



County of Schenectady

NEW YORK

GARY HUGHES
CHAIR OF THE LEGISLATURE

GEOFFREY T. HALL
CLERK OF THE LEGISLATURE

SCHENECTADY COUNTY LEGISLATURE

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

MARCH 2024
COMMITTEE MEETING SCHEDULE

DATE: 1 March 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall; Clerk of the Legislature
SUBJECT: Committee Meetings
Monday, March 4, 2024
620 State Street
Legislative Chambers
Sixth Floor – 7:00 PM

7:00 P.M.	Committee on Codes, Judiciary & Consumer Affairs Legislator Frisoni, Chair	page 1
Followed by:	Committee on Economic Development & Planning Legislator Samuel, Chair	page 6
Followed by:	Committee on Health, Housing & Human Services Legislator Ostrelich, Chair	page 17
Followed by:	Committee on Labor & Civil Service Legislator Frisoni, Chair	page 95
Followed by:	Committee on Public Facilities, Transportation & Infrastructure Legislator Patierne, Chair	page 112
Followed by:	Committee on Public Safety Legislator Constantine, Chair	page 139
Followed by:	Committee on Tourism, Arts & Special Events Legislator Gatta, Chair	page 150
Followed by:	Committee on Technology & Communications Legislator Ruzzo, Chair	page 158
Followed by:	Committee on Ways & Means Legislator Fields, Chair	page 181



Schenectady County Legislature

Committee on Codes, Judiciary and Consumer Affairs

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 1, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Codes, Judiciary and Consumer Affairs
Honorable Pete Frisoni, Chair
Monday, March 4, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
CJCA	1 A RESOLUTION ESTABLISHING THE RATES OF COMPENSATION FOR ELECTION WORKERS EMPLOYED BY THE SCHENECTADY COUNTY BOARD OF ELECTIONS	Legislator Frisoni	

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Codes, Judiciary and Consumer Affairs
Dual Reference:
Initiative: CJCA 1

Title of Proposed Resolution:

A RESOLUTION ESTABLISHING THE RATES OF COMPENSATION FOR ELECTION WORKERS EMPLOYED BY THE SCHENECTADY COUNTY BOARD OF ELECTIONS

Purpose and General Idea:

Provides Authorization for the Annual Ratification of Election Workers' Compensation.

Summary of Specific Provisions:

This initiative would adopt the 2024 Election Worker Compensation duly adopted by the Schenectady County Board of Elections

Effects Upon Present Law:

None.

Justification:

Laura Fronk and Darlene Harris, Schenectady County Board of Elections Commissioners, indicated that the rates are comparable to those of neighboring counties and ensure that compensation is above minimum wage and have asked the Legislature to approve the Election Worker Compensation plan pursuant to Section 3-302 (6) and 3-420 (1) of the Election Law.

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

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
Laura Fronk and Darlene Harris, Board of Elections Commissioners
Jaclyn Falotico, Commissioner of Finance
Date: March 1, 2024
RE: Annual Ratification of Election Worker Compensation

Attached is a memorandum from Laura Fronk and Darlene Harris, Schenectady County Board of Elections Commissioners, requesting approval of the 2024 election workers compensation plan adopted by the Schenectady County Board of Elections pursuant to Section 3-302 (6) and 3-420 (1) of the New York State Election Law.

The Commissioners indicate that there are no increases in compensation levels for existing rates when compared to 2023.

I recommend your approval.



COUNTY OF SCHENECTADY - CONDADO DE SCHENECTADY

Office of the Board of Elections
Oficina de la Junta Electoral

2696 Hamburg Street, Schenectady, New York 12303
Tel/Llame: 518-377-2469 ~ Fax/Fax: 518-377-2716
www.voteschenectadyny.gov

Laura Fronk
Darlene Harris
Commissioners
Comisarias Electorales

Cynthia Vincitore Nebolini
Loretta L. Rigney
Deputy Commissioners
Vice Comisarias Electorales

TO: Hon. Geoffrey T. Hall, Clerk of the Legislature
FROM: Laura Fronk & Darlene Harris, Commissioners
CC: Rory Fluman, Christopher Gardner, Jaclyn Falotico
DATE: February 15, 2024
RE: Annual Ratification of Election Worker Compensation

.....
We ask the Legislature to approve our compensation plan pursuant to Sections 3-302 (6) and 3-420 (1) of the Election Law.

