements may only be negotiated and approved by the Purchasing Agent.

#### *Specialized Services*

Other services unique to individual departments should be procured using the guidelines for purchases of materials, supplies, and equipment, based on the cost of the service.

## **3. Public Works Construction Contracts Exceeding \$200,000**

Public works construction contracts exceeding \$200,000 may only be awarded to contractors and subcontractors that have an approved apprenticeship program as provided for in Article 23 of the New York State Labor Law and meet State, Federal, or Schenectady County Minority and Women-Owned Business Utilization goals as appropriately apply.<sup>7</sup>

<sup>6</sup> According to OSC Guidance Document "Seeking Competition in Procurement" issued January 2009, professional services are defined as "requiring specialized or technical skills, expertise or knowledge, the exercise of professional judgment, or a high degree of creativity."

<sup>7</sup> See the Schenectady County Equal Opportunity and Affirmative Action Plan

#### **4. Exceptions to Competitive Procurement Requirements**

##### ***Existing State and County Contracts<sup>8</sup>***

Purchases of commodities and Public Work may be made under existing contracts with New York State maintained by the Office of General Services or other counties within New York State. Other county contracts must have a provision extending their use to other local governments. When purchasing off of an existing contract the contract details must be documented on the requisition.

##### ***Emergency Procurement<sup>9</sup>***

In an emergency situation the Purchasing Agent has the authority to make expenditures below the legal competitive bid threshold (\$20,000 for commodities and \$35,000 for public works) without seeking quotes. The Department head requesting the purchase must explain the emergency situation in writing.<sup>10</sup> If the situation requires purchases or contracts above the legal bid threshold, the County Manager must authorize the expenditure by declaring the emergency situation in writing.

##### ***Sole Source Procurement***

A purchase may be exempt from competitive procurement if the Purchasing Agent makes a reasonable effort to determine that the item or service required is only available from one source. The Agent must document the reason(s) for sole source procurement. If the procurement is above the legal competitive bid threshold it must be approved by the County Manager.

##### ***Hospital Purchases<sup>11</sup>***

Purchases of hospital supplies and services may be made without competitive bidding if made under joint contracts with other public or private hospitals or medical facilities.

##### ***Preferential Vendors<sup>12</sup>***

Purchases from agencies for the disabled (e.g., NYSID) and correctional facilities (e.g., Corcraft) are exempt from competitive bidding. County departments are encouraged to purchase materials, supplies, and equipment from these entities whenever possible after the department has determined the form, function, and utility of preferred source products and services meet the department's requirements.

##### ***Cooperatives & Piggyback Contracts***

In lieu of obtaining written quotes for purchases of commodities up to \$20,000; the Director of Purchasing is authorized to make such purchases using established national and regional cooperative purchasing contracts, including, but not limited to, the contracts issued by the following entities: the U.S. General Services Administration (GSA) Schedule 70 Information Technology, Minnesota Multistate Contracting Alliance for Pharmacy (MMCAP), U.S. Communities Government Purchasing Cooperative, Western States Contracting Alliance (WSCA), National Joint Powers Alliance (NJPA), or the HGACBuy Cooperative Purchasing Program.<sup>13</sup>

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<sup>8</sup> General Municipal Law §104, §103(3)

<sup>9</sup> General Municipal Law §103(4)

<sup>10</sup> Emergency situations are defined as in General Municipal Law §103(4) as "a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting public buildings, public property or the life, health, safety or property of the inhabitants of a political subdivision or district therein, require immediate action"

<sup>11</sup> General Municipal Law §103(8); Glendale Nursing Home is considered a municipal hospital under OSC Opinion 89-2.

<sup>12</sup> State Finance Law §162(1),(2)

<sup>13</sup> General Municipal Law §103 (16)

## **5. Energy Star Purchasing Program**

**Consistent with Schenectady County Legislation Resolution 66-08, all agencies and departments must purchase Energy Star-certified products when available unless the Department Head can demonstrate to the County Manager, in writing, that the product is not available competitively, is not available within a reasonable time frame, or does not meet appropriate performance standards.**

## **6. Fraud, Waste and Abuse Prevention Policy Compliance**

**All departments must comply with the Schenectady County Fraud, Waste and Abuse Prevention Policy, including referencing the policy in contracts or written agreements for services.**

## **Purchasing Procedures**

**Detailed departmental and vendor purchasing procedures are available in separate documents, which are available from the County Purchasing Agent.**



# Schenectady County Legislature

Committee on Public Safety and Firefighting

Hon. Thomas Constantine, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Public Safety and Firefighting  
Honorable Thomas Constantine, Chair  
Monday, March 6, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PSF	2 A RESOLUTION AUTHORIZING SCHENECTADY COUNTY TO ENTER INTO AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITH THE DUANESBURG CENTRAL SCHOOL DISTRICT REGARDING A SCHOOL RESOURCE OFFICER	Legislator Constantine	
PSF	3 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE DOMESTIC TERRORISM PREVENTION PROGRAM, AND THE CREATION OF A POSITION IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Constantine	

Item	Title	Sponsor	Co-Sponsors
PSF	4 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE UNITED STATES DEPARTMENT OF JUSTICE AND BUREAU OF JUSTICE ASSISTANCE FOR THE IMPLEMENTATION OF A BODY WORN CAMERA PROGRAM IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Constantine	
PSF	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF INDIGENT LEGAL SERVICES FOR THE COUNSEL AT FIRST APPEARANCE PROGRAM	Legislator Constantine	

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Public Safety and Firefighting  
**Dual Reference:**  
**Initiative:** PSF 2

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING SCHENECTADY COUNTY TO ENTER INTO AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITH THE DUANESBURG CENTRAL SCHOOL DISTRICT REGARDING A SCHOOL RESOURCE OFFICER

**Purpose and General Idea:**

Provides Authorization to Enter into an Addendum to the Existing Duanesburg Central School District School Resource Officer MOU.

**Summary of Specific Provisions:**

Authorizes to enter into an addendum to the existing Duanesburg Central School District School Resource Officer (SRO) memorandum of understanding with the purpose of adding a second SRO for the school district.

**Effects Upon Present Law:**

None.

**Justification:**

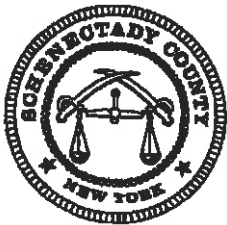
The addendum would allow the Sheriff's office to assign a Deputy on a full-time basis to the newly created SRO position at the elementary school. The second SRO would comply with all the existing provisions detailed in the original agreement as well as complement the existing officer at the High School and ensure the ongoing success of the program.

**Sponsor: Legislator Constantine**

**Co-Sponsor:**



# COUNTY OF SCHENECTADY



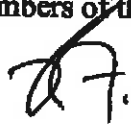
RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

---

**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Dominic A. Dagostino, Sheriff

**Date:** March 3, 2023

**RE:** Authorization to Enter into an Addendum to the Existing Duanesburg Central School District School Resource Officer (SRO) MOU

---

Attached is a memorandum from Sheriff Dagostino, requesting authorization to enter an addendum to the existing Duanesburg Central School District School Resource Officer (SRO). This Memorandum of Understanding, once executed, will add a second SRO for the school district.

The Duanesburg Central School District shall pay 70% of the cost for the second SRO calculated as follows: Step 2 Base pay of \$63,017 plus 37.33 % fringe benefits of \$23,524 for a total of \$86,541. 70% of that total is \$60,578.70 per year.

Once the MOU addendum is executed, the Sheriff's office can assign a Deputy on a full-time basis to the newly created second SRO position at the elementary school. This second SRO will comply with all the existing provisions detailed in the original agreement and will complement the existing officer at the High School and ensure the ongoing success of the program.

I recommend your approval.



**SCHENECTADY COUNTY  
SHERIFF'S OFFICE**

320 VEEDER AVENUE  
SCHENECTADY, NEW YORK 12307

**Dominic A. Dagostino - Sheriff**

**James J. Barrett - Undersheriff**

PHONE (518) 388-4300 FAX (518) 388-4593



**02/16/23**

**TO: Anthony Jasenski – Chair of the Schenectady County Legislature**  
**Rory Fluman – County Manager**  
**Geoff Hall – Clerk of the Legislature**  
**Chris Gardner – County Attorney**  
**Jaclyn Falotico – Commissioner of Finance**

**FROM: Sheriff Dominic Dagostino**

**RE: Request to enter into an addendum to the existing Duanesburg Central School District School Resource Officer MOU for the purpose of adding a second SRO for the School District.**

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Based on a request from the Duanesburg Central School District for the Sheriff's Office to provide a second SRO to the District at the Elementary School, the Sheriff's Office respectfully requests to enter into an Addendum to the existing MOU to accommodate this request. The Addendum would provide for the Sheriff's Office to assign a Deputy on a full time basis to this newly created 2<sup>nd</sup> SRO position at the Elementary School. The 2<sup>nd</sup> SRO would be subject to and work in conformance with all of the existing provisions which are detailed in the original MOU and the financial reimbursement would be the same as established in the Funding and Compensation Section of the existing MOU. The Addendum which will include the Funding and Compensation info for the 2<sup>nd</sup> SRO will be forwarded in a separate correspondence. The 2<sup>nd</sup> SRO will compliment the current SRO at the High School and will help to ensure the ongoing success of this program.

Respectfully Submitted,

Sheriff Dominic Dagostino

*Schenectady Sheriff's Office established in 1809*



**March 2, 2023**

**Rory Fluman  
County Manager  
620 State St  
Schenectady, NY 12305**

**Dear County Manager Fluman:**

**We have had a School Resource Officer from the Schenectady County Sheriff's Office stationed in our school for the past several years. Our SRO, Dep. Eric Reyell, has been an indispensable resource to our district and the community. Dep. Reyell works to keep students out of the legal system and focused on positive future goals. More than that, he provides peace of mind so that students and staff can focus on their primary jobs as teachers and learners.**

**Our district is quite small and does not have significant behavior issues; however, we are relatively remote and have no local police station. After the tragic event in Uvalde last spring, we began discussing the possibility of adding an additional SRO to be located at our elementary school. Though Dep. Reyell does travel back and forth between our buildings, he cannot be in two places at the same time. Having an SRO in each building at all times would increase the possibility that there would always be someone present to act immediately during a crisis.**

**The Duanesburg Board of Education has authorized me to request a second SRO to be stationed primarily at our elementary school. Please let me know what the district can do to facilitate this.**

**Sincerely,**

A handwritten signature in black ink that reads 'James Niedermeier'.