Please find attached the Certification of Election Worker Compensation duly adopted by the Schenectady County Board of Elections.

There are no increases in compensation levels for existing rates. This compensation plan is fully supported by our existing 2024 Operating Budget as adopted but may require amendment if Early Voting dates, hours, and/or location requirements are changed.

Election Dates for 2024 are as follows:

- Presidential Primary Election – April 2, 2024 (Early Voting-March 23-30, 2024)**
- Primary Election – June 25, 2024 (Early Voting - June 15 – 23, 2024)**
- General Election – November 5, 2024 (Early Voting - October 26 – November 3, 2024)**

Thank you for your consideration.

SCHENECTADY COUNTY BOARD OF ELECTIONS

2696 Hamburg Street, Suite 1 Schenectady, NY 12303

**Certification of Election Worker Compensation
For the 2023 Political Calendar**

Election Day Workers	General, Primary Election Days (6:00 am – 9:00 pm 5:00 am to 9:45 pm)	Annual Training Class	Early Voting & Village of Delanson Election (up to 10 hrs)
Inspectors	\$250	\$40	\$130
Chairperson/ Voting Systems Specialists	\$270	\$40	\$150
Spanish Translators	\$50 added to titled position	NA	\$30 added to titled position
Election Day Alternates/ Bag Helpers	\$50 5:30 am - 7:30 am/ 9:00 pm – 11:00 pm	NA	NA

Other Election Worker Rates	
Technicians/ Translation Services/ Election Night Specialists	\$23.00/ hr
Miscellaneous Labor & Other Mandatory Training	\$15.00/ hr

Times provided are approximate.

Dated: February 15, 2024



Laura Frank, Commissioner



Darlene Harris, Commissioner



Schenectady County Legislature

Committee on Economic Development and Planning

Hon. Haileab Samuel, Chair

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

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

DATE: March 1, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Committee on Economic Development and Planning
Honorable Haileab Samuel, Chair
Monday, March 4, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
EDP	3 A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE RECOMMENDATIONS OF THE SCHENECTADY COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD REGARDING AGRICULTURAL DISTRICT 1	Legislator Samuel	

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Economic Development and Planning
Dual Reference:
Initiative: EDP 3

Title of Proposed Resolution:

A RESOLUTION CALLING FOR A PUBLIC HEARING TO CONSIDER THE RECOMMENDATIONS OF THE SCHENECTADY COUNTY AGRICULTURAL AND FARMLAND PROTECTION BOARD REGARDING AGRICULTURAL DISTRICT 1

Purpose and General Idea:

Provides authorization to conduct a public hearing on 4 Proposed Agricultural Districts

Summary of Specific Provisions:

Authorizes a public hearing on 4 Proposed Agricultural Districts. One (1) in the Town of Glenville and three (3) in the Town of Duaneburg.
Town of Glenville: Involves one 10-acre parcel on which the owner operates a small poultry and egg farm.
Town of Duaneburg:
The first application involves three parcels totaling 59 acres where the Saddlemire Family Farm raises beef cattle, chickens, and hogs.
The second application involves one 5-acre parcel where Greentea Properties, LLC grows medicinal herbs.
The third application involves two parcels totaling 29.73 acres of land that the owner intends to farm next year.
The County Agricultural and Farmland Protection Board has already reviewed the request and recommended the lands' inclusion in the County's Agricultural District.

Effects Upon Present Law:

None.

Justification:

A public hearing is required by state law.

Sponsor: Legislator Samuel
Co-Sponsor:

COUNTY OF SCHENECTADY

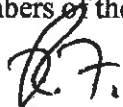


RORY FLUMAN
COUNTY MANAGER

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
Ray Gillen, Commissioner of Economic Development and Planning
Stephen Feeney, Planner

Date: March 1, 2024

Re: Call for a Public Hearing Regarding Proposed Agricultural Districts

Attached is a memorandum from Ray Gillen, Commissioner of Economic Development and Planning, and Stephen Feeney, Planner, requesting a call for a public hearing on four proposed applications, one in the Town of Glenville and three in the Town of Duanesburg.