**James Niedermeier  
Superintendent**

**MARCH 01, 2023**

**ADDENDUM**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE DUANESBURG CENTRAL SCHOOL DISTRICT AND THE SCHENECTADY COUNTY SHERIFF'S OFFICE FOR AN ON-SITE SHERIFF PRESENCE (SRO) AT THE DUANESBURG CENTRAL SCHOOL DISTRICT HIGH SCHOOL AND ELEMENTARY SCHOOLS**

Subject to the approval and appropriation by the county legislature, this addendum to the existing MOU agreement referenced above is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 Between the County of Schenectady acting by and through it's Sheriff's Office and the Duanesburg Central School District and will provide for the Sheriff's Office to assign one (1) on site Deputy Sheriff to the school district on a full-time basis at the Duanesburg Elementary School.

**Whereas**, the County of Schenectady and the Schenectady County Sheriff's Office currently provides an on-site full-time Deputy Sheriff SRO who is assigned to the Duanesburg High School pursuant to the existing MOU agreement, and

**Whereas**, the Duanesburg Central School District has requested the Sheriff's Office to provide a second full-time on-site Deputy Sheriff SRO for assignment to the elementary school.

**Therefore**, it is mutually agreed by and between the parties that the addendum provisions be established as follows:

- 1.) The addendum will be attached hereto and made a part thereof with the current SRO MOU and will be in effect upon the signature execution of this agreement through June 30, 2023, with all current MOU terms being in effect.
- 2.) The designated second full-time on-site Deputy Sheriff SRO assigned to the elementary school shall be subject to and work in conformance with all the existing provisions which are detailed in the current SRO MOU.
- 3.) Both on-site Deputy Sheriff SRO's may work at either the high school or the elementary school when circumstances warrant such deployment.
- 4.) With respect to Financial Reimbursement which is covered in the funding and compensation section of the current MOU, the Duanesburg Central School District shall pay 70% of the cost for the second SRO calculated as follows: Step 2 Base pay of \$63,017 plus 37.33 % fringe benefits of \$23,524 for a total of \$86,541. 70% of that total is \$60,578.70.

Wherefore the parties hereto have here unto set their hands on the date set forth following each signature.

**SCHENECTADY COUNTY SHERIFF'S OFFICE**

BY: \_\_\_\_\_

**Dominic Dagostino -Sheriff**

**COUNTY OF SCHENECTADY**

BY: \_\_\_\_\_

**Rory Fluman -County Manager**

**APPROVED AS TO FORM AND CONTENT**

BY: \_\_\_\_\_

**Christopher Gardner -County Attorney**

**DUANESBURG CENTRAL SCHOOL DISTRICT**

BY: \_\_\_\_\_

**James Niedermeier -Superintendent of Schools**

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Public Safety and Firefighting  
**Dual Reference:** Ways and Means  
**Initiative:** PSF 3

**Title of Proposed Resolution:**

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE DOMESTIC TERRORISM PREVENTION PROGRAM, AND THE CREATION OF A POSITION IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF

**Purpose and General Idea:**

Provides Authorization to Enter into Various Multi-Year Agreements with the NYS Department of Homeland Security and Emergency Services for the Domestic Terrorism Prevention Grant.

**Summary of Specific Provisions:**

Provides authorization to enter into a multi-year agreement with the NYS Department of Homeland Security and Emergency Services for the Domestic Terrorism Prevention Grant. The grant amount is \$172,413. This grant period is from September 1, 2022, through August 31, 2024.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget in the Sheriff's Department to accommodate grant funding from the NYS Department of Homeland Security and Emergency Services for the Domestic Terrorism Prevention Grant.

Establish and Increase Revenue Code By:

A33110.338909	Domestic Terrorism Prevention Grant	\$86,207
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Increase Expenditure Code By:

A513110.111	TAM Team Program Manager	\$35,000
A513110.119	Overtime - Patrol	\$6,207

Establish and Increase Expenditure Code By:

A543110.415784	Domestic Terrorism Prevention Grant	\$45,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

In conjunction with Executive Order 18, issued by Governor Hochul, this grant will support the County's efforts to prevent targeted violence and domestic terrorism through the utilization of Threat Assessment Management (TAM) teams. The Sheriff's department will use the funding to bring on a part-time TAM Team Program Manager and the various cost associated with program management and training. The County team will include members of law enforcement, Mental Health Communities, School Staff Administrators, and any other relevant partners.

**Sponsor: Legislator Constantine**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY

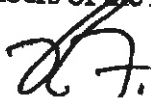


RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

---

**To:** Honorable Chairperson and Members of the Legislature  
**From:** Rory Fluman, County Manager   
**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Dominic A. Dagostino, County Sheriff  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources  
**Date:** March 3, 2022  
**Re:** Authorization to Enter into a Multi-Year Agreement with the NYS Department of Homeland Security and Emergency Services for the Domestic Terrorism Prevention Grant

---

Attached is a memorandum from Sheriff Dominic A. Dagostino requesting authorization to enter into a multi-year agreement with the NYS Department of Homeland Security and Emergency Services for the Domestic Terrorism Prevention Grant. The funding amount for this grant is \$172,413. In conjunction with Executive Order 18, issued by Governor Hochul, this grant will support the County's efforts to prevent targeted violence and domestic terrorism through utilization of Threat Assessment Management (TAM) teams. The County team will include members of the Law Enforcement and Mental Health communities, school staff and administrators, and other relevant partners.

In addition to this, Sheriff Dagostino is requesting the creation of the position of part time TAM Team Program Manager. Various costs associated with program initiation and staff training will be funded by the grant.

This agreement has a term beginning September 1, 2022, through August 31, 2024.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, details the actions necessary to create the position.

I recommend your approval.





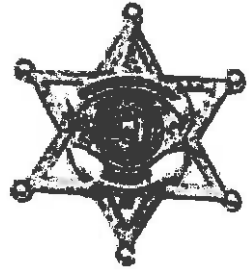
**SCHEENCTADY COUNTY  
SHERIFF'S OFFICE**

320 VEEDER AVENUE  
SCHEENCTADY, NEW YORK 12307

**Dominic A. Dagostino - Sheriff**

**James J. Barrett - Undersheriff**

PHONE (518) 388-4300 FAX (518) 388-4593



**02/16/23**

**TO: Anthony Jasenski – Chair of the Schenectady County Legislature  
Rory Fluman – County Manager  
Geoff Hall – Clerk of the County Legislature  
Jacklyn Falotico – Commissioner of County Finance**

**FROM: Sheriff Dominic Dagostino**

**RE: Executive Order 18 – Domestic Terrorism Prevention Grant**

---

The Sheriff's Office respectfully requests that the County accepts a grant under the FY 2022 Domestic Terrorism Prevention Grant Program for the amount of \$ 172,413. This grant comes in response to and connection with Executive Order 18 which was issued by Governor Hochul on May 18,2022 and funding for this state grant award is directed to be utilized to support the County's capability to prevent targeted violence and domestic terrorism through the utilization of Threat Assessment Management Teams and the development of comprehensive Domestic Terrorism plans. As required in EO-18, the County team will be comprised of members from Law Enforcement, Mental Health, School system administrators & staff and other relevant community partners. The grant was submitted by County EMO and the lead / implementing agency will be the Sheriff's Office. Grant funding will be utilized to create a new position for a part time TAM Team Program Manager and various associated costs with program initiation as well as training for Team members to increase awareness of the rise in targeted violence and domestic violence extremism and radicalization. Further details with respect to the TAM Team Program manager will be forwarded in a separate correspondence.

Respectfully Submitted,

  
Sheriff Dominic Dagostino

*Schenectady Sheriff's Office established in 1809*



# Homeland Security and Emergency Services

**KATHY HOCHUL**  
Governor

**JACKIE BRAY**  
Commissioner

August 16, 2022

The Honorable Anthony Jasenski, Sr.  
Chair, Schenectady County Legislature  
620 State Street  
Schenectady, NY 12305

Dear Mr. Jasenski:

I am pleased to inform you that Schenectady County is being awarded \$172,413 under the FY2022 Domestic Terrorism Prevention (DTP) Grant Program. Funding for this state grant award is directed to be utilized to support the county's capability to prevent targeted violence and domestic terrorism through the utilization of Threat Assessment and Management (TAM) teams and the development of comprehensive Domestic Terrorism Plans. The New York State Division of Homeland Security and Emergency Services (DHSES) will manage and administer these program funds and the performance period for this grant will be from September 1, 2022 through August 31, 2024.

As mentioned in prior correspondence from me, we are relying on you as the county official to designate a lead implementing agency for this Governor's initiative. The FY2022 DTP application documents and grant guidance are being sent to grant points of contact and county emergency managers from within your jurisdiction. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to us no later than September 16, 2022. If you need assistance in completing your application, please contact the DHSES Grants Program Administration Office at (666) 837-9133.

Please be reminded as a condition of this program funding you must develop and submit your Domestic Terrorism Plan to DHSES by December 31, 2022 as indicated by Executive Order 18. Once your application is received and a designated lead agency determined, a representative from the Grants Program Administration will work with your staff to initiate the contracting process in order to make these funds available as soon as possible.

If you have any questions with regards to the implementation of this program, please contact me at (518) 242-5000 or my Director of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Congratulations on your award! I look forward to working with you to execute this program.

Sincerely,

A handwritten signature in black ink that reads "Jacqueline Bray".

Jackie Bray  
Commissioner

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** March 1, 2023  
**SUBJECT:** Budget Amendment -- NYS Department of Homeland Security and Emergency Services -- Domestic Terrorism Prevention Grant -- Sheriff's Department

The Department of Finance provides the following amendment to the 2023 Operating Budget in the Sheriff's Department to accommodate grant funding from the NYS Department of Homeland Security and Emergency Services for the Domestic Terrorism Prevention Grant.

Establish and Increase Revenue Code By:

A33110.338909	Domestic Terrorism Prevention Grant	<u>\$86,207</u>
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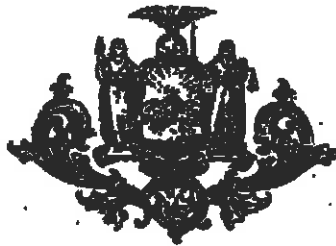
Increase Expenditure Code By:

A513110.111	TAM Team Program Manager	<u>\$35,000</u>
A513110.119	Overtime - Patrol	<u>\$6,207</u>

Establish and Increase Expenditure Code By:

A543110.415784	Domestic Terrorism Prevention Grant	<u>\$45,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



# State of New York

## Legislative Chamber

No. 18

### Preventing and Responding to Domestic Terrorism

WHEREAS, on March 14, 2022, a shooting at a Buffalo, NY, supermarket killing 10 people by an individual motivated by racist conspiracy theories discovered on internet message boards highlights the urgent and significant threat the State faces from domestic extremists;

WHEREAS, the number of domestic extremist attacks, arrests, and plots have more than tripled from 2011 to 2021, according to the Center for Strategic and International Studies, with more than "38 white supremacist and other like-minded terrorist attacks and plots" in 2021;

WHEREAS, the Office of the Director of National Intelligence continues to determine that domestic extremism poses a heightened threat to the United States;

WHEREAS, domestic extremists use social media and other online platforms to distribute propaganda to inspire violence, recruit, plan, and conspire with one another;

WHEREAS, domestic extremists continue to call for violence directed at critical infrastructure; soft targets and mass gatherings; faith-based institutions, such as churches, synagogues, and mosques; institutions of higher education; people of different races and religions; government facilities and personnel; the media; and perceived ideological opponents;

WHEREAS, the Department of Homeland Security (DHS) has determined that the United States remains in a heightened threat environment fueled by several factors, including an online environment filled with false or misleading narratives and conspiracy theories, and other forms of mis-, dis-, and mal-information introduced and/or amplified by foreign and domestic threat actors;

WHEREAS, misleading narratives and conspiracy theories, and other forms of mis-, dis-, and mal-information are introduced and/or amplified by foreign and domestic threat actors;

WHEREAS, the Federal Bureau of Investigation and DHS assess that white supremacist violent extremists remain the most persistent threat for mass casualty attacks amongst domestic extremists.

- II. The Division of Homeland Security and Emergency Services shall establish a unit within the Office of Counterterrorism dedicated to preventing domestic terrorism. This unit will be responsible for: (1) developing best practices for law enforcement, mental health professionals, and school officials to address the rise in targeted violence, domestic violence extremism, and homegrown violent extremism; (2) developing training for law enforcement, mental health professionals, and school officials to increase awareness of domestic violent extremism and radicalization; and (3) implementing a program to use social media and other mediums to intervene in the radicalization process. There is hereby established the Threat Assessment Management Program ("Program"), to be administered by the Office of Counterterrorism. The Program shall disburse funding to counties to assist in creating and operating threat assessment management teams. Such teams shall be comprised of law enforcement, mental health professionals, school officials, and other key stakeholders tasked with identifying, assessing, and mitigating the threat of targeted violence. Funding shall be made available in the form of grants, which shall be awarded to counties consistent with all applicable procurement laws and rules.
- III. The State Police shall establish a dedicated unit within the New York State Intelligence Center (NYSIC) to track domestic extremism and increase social media monitoring at the Intelligence Center. The unit will be responsible for developing investigative leads based on social media analyses focused on radical extremist activities motivated threats by identifying online locations and activities that facilitate radicalization and promote violent extremism.



GIVEN under my hand and the Privy Seal of the  
 State in the City of Albany this  
 eighteenth day of May in the year two  
 thousand twenty-two

BY THE GOVERNOR

*[Handwritten signature]*  
 Secretary to the Governor

*Ruth Hochul*

GOVERNOR

MAY 18, 2022

1  
2

**Executive Order 18**

**Preventing and Responding to Domestic  
Terrorism**

([https://www.governor.ny.gov/sites/default/files/2022-05/EO\\_18.pdf](https://www.governor.ny.gov/sites/default/files/2022-05/EO_18.pdf))

No. 18

**Preventing and Responding to Domestic Terrorism**

**WHEREAS, on May 14, 2022, a shooting at a Buffalo, NY, supermarket killing 10 people by an individual motivated by racist conspiracy theories discovered on Internet message boards highlights the urgent and significant threat the State faces from domestic extremists;**

**WHEREAS, the number of domestic extremist attacks, arrests, and plots have more than tripled from 2011 to 2021, according to the Center for Strategic and International Studies, with more than "38 white supremacist and other like-minded terrorist attacks and plots" in 2021;**

**WHEREAS, the Office of the Director of National Intelligence continues to determine that domestic extremism poses a heightened threat to the United States;**

**WHEREAS**, domestic extremists use social media and other online platforms to distribute propaganda to inspire violence, recruit, plan, and conspire with one another;

**WHEREAS**, domestic extremists continue to call for violence directed at critical infrastructure; soft targets and mass gatherings; faith-based institutions, such as churches, synagogues, and mosques; institutions of higher education; people of different races and religions; government facilities and personnel; the media; and perceived ideological opponents;

**WHEREAS**, the Department of Homeland Security (DHS) has determined that the United States remains in a heightened threat environment fueled by several factors, including an online environment filled with false or misleading narratives and conspiracy theories, and other forms of mis-, dis-, and mal-information introduced and/or amplified by foreign and domestic threat actors;

**WHEREAS**, misleading narratives and conspiracy theories, and other forms of mis- dis- and mal-information are introduced and/or amplified by foreign and domestic threat actors;

**WHEREAS**, the Federal Bureau of Investigation and DHS assess that white supremacist violent extremists remain the most persistent threat for mass casualty attacks amongst domestic extremists;

**WHEREAS**, a collaborative effort involving State and local governments and law enforcement, school officials, health care providers and private entities is required to comprehensively respond to this urgent threat;

**NOW, THEREFORE, I, KATHY HOCHUL**, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and the laws of the State of New York, do hereby order as follows:

1. Every county and the City of New York must perform a comprehensive review of current strategies, policies, procedures, practices. Every county and the City of New York must develop and maintain a plan to identify and confront threats of domestic terrorism that includes racially or ethnically motivated violent extremists. This plan must include input from law enforcement, mental health professionals, school officials, and other key stakeholders within their jurisdiction and be submitted to the Division of Homeland Security and Emergency Services' Office of Counterterrorism on or before December 31, 2022. These plans will be used to inform funding distributions in forthcoming grant opportunities.
2. The Division of Homeland Security and Emergency Services shall establish a unit within the Office of Counterterrorism dedicated to preventing domestic terrorism. This unit will be responsible for: (1) developing best practices for law enforcement, mental health professionals, and school officials to address the rise in targeted violence, domestic violence extremism, and homegrown violent extremism; (2) developing training for law enforcement, mental health professionals, and school officials to increase awareness of domestic violent extremism and radicalization; and (3) implementing a program to use social media and other mediums to intervene in the radicalization process. There is hereby established the Threat Assessment Management Program ("Program"), to be administered by the Office of Counterterrorism. The Program shall disburse funding to

counties to assist in creating and operating threat assessment management teams. Such teams shall be comprised of law enforcement, mental health professionals, school officials, and other key stakeholders tasked with identifying, assessing, and mitigating the threat of targeted violence. Funding shall be made available in the form of grants, which shall be awarded to counties consistent with all applicable procurement laws and rules.

3. The State Police shall establish a dedicated unit within the New York State Intelligence Center (NYSIC) to track domestic extremism and increase social media monitoring at the Intelligence Center. The unit will be responsible for developing investigative leads based on social media analyses focused on radical extremist activities motivated threats by identifying online locations and activities that facilitate radicalization and promote violent extremism.

GIVEN under my hand and the Privy Seal  
of the State in the City of  
Albany this eighteenth day of  
May in the year two thousand  
twenty-two

BY THE GOVERNOR

Secretary to the Governor

## Translations

Arabic Translation

الترجمة إلى العربية

([https://www.governor.ny.gov/sites/default/files/EO%2018%20Domestic%20Terrorism\\_Ar](https://www.governor.ny.gov/sites/default/files/EO%2018%20Domestic%20Terrorism_Ar))

Bengali Translation

বাংলা অনুবাদ

([https://www.governor.ny.gov/sites/default/files/EO%2018%20Domestic%20Terrorism\\_Be](https://www.governor.ny.gov/sites/default/files/EO%2018%20Domestic%20Terrorism_Be))

Chinese Translation

中文翻譯

([https://www.governor.ny.gov/sites/default/files/EO%2018%20Domestic%20Terrorism\\_Chi](https://www.governor.ny.gov/sites/default/files/EO%2018%20Domestic%20Terrorism_Chi))



**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Public Safety and Firefighting  
**Dual Reference:** Ways and Means  
**Initiative:** PSF 4

**Title of Proposed Resolution:**

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE UNITED STATES DEPARTMENT OF JUSTICE AND BUREAU OF JUSTICE ASSISTANCE FOR THE IMPLEMENTATION OF A BODY-WORN CAMERA PROGRAM IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF

**Purpose and General Idea:**

Authorization to Enter into Various Multi-Year Agreements with the U.S. Department of Justice and Bureau of Justice Assistance for Small Rural and Tribal Law Enforcement Agency Body Worn Camera Policy and Implementation Program.

**Summary of Specific Provisions:**

Provides authorization to enter into a multi-year agreement with the U.S. Department of Justice and Bureau of Justice Assistance for Small Rural and Tribal Law Enforcement Agency Body Worn Camera Policy and Implementation Program. The funding amount for this grant is \$46,000. The terms of this agreement are from January 1, 2022, through December 31, 2024

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget in the Sheriff's Department to accommodate grant funding from the U.S. Department of Justice and Bureau of Justice Assistance for the Body Worn Camera Policy and Implementation Program.

Establish and Increase Revenue Code By:

A43110.451012	Body Worn Cameras Program	\$46,000
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Establish and Increase Expenditure Code By:

A543110.415785	Body Worn Cameras Program	\$92,000
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Decrease Expenditure Code By:

A521621.204	Office and Service Equipment -- Information Systems	\$46,000
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

The Sheriff's department will purchase 23 body-worn cameras and has completed the related training, as well as Implemented a Body Worn Camera (BWC) policy. The body-worn camera program will increase transparency and foster trust between law enforcement and the community.