The sole application in the Town of Glenville involves one 10-acre parcel on which the owner operates a small poultry and egg farm.

The first application in the Town of Duanesburg involves three parcels totaling 59-acres where the Saddlemire Family Farm raises beef cattle, chickens, and hogs. The second application in the town involves one 5-acre parcel where Greentea Properties, LLC grows medicinal herbs. The third application involves two parcels totaling 29.73 acres of land that the owner intends to farm next year.

The County Agricultural and Farmland Protection Board has already reviewed the requests and recommended the lands' inclusion in the County's Agricultural District. Before these can be included, the County Legislature must set a public hearing in accordance with NYS Agricultural and Markets Law.

I recommend your approval.



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: Rory Fluman
FROM: Ray Gillen & Stephen Feeney
RE: Annual 30-Day Agricultural District Review
DATE: February 12, 2024

The County received four applications in 2023 under the annual 30-day review period (which takes place in December) for inclusion in the Schenectady County Agricultural District. There are three applications with property located in the Town of Duanesburg (Jennings, Perry, & Silva) and one application in Glenville (Davila). Attached is a summary report of the parcels from the County Agricultural and Farmland Protection Board.

In Glenville, Christine Davilla owns one 10-acre parcel. She operates a small poultry/egg farm.

In Duanesburg, Gregory and Jacqueline Jennings own three parcels totaling 59 acres where they have beef cattle, chickens, and hogs. (Saddlemire Family Farm). The Perry application includes one 5-acre parcel where he grows medicinal herbs (Greentea Properties, LLC). The Silva application includes two agricultural parcels totaling 29.73 acres of land that is not currently actively farmed. He intends to start farming the property next year.

Attached is a location map for the applications and individual maps of the three properties in question.

The County Agricultural and Farmland Protection Board (AFPB) reviewed the requests and recommended inclusion of the parcels in the County Agricultural District.

In accordance with NYS Agricultural and Markets Law, after receiving the recommendation of the AFPB, the County Legislature must hold a public hearing on the proposed Agricultural District. We are requesting that the Legislature set a public hearing to consider the recommendation from the AFPB to include the four applications (seven parcels) in the district.

Please let me know if you have any questions.

**Schenectady County Agricultural and Farmland Protection Board
Annual Thirty-day Review Applications (December 2023)**

Below is a chart showing the parcels associated with the four applications received in 2023 under the annual 30-day review period for inclusion in the Schenectady County Agricultural District.