**Sponsor: Legislator Constantine Co-Sponsor:**

# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Dominic A. Dagostino, County Sheriff  
Jaclyn Falotico, Commissioner of Finance

**Date:** March 3, 2023

**Re:** Authorization to Enter into a Multi-Year Agreement with U.S. Department of Justice and Bureau of Justice Assistance for the Small Rural and Tribal Law Enforcement Agency Body Worn Camera Policy and Implementation Program

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Attached is a memorandum from Sheriff Dominic A. Dagostino requesting authorization to enter into a multi-year agreement with the U.S. Department of Justice and Bureau of Justice Assistance for the Small Rural and Tribal Law Enforcement Agency Body Worn Camera Policy and Implementation Program. The funding amount for this grant is \$46,000, which will be used for the purchase of 23 Body Worn Cameras at a maximum price of \$2,000 per camera. A Body Worn Camera program will increase transparency and foster trust between law enforcement and the community. In preparation for program initiation, the Sheriff's Office has implemented a Body Worn Camera policy and completed related training.

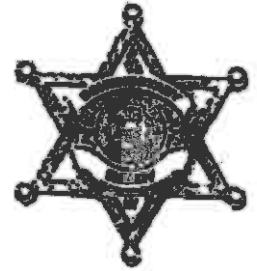
This agreement has a term beginning January 1, 2022, through December 31, 2024.

The attached memorandum from Jaclyn Falotico, Commissioner of Finance, details the necessary budget amendment.

I recommend your approval.



**SCHENECTADY COUNTY  
SHERIFF'S OFFICE**  
320 VEEDER AVENUE  
SCHENECTADY, NEW YORK 12307  
**Dominic A. Dagostino - Sheriff**  
**James J. Barrett - Undersheriff**  
PHONE (518) 388-4300 FAX (518) 388-4593



**02/16/23**

**TO: Anthony Jasenski – Chair of the Schenectady County Legislature**  
**Rory Fluman – County Manager**  
**Geoff Hall – Clerk of the County Legislature**  
**Jacklyn Falotico – Commissioner of County Finance**

**FROM: Sheriff Dominic Dagostino**

**RE: Acceptance of grant funding for the purchase of Body Worn Camera's**

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The Sheriff's Office respectfully requests authorization to accept a grant in the amount of \$ 46,000.00 from the Small Rural and Tribal Law Enforcement Agency Body Worn Camera Policy and Implementation Program. The SRT program falls under Justice and Security Strategies Inc. which operates under the Department of Justice and the Bureau of Justice Assistance. This funding will allow the Sheriff's Office to maximize the grant with the purchase of 23 Body Worn Cameras at a price not to exceed \$ 2,000.00 per unit. The establishment of a BWC program will serve to enhance agency transparency and professionalism as well as assisting in building trust between law enforcement and the community. The Sheriff's Office has recently added a policy for the BWC program and has also completed training in preparation for program initiation.

Respectfully Submitted,

**Sheriff Dominic Dagostino**

*Schenectady Sheriff's Office established in 1809*

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** February 28, 2023  
**SUBJECT:** Budget Amendment – U.S. Department of Justice and Bureau of Justice Assistance –  
Body Worn Cameras Program – Sheriff's Department

The Department of Finance provides the following amendment to the 2023 Operating Budget in the Sheriff's Department to accommodate grant funding from the U.S. Department of Justice and Bureau of Justice Assistance for the Body Worn Camera Policy and Implementation Program.

Establish and Increase Revenue Code By:

A43110.451012	Body Worn Cameras Program	<u>\$46,000</u>
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Establish and Increase Expenditure Code By:

A543110.415785	Body Worn Cameras Program	<u>\$92,000</u>
----------------	---------------------------	-----------------

Decrease Expenditure Code By:

A521621.204	Office and Service Equipment – Information Systems	<u>\$46,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

# Supporting Small, Rural, and Tribal Law Enforcement Agency Body-Worn Camera Policy and Implementation Program

**SUBAWARD ("MICRO-GRANT") AGREEMENT BETWEEN  
Schenectady County Sheriff's Office  
And**



SUBAWARD INFORMATION	
<b>Name:</b>	Schenectady County Sheriff's Office
<b>Address:</b>	320 VEEDER AVE SCHENECTADY, NY 12307
<b>Award Number</b>	28632257
<b>Federal Identification Number</b>	14-6002431
<b>Micro-grantee DUNS/UEI</b>	102574808
<b>Program Period: Start Date - End Date</b>	01/01/2022-12/31/2024
<b>Total Amount of the Federal Award</b>	\$ 46,000.00
<b>Match Amount</b>	\$ 46,000.00

By signing this document, you agree to accept and comply with the award requirements including award conditions, assurances and certifications that were presented within the application portal and the associated attachments, as well as any additional requirements or conditions imposed subsequent to the program start date of this award by DOJ, OJP or JSS on Schenectady County Sheriff's Office. These conditions apply during the project period. These requirements encompass financial, administrative, and programmatic matters, including specific restrictions on use of funds in the approved budget. In addition to the specified award conditions, the micro-grantee also agrees to abide by the general Federal award conditions accepted by the prime award agency, Justice & Security Strategies, Inc. which can be found at the following link: <https://www.srtbwc.com/wp-content/uploads/2022/03/SRT-BWC-Micro-Grantee-Award-Special-Conditions.pdf>.

Should Schenectady County Sheriff's Office accept the award and then fail to comply with an award requirement, JSS, on behalf of DOJ, will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
Dr. Shelle Solomon, CEO, Justice & Security Strategies, Inc. 1835 E Hallandale Beach Blvd #387, Hallandale Beach, FL 33009 <a href="mailto:info@srtbwc.com">info@srtbwc.com</a> , 888-236-0565	Typed Name and Title of Authorized Subrecipient Official Dominic Dagostino sheriff
Signature of Approving Official  <i>Shelle Solomon</i>	Signature of Authorized Subrecipient Official  <i>Dominic Dagostino - Sheriff</i>
Date: 11/1/2022	Date: 9/30/2022

**Federal Award Number: 2020-BC-BX-K001, October 1, 2020, C.F.D.A. No: 16.835.** Federal Award Project Description: The Fiscal Year 2020 Supporting Small and Rural Agency Body-Worn Camera Policy and Implementation Program (SRA-BWC) will provide funding and program development support to small and rural agencies that intend to initiate expanded body-worn camera programs. The provider will be responsible for designing and administering a competitive funding solicitation that distributes micro-grants to qualified small and rural agencies to implement a body-worn camera program. They will also identify the needs of micro-grantee agencies and deliver standard and customized training and technical assistance (TTA) to these agencies. This is not a research and development grant.

This project was supported by Grant No. 2020-BC-BX-K001 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.

## **Attachment A: Award Specific Requirements**

- 1) **Body-worn Camera ("BWC") Policy Review Required in Order to Receive Funding:** Micro-grantee is required to successfully demonstrate that they have developed BWC policies that are purposeful, comprehensive, and deliberately designed and acceptable to DOJ's Office of Justice Programs (OJP) and JSS. All funding except 10% of the total award amount under this micro-grant will be held until Micro-grantee's BWC policy is approved in writing by JSS.
  - a) If Micro-grantee already developed a BWC policy, JSS must review and approve the policy, and Micro-grantee's executive officers must certify that their policy was developed in a comprehensive, deliberate, and planned manner, and is consistent with relevant state laws; or
  - b) If Micro-grantee has not yet developed a BWC policy, Micro-grantee must develop a BWC policy as a condition of this micro-grant. Micro-grantee must work with JSS to ensure that policy development is purposeful, comprehensive and deliberate.
- 2) **Monthly Reporting Required:** In order to be eligible for reimbursement under this micro-grant, Micro-grantee will be required to submit monthly reports, as well as a final report after the project end date, through the online micro-grant portal no later than dates to be specified by JSS. These reports will require submission of both financial and programmatic information. Micro-grantee must collect and maintain data concerning the work performed under this micro-grant in a manner and timeframes specified by JSS. The financial and programmatic data elements, outputs and outcomes will be outlined by JSS in the online micro-grant portal for this program.
- 3) **Budget and spending restrictions:** In addition to all restrictions in funding previously communicated to Micro-grantee, specified in the solicitation or budget submission form for this micro-grant, outlined in the special conditions below, or specified in applicable federal law and regulations, Micro-grantee may not use funds from this micro-grant to pay for:
  - a) Costs associated conferences, including but not limited to costs for hosting, developing, sponsoring, or attending conferences. Important note: Conferences are defined by DOJ to mean "a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity."
  - b) Data storage costs. However, BJA and JSS recognize that BWC systems are often bundled or sold as software-as-a-service (SaaS) with no line-item distinction of data storage costs; therefore, procurements with bundled costs (specifically no line-item storage costs) are permissible for reimbursement, and the agency will not be asked to break out the costs.
  - c) Costs associated with a website, including software development, updating, programming, design, or otherwise any website-related expense.
  - d) Any consultant rate in excess of \$650 per day unless approved in writing by JSS prior to expenditure.
- 4) **Audit and monitoring:**
  - a) Should Micro-grantee's audit, if applicable, under Part 2 CFR 200 or related regulations contain findings related to this micro-grant, Micro-grantee understands all payments under this micro-grant may stop until those findings are resolved in a manner approved by JSS.
  - b) Micro-grantee agrees to comply with all micro-grant monitoring guidelines, protocols, and procedures, and to cooperate with JSS and BJA (including its Office of the CFO) on all grant and program monitoring requests, including
    - i. Requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits.
    - ii. Providing all documentation requested or otherwise necessary to complete monitoring tasks, by the deadlines set by JSS or BJA.

Failure to cooperate with BJA's or JSS's grant monitoring activities may result in sanctions affecting Micro-grantee's DOJ awards, including, but not limited to: withholdings and/or other restrictions on access to this or other grant funds; termination of this or other grant awards, referral to the Office of the Inspector General for audit review; designation of Micro-grantee as a DOJ High Risk grantee.

- 5) **Close-out:** Micro-grantee will comply with all close-out procedures provided by JSS and submit its final report no later than the date specified by JSS during close-out.



## **Attachment B: Award Specific Requirements**

Because your organization's funding (referred to below as a "subgrant" or "micro-grant") utilizes OJP funds, DOJ requires your organization to comply with certain federal legal requirements in addition to the requirements of your Micro-grant Agreement with JSS. These additional requirements are:

- 1) **Federal rules that apply to this Subgrant:** Micro-grantee is required to comply with the federal rules governing the financial management of federal grants like this Subgrant. These rules are called the Uniform Guidance and can be found at 2 CFR 200. The Uniform Guidance contains requirements about how an organization may spend federal funds, the tracking of receipt and spending of federal funds, and other financial requirements.

For additional details about these requirements, see the OJP website at <https://oip.gov/funding/Part200UniformRequirements.htm>.

If you have a question or believe there is a conflict between any documents JSS provides you and the Uniform Guidance, contact JSS immediately for clarification.

- 2) **DOJ Grants Financial Guide:** Micro-grantee agrees to comply with the requirements of the DOJ Grants Financial Guide and any updates made to this document, which is located at: [https://www.oip.gov/sites/g/files/xvckuh241/files/media/document/DOJ\\_FinancialGuide\\_1.pdf](https://www.oip.gov/sites/g/files/xvckuh241/files/media/document/DOJ_FinancialGuide_1.pdf).

- 3) **Record retention and access:** All micro-grantee records of any kind that relate to this Subgrant must be kept by your organization for 3 years from the date you submit your final report at the end of the Subgrant. Micro-grantee records that relate to this Subgrant means any document, record, or data of any kind whatsoever concerning this Subgrant. This includes but is not limited to: agreements, contracts, purchase orders, receipts, reports, financial documents, computer data, personnel files, and any other paper or document related to this Subgrant in any way.

Also, your organization must provide access to these records to JSS, OJP and other federal inspectors and agencies. For more details about this requirement, please see 2 C.F.R. 200.333. The records you must provide access to include performance measurement information about this Subgrant.

If micro-grantee is eligible and elects to use an indirect cost rate as described in 2 C.F.R. 200.414(f), micro-grantee must advise JSS in writing that it is eligible and elects to use an indirect cost rate. Micro-grantee must comply with all requirements of 2 CFR Part 200 concerning indirect cost rates. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

- 4) **Requirement to report potentially duplicative funding:** If micro-grantee currently has other active federal grants, or if micro-grantee receives any other award of federal funds during the period of performance for this micro-grant, micro-grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, micro-grantee must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) and JSS in writing of the potential duplication, and, if so requested by the DOJ awarding agency or JSS, must seek a grant adjustment modification to eliminate any inappropriate duplication of funding.
- 5) **Requirement to report breach of confidential information:** Personally Identifiable Information (PII) is information that can be used, by itself or together with other information, to identify someone. The full definition can be found at 2 CFR 200.79. Micro-grantee must have procedures to respond if there is an actual or imminent "breach" of PII if micro-grantee either
  - a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of an OJP grant-funded program or activity, or
  - b) uses or operates a "Federal information system," which typically is a database that a federal agency uses.

As a law enforcement agency, micro-grantee's organization collects and maintains PII. Therefore, micro-grantee must have written procedures on how micro-grantee will respond if there is an actual or imminent breach of PII.

A breach of PII, as defined in OMB M-17-12, means: The loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose.

Micro-grantee's procedures required by this section must include a requirement to report an actual or imminent breach to JSS within 12 hours of when it occurs. This is required so that JSS can report the breach to OJP within 24 hours as legally required by OJP. Micro-grantee must contact JSS immediately using the method specified by JSS and no later than 12 hours if a breach of PII occurs or is about to occur to make sure this gets reported to OJP within 24 hours as required.

- 6) **Subgrants:** Micro-grantee is not permitted to award subgrants—also referred to as subawards—with the funds from this Subgrant unless you have written approval from JSS in advance of issuing the subaward.
- 7) **Procurement rule—cannot discriminate against associates of the federal government:** When buying any goods or services with funds from this micro-grant (this is known as a "procurement transaction"), micro-grantee must not discriminate against any person or business because of their status as an "associate of the federal government" (or because a person or entity is affiliated or owned by such an associate). A person or entity is an "associate of the federal government" if they are engaged or employed (in the past or at present) by or on behalf of the federal government as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 8) **Human trafficking:** Micro-grantee must comply with all U.S. Department of Justice requirements related to trafficking in persons. This includes, but is not limited to, the requirement micro-grantee and its employees must not engage in:
  - a) Severe forms of trafficking in persons
  - b) Procurement of a commercial sex act
  - c) Use of forced labor in the performance of the Subgrant
  - d) Acts that directly support or advance trafficking in persons.

Examples are included in Section B at this website: <https://ojp.gov/funding/explains/prohibitedconduct-trafficking>

Micro-grantee's full obligations related to prohibited conduct in trafficking in persons can be found at that link above and are incorporated here with this reference. Micro-grantee's micro-grant can be terminated immediately for violation of these requirements.

- 9) **Rules for trainings developed with funds from this micro-grant:** Any training materials micro-grantee develops or delivers with funds from this micro-grant must comply with the Department of Justice OJP training requirements. These requirements include that:
  - a) Trainers comply with the law and cannot discriminate.
  - b) The content of the training and the materials must be accurate, relevant, useful and well-matched to the purpose of the training.
  - c) Trainers must be well-qualified in the subject area.
  - d) Trainers must demonstrate highest standards of professionalism.

Details about these requirements can be found here:

<https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.html>.

- 10) **Compliance with DOJ Regulations pertaining to civil rights and nondiscrimination: Equal Employment Opportunity:** Micro-grantee must uphold all requirements for an equal employment opportunity organization. This means it must comply with all applicable requirements of 28 CFR Part 42, relating to civil rights and nondiscrimination and includes the requirements for equal employment opportunity programs provided in 28 CFR.42 Subpart E if Micro-grantee is required to have such a program.

- 11) **Civil Rights: Nondiscrimination on basis of religion:** Micro-grantee must comply with all applicable requirements of 28 CFR 38 regarding nondiscrimination on the basis of religion or religious beliefs.
- 12) **Prohibition on using Subgrant funds for lobbying or influencing government officials:** Micro-grantee may not use any of the funds from this Subgrant for lobbying, whether directly or indirectly. Lobbying means supporting or opposing the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government. See 18 USC 1913 for additional details.

Also, Micro-grantee may not use any of the funds from this Subgrant to pay any person to influence or attempt to influence any federal agency, member of Congress or any of their employees concerning a federal grant, contract, or any other federal award. There are exceptions, including an exception for tribal organizations. See 31 USC 1352 for details.

Contact JSS immediately if you have any questions about this section or whether a specific situation falls within these rules.

- 13) **Duty to report fraud, waste, abuse, and misconduct:** Micro-grantee must promptly report to the DOJ Office of the Inspector General (OIG) any credible evidence that any person (whether they work for your organization or not) has (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws of fraud, conflict of interest, bribery, gratuity, or similar misconduct, in connection with funds under this award.

You can report potential fraud, waste, abuse, or misconduct involving or relating to these Subgrant funds by: (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Micro-grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Micro-grantee Reporting) at (202) 616-9881 (fax). Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

- 14) **No restriction on reporting fraud, waste or abuse permitted:** Micro-grantee may not require any employee or contractor to sign a confidentiality agreement that restricts or bans reporting of waste, fraud or abuse to a federal agency. This does not apply to the federal Standard Forms 312 or 4414 regarding not disclosing certain classified or sensitive information.

If JSS learns that micro-grantee is requiring agreements or statements from its employees or contractors that restrict or prohibit reporting of fraud, waste, abuse or misconduct, JSS is required by law to stop all payments under this micro-grant to micro-grantee.

- 15) **No retaliation for reporting gross mismanagement of federal funds:** Micro-grantee may not retaliate against an employee for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. This requires that Micro-grantee comply with applicable provisions of 41 USC 4712.

- 16) **Encouragement to ban text messaging while driving:** Micro-grantee is encouraged to adopt and enforce policies banning employees from text messaging while driving and to establish policies and educate its employees to decrease crashes caused by distracted drivers.

- 17) **Requirements if designated "high risk" by a federal agency:** If micro-grantee is designated "high risk" by a federal grant-making agency other than DOJ, currently or at any time during the course of this micro-grant, micro-grantee must disclose this and any other information requested immediately to JSS at the contact information provided by JSS and to OJP by email at [OJP.ComplianceReporting@ojp.usdoj.gov](mailto:OJP.ComplianceReporting@ojp.usdoj.gov). "High risk" includes any status under which a federal awarding agency provides additional oversight due to micro-grantee's past performance, or other programmatic or financial concerns with the micro-grantee. Micro-grantee's disclosure must include the following: 1. The federal awarding agency that designates micro-grantee high risk, 2. The date micro-grantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency. Micro-grantee agrees to comply with all additional requirements imposed by OJP or JSS if micro-grantee is designated as high risk by DOJ or any other federal agency.

- 18) **Copyright and data rights:** Micro-grantee acknowledges that OJP has a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use for Federal purposes: (1) any copyrighted work

developed under this Subgrant; and (2) any rights of copyright to which Micro-grantee purchased with Subgrant funds.

Micro-grantee acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this Subgrant; and (2) authorize others to receive, reproduce, publish, or otherwise use this data for Federal purposes.

If Micro-grantee refuses to accept terms affording the Government such rights, JSS is required to report this to OJP and not proceed with an agreement with Micro-grantee.

- 19) **Micro-grantee integrity and performance matters:** Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.

Micro-grantee must comply with all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with either this micro-grant or any other grant, cooperative agreement, or procurement contract from the federal government.

If the total value of micro-grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time, micro-grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the Federal Awardee Performance and Integrity Information System (FAPIIS) about civil, criminal, or administrative proceedings described in this special condition.

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://oip.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Public Safety and Firefighting  
**Dual Reference:** Ways and Means  
**Initiative:** PSF 5

**Title of Proposed Resolution:**

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF INDIGENT LEGAL SERVICES FOR THE COUNSEL AT FIRST APPEARANCE PROGRAM

**Purpose and General Idea:**

Provides Authorization to Accept 4th Counsel at First Appearance Grant from the NYS Office of Indigent Service.

**Summary of Specific Provisions:**

Authorizes the acceptance of 4th Counsel at First Appearance Grant funding from the NYS Office of Indigent Services in the amount of \$505,875. This funding will be provided over a three-year period.

**Effects Upon Present Law:**

The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the NYS Office of Indigent Legal Services for the 4th Counsel at First Appearance Grant.