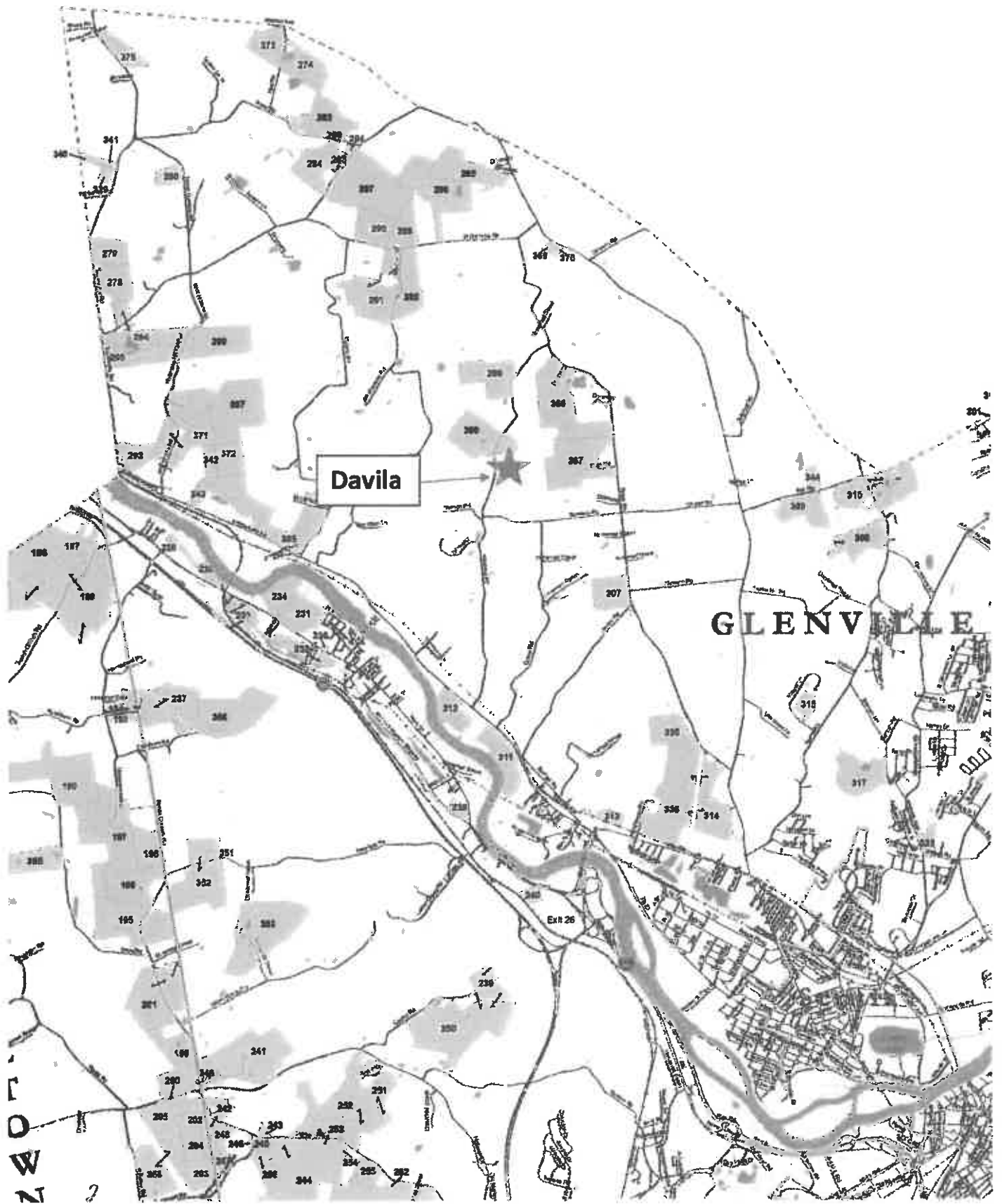
In Glenville, the Davila application involves one parcel totaling 10 acres where she operates a small poultry/egg farm.

In Duaneburg, the Jennings application includes three parcels totaling 59 acres where they intend to have beef cattle, chickens, and hogs. (Saddlemire Family Farm). The Perry application includes one 5-acre parcel where he grows medicinal herbs (Greentea Properties, LLC). The Silva application includes two agricultural parcels totaling 29.73 acres of land that is not currently actively farmed. He intends to start farming the property next year.

Table 1. Schenectady Agricultural District 2023 Applications


TOWN	TAX ID #	NAME LAST	NAME FIRST	STATUS	ACRES OWNED	ACRES RENTED
Glenville	7.-2-4	Davila	Christine	Farmer	10	0
Duaneburg	74.00-1-10, 74.00-1- 11.11, 74.00- 1-11.2	Jennings	Gregory & Jacqueline	Farmer	58.77	0
Duaneburg	55.00-4-30	Perry	Wayne	Farmer	5	0
Duaneburg	75.12-2- 10.12, 75.12- 2-11	Silva	Walter	Non- Farmer	29.73	0

The County Agricultural and Farmland Protection Board recommended inclusion of the parcels in the County Agricultural District.