**Increase Revenue Code By:**

A31170.308912	Counsel at First Appearance Grant – Public Defender	\$84,441
A31173.308912	Counsel at First Appearance Grant – Conflict Defender	\$82,220

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

This grant will partially support staffing at the Public Defender and Conflict Defender's offices as well as be used to improve the quality of legal representation for indigent persons by providing improved access to defense services.

**Sponsor:** Legislator Constantine

**Co-Sponsor:**

# COUNTY OF SCHENECTADY



RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature  
**From:** Rory Fluman, County Manager *RF.*  
**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Jaclyn Falotico, Commissioner of Finance  
**Date:** March 3, 2023  
**RE:** Authorization to Accept 4<sup>th</sup> Counsel at First Appearance Grant from the NYS  
Office of Indigent Legal Services

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The New York State Office of Indigent Legal Services has awarded Schenectady County \$505,875 in funding to improve the quality of legal representation for indigent persons by providing improved access to defense services at the defendant's first appearance in criminal court. This funding is provided over a three-year period.

The grant will partially support staffing at the Public Defender and the Conflict Defender's offices.

I recommend your approval.

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *ff*  
**DATE:** February 27, 2023  
**SUBJECT:** Budget Amendment – NYS Office of Indigent Legal Services –  
4<sup>th</sup> Counsel at First Appearance (CAFA)

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The Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate grant funding from the NYS Office of Indigent Legal Services for the 4<sup>th</sup> Counsel at First Appearance Grant.

Increase Revenue Code By:

A31170.308912	Counsel at First Appearance Grant – Public Defender	<u>\$84,441</u>
A31173.308912	Counsel at First Appearance Grant – Conflict Defender	<u>\$82,220</u>

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

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

<p><b>STATE AGENCY (Name &amp; Address):</b></p> <p><b>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</b></p>	<p><b>BUSINESS UNIT/DEPT. ID: OLS01 1350200</b></p> <p><b>CONTRACT NUMBER: CAFA441</b></p> <p><b>CONTRACT TYPE:</b></p> <p><input checked="" type="checkbox"/> <b>Multi-Year Agreement</b></p> <p><input type="checkbox"/> <b>Simplified Renewal Agreement</b></p> <p><input type="checkbox"/> <b>Fixed Term Agreement</b></p>
<p><b>CONTRACTOR SFS PAYEE NAME:</b></p> <p><b>Schenectady, County of</b></p>	<p><b>TRANSACTION TYPE:</b></p> <p><input checked="" type="checkbox"/> <b>New</b></p> <p><input type="checkbox"/> <b>Renewal</b></p> <p><input type="checkbox"/> <b>Amendment</b></p>
<p><b>CONTRACTOR DOS INCORPORATED NAME:</b></p>	<p><b>PROJECT NAME:</b></p> <p><b>Fourth Counsel at First Appearance</b></p>
<p><b>CONTRACTOR IDENTIFICATION NUMBERS:</b></p> <p><b>NYS Vendor ID Number: 1000002365 Federal Tax ID Number: 14-6002431 DUNS Number (if applicable):</b></p>	<p><b>AGENCY IDENTIFIER:</b></p> <p><b>CFDA NUMBER (Federally funded grants only):</b></p>
<p><b>CONTRACTOR PRIMARY MAILING ADDRESS:</b></p> <p><b>County of Schenectady Office of the County Manager 620 State Street Schenectady, NY 12305</b></p> <p><b>CONTRACTOR PAYMENT ADDRESS:</b></p> <p><input checked="" type="checkbox"/> <b>Check if same as primary mailing address</b></p> <p><b>CONTRACTOR MAILING ADDRESS:</b></p> <p><input checked="" type="checkbox"/> <b>Check if same as primary mailing address</b></p>	<p><b>CONTRACTOR STATUS:</b></p> <p><input type="checkbox"/> <b>For Profit</b></p> <p><input checked="" type="checkbox"/> <b>Municipality, Code: 420100000000</b></p> <p><input type="checkbox"/> <b>Tribal Nation</b></p> <p><input type="checkbox"/> <b>Individual</b></p> <p><input type="checkbox"/> <b>Not-for-Profit</b></p> <p><b>Charities Registration Number:</b></p> <p><b>Exemption Status/Code:</b></p> <p><input type="checkbox"/> <b>Sectarian Entity</b></p>

Contract Number: CAFA441

Page 1 of 2

Master Grant Contract, Face Page



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

<p><b>CURRENT CONTRACT TERM:</b>  <b>From: January 1, 2023</b>  <b>To: December 31, 2025</b></p> <p><b>CURRENT CONTRACT PERIOD:</b></p> <p><b>AMENDED TERM:</b>  <b>From:                      To:</b></p> <p><b>AMENDED PERIOD:</b>  <b>From:                      To:</b></p>	<p><b>CONTRACT FUNDING AMOUNT</b>  <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount):</i></p> <p><b>CURRENT: \$505,874.99</b></p> <p><b>AMENDED:</b></p> <p><b>FUNDING SOURCE(S):</b></p> <p><input checked="" type="checkbox"/> State  <input type="checkbox"/> Federal  <input type="checkbox"/> Other</p>
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**FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:**  
(Out years represent projected funding amounts)

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

**ATTACHMENTS PART OF THIS AGREEMENT:**

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

Contract Number:   CAFA441    
Page 2 of 2  
Master Grant Contract, Face Page

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

CONTRACTOR:

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

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

Printed Name

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

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

STATE AGENCY:

NYS Office of Indigent Legal Services

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

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

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

STATE OF NEW YORK

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

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

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

ATTORNEY GENERAL'S SIGNATURE

\_\_\_\_\_

Printed Name

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

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

STATE COMPTROLLER'S SIGNATURE

\_\_\_\_\_

Printed Name

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

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

Contract Number: CAFA441

Page 1 of 1

Master Contract for Grants, Signature Page

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

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

**WITNESSETH:**

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

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

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

**STANDARD TERMS AND CONDITIONS**

**I. GENERAL PROVISIONS**

- A. Executory Clause:** In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.
- B. Required Approvals:** In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

**C. Order of Precedence:**

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

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

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

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

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

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

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

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

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

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

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

**J. Notice:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## II. TERM, TERMINATION AND SUSPENSION

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

B. **Renewal:**

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

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

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

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

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## C. Termination:

### 1. *Grounds:*

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

### 2. *Notice of Termination:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**B. Advance Payment and Recoupment:**

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

**C. Claims for Reimbursement:**

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

#### H. Notification of Significant Occurrences:

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

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

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

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

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

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

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

**B. Subcontractors:**

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

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

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

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

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

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

**D. Property:**

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

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

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

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

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

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

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

##### **1. General:**

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

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

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

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

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

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

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

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

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

## **2. Cost Allocation:**

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

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

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

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

G. **Publicity:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

**L. Workers' Compensation Benefits:**

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

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

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

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

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

2. any debts owed for UI contributions, interest, and/or penalties;

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

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

**N. Vendor Responsibility:**

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

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

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

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

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

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

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

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

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

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**ATTACHMENT A-1**  
**PROGRAM SPECIFIC TERMS AND CONDITIONS**  
**FOURTH COUNSEL AT FIRST APPEARANCE**

**I. Notices**

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

**Notification to ILS:**

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

**Notification to County:**

**Rory Fluman  
Schenectady County Manager  
County Office Building  
620 State Street, 6<sup>th</sup> Floor  
Schenectady, NY 12305  
(518) 388-4355  
[Rory.Fluman@schenectadycounty.com](mailto:Rory.Fluman@schenectadycounty.com)**

**II. Supplanting Funds**

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

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Page 1 of 1, Attachment A-1 -- Program Specific Terms and Conditions

**ATTACHMENT B-1**

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

**COUNTY OF SCHENECTADY**

**Total Contract Amount: \$505,874.99**

<b>Budget Expenditure Item</b>	<b>Year 1 1/1/23 - 12/31/23</b>	<b>Year 2 1/1/24 - 12/31/24</b>	<b>Year 3 1/1/25 - 12/31/25</b>
<b>Personnel:</b>			
(FT) Senior Assistant Public Defender - Salary	\$59,458.00	\$60,796.00	\$62,164.00
(FT) Senior Assistant Public Defender - Fringe	\$24,983.00	\$23,803.00	\$22,423.00
(FT) Sr. Assistant Conflict Defender - Salary	\$57,807.00	\$59,107.00	\$60,437.00
(FT) Sr. Assistant Conflict Defender - Fringe	\$24,412.99	\$24,961.00	\$25,523.00
<b>Subtotal Personnel</b>	<b>\$166,660.99</b>	<b>\$168,667.00</b>	<b>\$170,547.00</b>
<b>TOTAL</b>	<b>\$166,660.99</b>	<b>\$168,667.00</b>	<b>\$170,547.00</b>
<b>THREE-YEAR TOTAL</b>	<b>\$505,874.99</b>		

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

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

**Task #1**

Provide funding for a portion of the salary and fringe benefits of a full-time Senior Assistant Public Defender position to enhance capacity for representation at arraignments and reduce caseloads.

**Performance Measure:**

- Number of individuals who receive legal representation at arraignment because of this position
- Improved quality because clients are represented at their first court appearance

**Program Location:**

- Office of the Public Defender, Schenectady County

**Task #2**

Provide funding for a portion of the salary and fringe benefits of a full-time Sr. Assistant Conflict Defender position to enhance the capacity for representation at arraignment, improve client access, and reduce caseloads.

**Performance Measure:**

- Number of individuals who receive legal representation at arraignment because of this position
- Improved quality because clients are represented at their first court appearance

**Program Location:**

- **Office of the Conflict Defender, Schenectady County**



**ATTACHMENT D**

**PAYMENT AND REPORTING SCHEDULE**

**FOURTH COUNSEL AT FIRST APPEARANCE**

**I. PAYMENT PROVISIONS**

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

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

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

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

**B. Interim and/or Final Claims for Reimbursement  
Claiming Schedule (select applicable frequency):**

**Quarterly Reimbursement**

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

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

Contract Number: CAFA441

Page 1 of 5, Attachment D – Payment and Reporting Schedule

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

**II. REPORTING PROVISIONS**

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

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

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

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

**B. Progress-Based Reports**

1. Progress Reports

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

2. Final Progress Report

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

**C. Other Reports**

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

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

**TABLE I - REPORTING SCHEDULE**

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

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

Contract Number: CAFA441  
Page 5 of 5, Attachment D – Payment and Reporting Schedule



# Schenectady County Legislature

Committee on Tourism, Arts and Special Events

Hon. Cathy Gatta, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Tourism, Arts and Special Events  
Honorable Cathy Gatta, Chair  
Monday, March 6, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsors</u>
TASE	1	A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE SCHENECTADY COUNTY SOIL & WATER CONSERVATION DISTRICT, THE TOWN OF GLENVILLE POLICE BENEVOLENT ASSOCIATION, AND THE ALPLAUS FIRE DEPARTMENT FOR A FISHING DERBY	Legislator Gatta

## LEGISLATIVE INITIATIVE FORM

**Date:** 3/3/2023  
**Reference:** Tourism, Arts, and Special Events  
**Dual Reference:**  
**Initiative:** TASE 1

**Title of Proposed Resolution:**

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE SCHENECTADY COUNTY SOIL & WATER CONSERVATION DISTRICT, THE TOWN OF GLENVILLE POLICE BENEVOLENT ASSOCIATION, AND THE ALPLAUS FIRE DEPARTMENT FOR A FISHING DERBY

**Purpose and General Idea:**

Provides Authorization to Enter into an Agreement with the Schenectady County Soil & Water Conservation District, The Town of Glenville Police Benevolent Association, and the Alplaus fire Department for the 6th Annual Hooks and Heroes Fishing Derby at the Indian Kill Preserve.

**Summary of Specific Provisions:**

Authorizes an agreement with the Schenectady County Sheriff SBA, Glenville Police Benevolent Association, East Glenville Fire Department, and Alplaus Fire Department for the purpose of the 6th Annual Hooks and Heroes Fishing Derby at the Indian Kill Preserve on May 14, 2023. The attached memorandum from Christopher Gardner, County Attorney, presents the proposed license agreement with the associated agencies for the purposes of organizing and administering the Indian Kill Fishing Derby. Mr. Gardner's attached memorandum details the terms and conditions of the license agreement.

**Effects Upon Present Law:**

None.

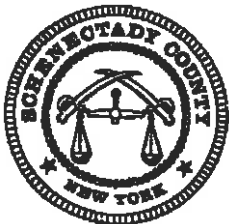
**Justification:**

The program's previous year's-derbies have been a huge success, this is a wonderful opportunity to use the preserve again. The Schenectady County Sheriff SBA, Glenville Police Benevolent Association, East Glenville Fire Department, and Alplaus Fire Department are interested in sponsoring and organizing the sixth annual Fishing Derby at the County's Indian Kill Preserve on May 14, 2023. The organizers are hopeful that this year's event will continue the success of the prior years to ensure that all participants have a safe, fun day in the Indian Kill.

**Sponsor: Legislator Gatta**

**Co-Sponsor:**

# COUNTY OF SCHENECTADY




KATHLEEN ROONEY  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Christopher H. Gardner, County Attorney

**Date:** March 3, 2023

**Re:** Authorization to Enter into an Agreement with the Schenectady County Soil & Water Conservation District, the Town of Glenville Police Benevolent Association, and the Alplaus Fire Department for the 6<sup>th</sup> Annual Hooks and Heroes Fishing Derby at the Indian Kill Preserve

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The Schenectady County Soil & Water Conservation District, Glenville Police Benevolent Association, and Alplaus Fire Department are interested in sponsoring and organizing the 6<sup>th</sup> Annual Fishing Derby at the County's Indian Kill Preserve on May 13<sup>th</sup>, 2023 from 8:30AM to 12:00 PM.

I am requesting to close the preserve from Friday May 12, 2023 at 9:00 AM until May 13, 2023 at 11:59 AM so that they can stock the stream with fish and host the event. Previous year's derbies have been a huge success and it is a wonderful opportunity to use the preserve again this year.

The attached memorandum from Christopher Gardner, County Attorney, presents the proposed license agreement with the associated agencies for the purposes of organizing and administering the Indian Kill Fishing Derby. Mr. Gardner's attached memorandum details the terms and conditions of the license agreement.

I recommend your approval.



**COUNTY OF SCHENECTADY**  
**OFFICE OF THE COUNTY ATTORNEY**

**MEMORANDUM**

March 1, 2023

To: Rory Fluman, County Manager  
From: Christopher H. Gardner, County Attorney *CHG*  
RE: 6<sup>th</sup> Annual Indian Kill Preserve Fishing Derby

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The County of Schenectady, Schenectady County Soil & Water Conservation District, the Town of Glenville PBA, and Alplaus Fire Department have requested access to the Indian Kill Preserve to organize and administer a fishing derby. The organizers have requested exclusive access to the preserve on May 12, 2023 commencing at 9:00 a.m. in order to stock the stream with fish and they seek to maintain exclusive access to the Indian Kill Preserve through the end of the fishing derby on May 13, 2023 at 12:00 p.m.

I have drafted the attached License Agreement which provides:

1. No fee payable by the organizers.
2. The organizers have the exclusive authority to enter the Indian Kill Preserve.
3. The organizers may prohibit all non-invited persons from the Indian Kill Preserve between May 12, 2023 and May 13, 2023.
4. The organizers may invite vendors onto the property to provide goods and services during the fishing derby.
5. The County is protected from liability by requiring the Organizers (and vendors, if any,) to maintain insurance.

The License Agreement as drafted protects the County and provides the organizers the authority to conduct this worthwhile event. I recommend consideration of the License Agreement be forwarded to the County Legislature for its consideration at its March meeting. This License Agreement is similar to those approved the past.

CHG:kah  
Attachment

**LICENSE AGREEMENT**

This License Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the County of Schenectady, a municipal corporation organized under the laws of the State of New York, with an office at 620 State Street, Schenectady, New York 12305, ("County"), and the Schenectady County Soil & Water Conservation District, with offices located at 24 Hetcheltown Road, Glenville, New York 12302, the Town of Glenville Police Benevolent Association, organized under the laws of the State of New York, with an address to receive mail at PO Box 2115, Glenville, New York 12315; and the Alplaus Fire Department, organized and existing under the laws of the State of New York, with an office at 309 Alplaus Avenue, Alplaus, New York 12008 ("Organizers").

**WITNESSETH**

**WHEREAS**, for approximately 20 years, the County organized and administered a fishing derby in the Indian Kill Preserve, park land which is owned by the County; and

**WHEREAS**, the Organizers have expressed interest in organizing and administering the fishing derby, and will organize and administer the fishing derby; and

**WHEREAS**, the Organizers have requested the County to grant a license to the Organizers to provide the opportunity to stock the stream with fish prior to the fishing derby, secure the stream after the stream is stocked with fish, and to administer the fishing derby as the Organizers did in 2019; and

**WHEREAS**, the County is willing to permit the Organizers to come on the land at the Organizer's own risk for such purposes.

**NOW THEREFORE**, in consideration of the premises and the covenants and conditions contained herein, the parties agree hereto as follows:

1. The County agrees that the Organizers shall have the exclusive right to enter upon the Indian Kill Preserve, owned by the County, commencing on May 12, 2023 at 9:00 a.m. and expiring at 11:59 PM on May 13, 2023 for the purposes of stocking the stream with fish, securing the stream after the stream has been stocked, and administering the fishing derby. The Derby will be held on May 13<sup>th</sup> from 8:30 a.m. to 12:00 p.m.
2. The Organizers shall have the right to limit access to the Indian Kill Preserve to its invitees during the time period set forth in paragraph 1. Such invitees shall include individuals administering the event, individuals participating in the event, spectators to the event, vendors providing services to participants and any others invited onto the premises at the sole discretion of the Organizers.
3. The permission granted by this instrument shall be a license only and shall be revocable at will by the County.

4. The Organizers agree that upon revocation of this license, it will at its own expense remove any equipment and personal property from the Indian Kill Preserve and restore the property to the same condition as it was before the execution of this instrument.
5. The Organizers shall, at all times during the times period set forth in paragraph 1, maintain liability insurance in an amount not less than \$3,000,000 combined single limit, which shall list the County as an additionally insured.
6. If the Organizers allow vendors onto the property to provide goods or services during the time period listed in paragraph 1, such vendors shall maintain liability insurance in an amount not less than \$1,000,000, combined single limit, which shall list the County as an additionally insured.

**IN WITNESS WHEREOF**, the parties of this Agreement have duly caused these presents to be signed.

**COUNTY OF SCHENECTADY**

\_\_\_\_\_  
Rory Fluman, County Manager

Approved as to form and content  
this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Christopher H. Gardner  
County Attorney

**TOWN OF GLENVILLE PBA**

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

**SCHENECTADY COUNTY SOIL &  
WATER CONSERVATION DISTRICT**

\_\_\_\_\_  
Nicholas Klemczak, Executive Director

**ALPLAUS FIRE DEPARTMENT**

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



**RESOLUTION 37-19**

*Sponsored by Legislator Gatta:*

**A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE SCHENECTADY COUNTY SOIL & WATER CONSERVATION DISTRICT, THE TOWN OF GLENVILLE POLICE BENEVOLENT ASSOCIATION, AND THE ALPLAUS FIRE DEPARTMENT FOR A FISHING DERBY**

**BE IT ENACTED** by the Legislature of the County of Schenectady, as follows:

**WHEREAS**, the Schenectady County Attorney by memorandum dated \_\_\_\_\_, 2023 recommends that Schenectady County enter into a license agreement with the Schenectady County Soil & Water Conservation District, the Town of Glenville Police Benevolent Association, and the Alplaus Fire Department for access to the Indian Kill Preserve for a fishing derby; and

**WHEREAS**, the Schenectady County Attorney advises that the agreement provides the organizers with authority to enter the Indian Kill Preserve on May 12<sup>th</sup> to May 13<sup>th</sup> of 2023 to stock the stream with fish, and to operate a fishing derby; and

**WHEREAS**, the Schenectady County Attorney further advises that the organizers may invite vendors onto the property to provide goods and services during the fishing derby; and

**WHEREAS**, the County Manager by memorandum dated \_\_\_\_\_, 2023 recommends that Schenectady County enter into a License Agreement with the Schenectady County Soil & Water Conservation District, the Town of Glenville Police Benevolent Association, and the Alplaus Fire Department for the sponsoring and organizing of a fishing derby at the Indian Kill Preserve from May 12<sup>th</sup> to May 13, 2023; now, therefore be it

**RESOLVED**, that the County Manager be and he hereby is authorized, after approval of the County Attorney as to form and content, to negotiate and to execute a License Agreement with the Schenectady County Soil & Water Conservation District, the Town of Glenville Police Benevolent Association, and the Alplaus Fire Department consistent with the provisions of this Resolution.

3/4/2019: *Reported from the Committee on Tourism, Arts and Special Events (TASE1)*  
 3/12/2019: *Adopted by the County Legislature*

Ayes: 11.9323 (Constantine, Fluman, Gatta, Hughes, Jasenaki, Johnson, McDonald, McGarry, Pascarella, Patierne, Ruzzo, Vellano)  
 Nays: 0.0000  
 Absent: 2.0738 (Fields, Socha)  
 Abstained: 0.0000  
 Excused: 0.9939 (Buhrmaster)

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**Resolution 37-19**

**STATE OF NEW YORK }  
 County Legislature }  
 County of Schenectady }**

I have compared the preceding copy with the original resolution adopted by the Schenectady County Legislature at a meeting held March 12, 2019 on file in this office, and I do HEREBY CERTIFY the same to be a correct transcript there from in the whole of the original.

WITNESS my hand and the seal of the Schenectady County Legislature at the City of Schenectady this \_\_\_<sup>th</sup> day of \_\_\_\_\_, Two Thousand Twenty-Three.

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Geoffrey T. Hall, Clerk,  
 Schenectady County Legislature

## LICENSE AGREEMENT

This License Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the County of Schenectady, a municipal corporation organized under the laws of the State of New York, with an office at 620 State Street, Schenectady, New York 12305, ("County"), and the Schenectady County Soil & Water Conservation District, with offices located at 24 Hetcheltown Road, Glenville, New York 12302, the Town of Glenville Police Benevolent Association, organized under the laws of the State of New York, with an address to receive mail at PO Box 2115, Glenville, New York 12315; and the Alplaus Fire Department, organized and existing under the laws of the State of New York, with an office at 309 Alplaus Avenue, Alplaus, New York 12008 ("Organizers").

### WITNESSETH

**WHEREAS**, for approximately 20 years, the County organized and administered a fishing derby in the Indian Kill Preserve, park land which is owned by the County; and

**WHEREAS**, the Organizers have expressed interest in organizing and administering the fishing derby, and will organize and administer the fishing derby; and

**WHEREAS**, the Organizers have requested the County to grant a license to the Organizers to provide the opportunity to stock the stream with fish prior to the fishing derby, secure the stream after the stream is stocked with fish, and to administer the fishing derby as the Organizers did in 2019; and

**WHEREAS**, the County is willing to permit the Organizers to come on the land at the Organizer's own risk for such purposes.

**NOW THEREFORE**, in consideration of the premises and the covenants and conditions contained herein, the parties agree hereto as follows:

1. The County agrees that the Organizers shall have the exclusive right to enter upon the Indian Kill Preserve, owned by the County, commencing on May 12, 2023 at 9:00 a.m. and expiring at 11:59 PM on May 13, 2023 for the purposes of stocking the stream with fish, securing the stream after the stream has been stocked, and administering the fishing derby. The Derby will be held on May 13<sup>th</sup> from 8:30 a.m. to 12:00 p.m.
2. The Organizers shall have the right to limit access to the Indian Kill Preserve to its invitees during the time period set forth in paragraph 1. Such invitees shall include individuals administering the event, individuals participating in the event, spectators to the event, vendors providing services to participants and any others invited onto the premises at the sole discretion of the Organizers.
3. The permission granted by this instrument shall be a license only and shall be revocable at will by the County.



# Schenectady County Legislature

## Committee on Technology and Communications

Hon. Richard Ruzzo, Chair

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Technology and Communications  
Honorable Richard Ruzzo, Chair  
Monday, March 6, 2023 at 7:00 p.m.  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<u>Item</u>	<u>Title</u>	<u>Sponsor</u>	<u>Co-Sponsor</u>
TC	3 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF INFORMATION SERVICES	Legislator Ruzzo	

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**LEGISLATIVE INITIATIVE FORM**

**Date:** 3/3/2023  
**Reference:** Technology and Communications  
**Dual Reference:** Ways and Means  
**Initiative:** TC 3

**Title of Proposed Resolution:**

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF INFORMATION SERVICES

**Purpose and General Idea:**

Authorization to Eliminate and Create Positions in the Department of Information Services.

**Summary of Specific Provisions:**

Provides authorization for the Department of Information Services to eliminate the positions of Network Analyst and Senior Computer Technician and create the positions of Network Administrator(JC-9) and Business Systems Programmer/Analyst (JC-8).

**Effects Upon Present Law:**

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Information Services.

Establish and Increase Appropriation Code By:

A511621.111	Department of Information Services	Network Administrator	\$78,000
A511621.111	Department of Information Services	Business Systems Programmer/Analyst	\$71,000

Reduce Appropriation Code By:

A511621.111	Department of Information Services	Network Analyst	\$67,485
A511621.111	Department of Information Services	Senior Computer Technician	\$66,985

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

**Justification:**

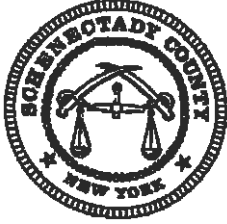
Laura Baker, Chief Information Officer, indicates, the new positions would enable the Department of Information Services to further their efforts to improve business technology practices.

**Sponsor: Legislator Ruzzo**

**Co-Sponsor:**



# COUNTY OF SCHENECTADY




RORY FLUMAN  
COUNTY MANAGER

OFFICE OF THE COUNTY MANAGER  
620 STATE STREET  
SCHENECTADY, NEW YORK 12305

TELEPHONE: (518) 388-4355  
FAX: (518) 388-4590

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**To:** Honorable Chairperson and Members of the Legislature

**From:** Rory Fluman, County Manager 

**CC:** Geoffrey T. Hall, Clerk of the Legislature  
Alissa Foster, Deputy Clerk of the Legislature  
Laura Baker, Chief Information Officer  
Jaclyn Falotico, Commissioner of Finance  
Joe McQueen, Director of Human Resources

**Date:** March 3, 2023

**RE:** Authorization to Eliminate and Create Positions in the Department of Information Services

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Attached is a memorandum from Laura Baker, Chief Information Officer, requesting authorization to eliminate the positions of Network Analyst and Senior Computer Technician and create the positions of Network Administrator (JC-9) and Business Systems Programmer/Analyst (JC-8). As Ms. Baker indicates, these new positions would enable the Department of Information Services to further their efforts to improve business technology practices.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position.

I recommend your approval.



Laura Baker  
Chief Information Officer

620 State Street, Schenectady NY 12305

2/13/2023

**MEMO:** Creation of the Network Administrator position and addition of a second Business Systems Programmer/Analyst

The Information Services department would like to propose the creation of a Network Administrator position who will assume the responsibilities of a junior admin in addition to their network responsibilities. We would also like to create a second Business Systems Programmer/Analyst position to assist with the on-going need to improve business processes through technology. The Network Analyst and Sr. Computer Technician positions will be vacated. The move is budget neutral.

Regards,

*Laura Baker*

Laura Baker

Chief Information Officer  
Information Services  
Schenectady County

County of Schenectady  
620 State Street, 3<sup>rd</sup> Floor,  
Schenectady, N. Y. 12305  
(518) 388-4260  
(518) 388-4248 Fax



# Memo

**TO:** Rory Fluman, County Manager  
**FROM:** Jaclyn Falotico, Commissioner of Finance *JF*  
**DATE:** February 27, 2023  
**SUBJECT:** Budget Amendment – Schenectady County Department of Information Services  
Creation and Elimination of Various Positions

The County of Schenectady's Department of Finance provides the following amendment to the 2023 Operating Budget to accommodate staffing changes within the Department of Information Services.

Establish and Increase Appropriation Code By:

A511621.111	Department of Information Services	Network Administrator	<u>\$78,000</u>
A511621.111	Department of Information Services	Business Systems Programmer/Analyst	<u>\$71,000</u>

Reduce Appropriation Code By:

A511621.111	Department of Information Services	Network Analyst	<u>\$67,485</u>
A511621.111	Department of Information Services	Senior Computer Technician	<u>\$66,985</u>

I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

# Memo

**To:** Rory Fluman, County Manager  
**From:** Joe McQueen, Director of Human Resources  
**Date:** February 24, 2023  
**Re:** Elimination and Creation of Positions in Information Services

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The Office of Information Services has requested the elimination of the positions Network Analyst and Sr. Computer Technician, and the creation of the positions Network Administrator and Business Systems Programmer/Analyst. I recommend the creation of the positions Network Administrator at a JC 9 and Business Systems Programmer/Analyst at a JC 8.

No additional action by the Civil Service Commission is needed.

Thank you.



# Schenectady County Legislature

## Committee on Ways and Means

*Hon. Philip Fields, Chair*

6th Floor County Office Building 620 State Street, Schenectady, New York 12305

Phone: (518) 388-4280 Fax: (518) 388-4591

DATE: March 3, 2023  
TO: Honorable Schenectady County Legislators  
FROM: Geoffrey T. Hall, Clerk of the Legislature  
SUBJECT: COMMITTEE AGENDA  
Committee on Ways and Means  
Honorable Philip Fields, Chair  
Monday, March 6, 2023 at 7:00 p.m  
Schenectady County Office Building,  
Legislative Chambers, Sixth Floor

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
TC	3 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF INFORMATION SERVICES	Legislator Ruzzo	
PSF	3 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FOR THE DOMESTIC TERRORISM PREVENTION PROGRAM, AND THE CREATION OF A POSITION IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Constantine	

<b>Item</b>	<b>Title</b>	<b>Sponsor</b>	<b>Co-Sponsors</b>
PSF	4 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE UNITED STATES DEPARTMENT OF JUSTICE AND BUREAU OF JUSTICE ASSISTANCE FOR THE IMPLEMENTATION OF A BODY WORN CAMERA PROGRAM IN THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Constantine	
PSF	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF INDIGENT LEGAL SERVICES FOR THE COUNSEL AT FIRST APPEARANCE PROGRAM	Legislator Constantine	
LCS	1 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS IN THE DEPARTMENT OF FINANCE	Legislator Frisoni	
HHHS	6 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Ostrellich	
HHHS	7 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF CHILDREN AND FAMILY SERVICES TO ENHANCE ADULT PROTECTIVE SERVICES	Legislator Ostrellich	