Parcel# 7.-2-4
Town of Glenville- 2226 Washout Rd

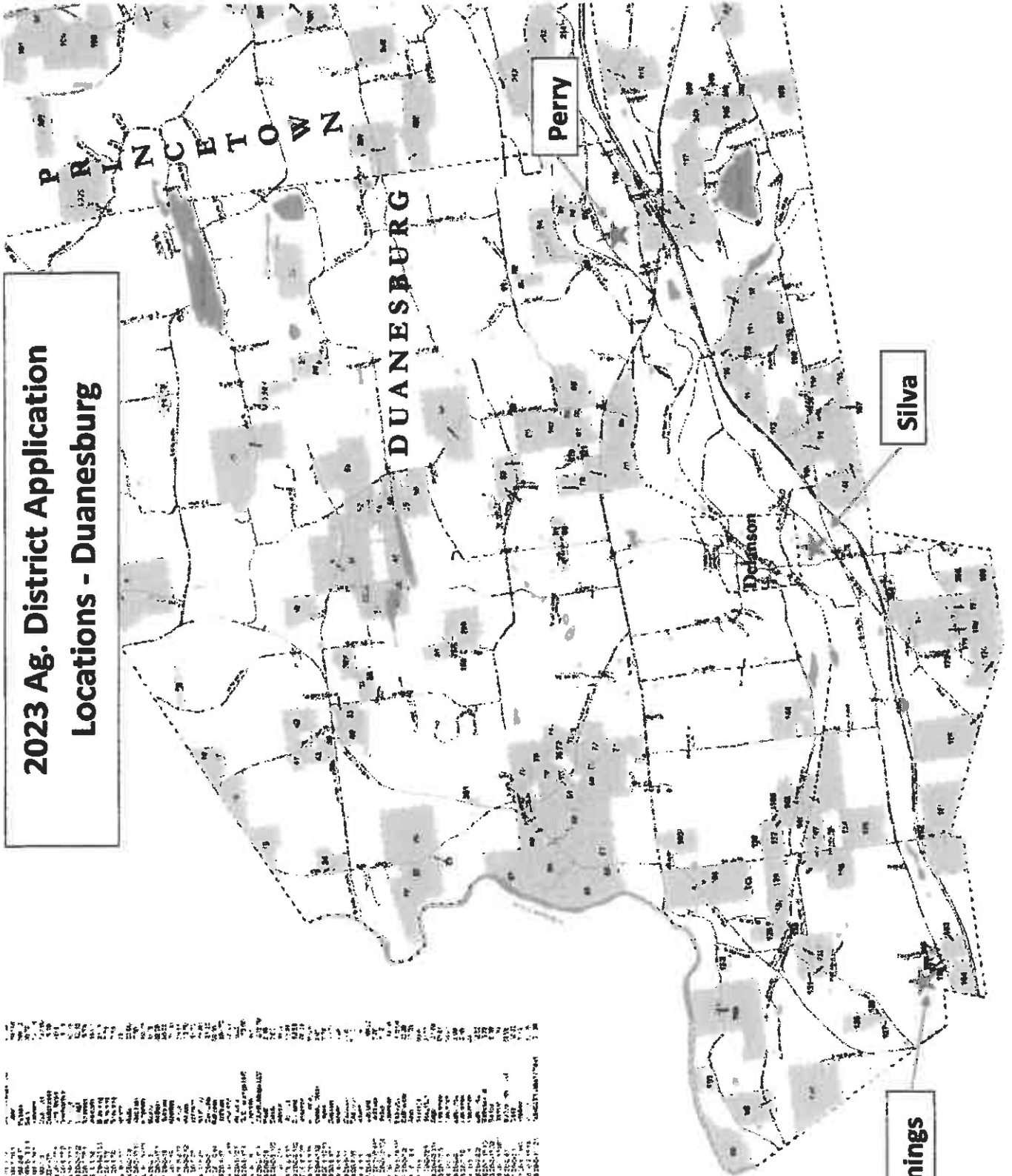
-  **New Agricultural District Parcels**
-  **Existing Agricultural District Parcels**



Parcel# 55.00-4-30
Town of Duaneburg- 1441 Van Patten Rd

-  **New Agricultural District Parcels**
-  **Existing Agricultural District Parcels**

2023 Ag. District Application
Locations - Duaneburg



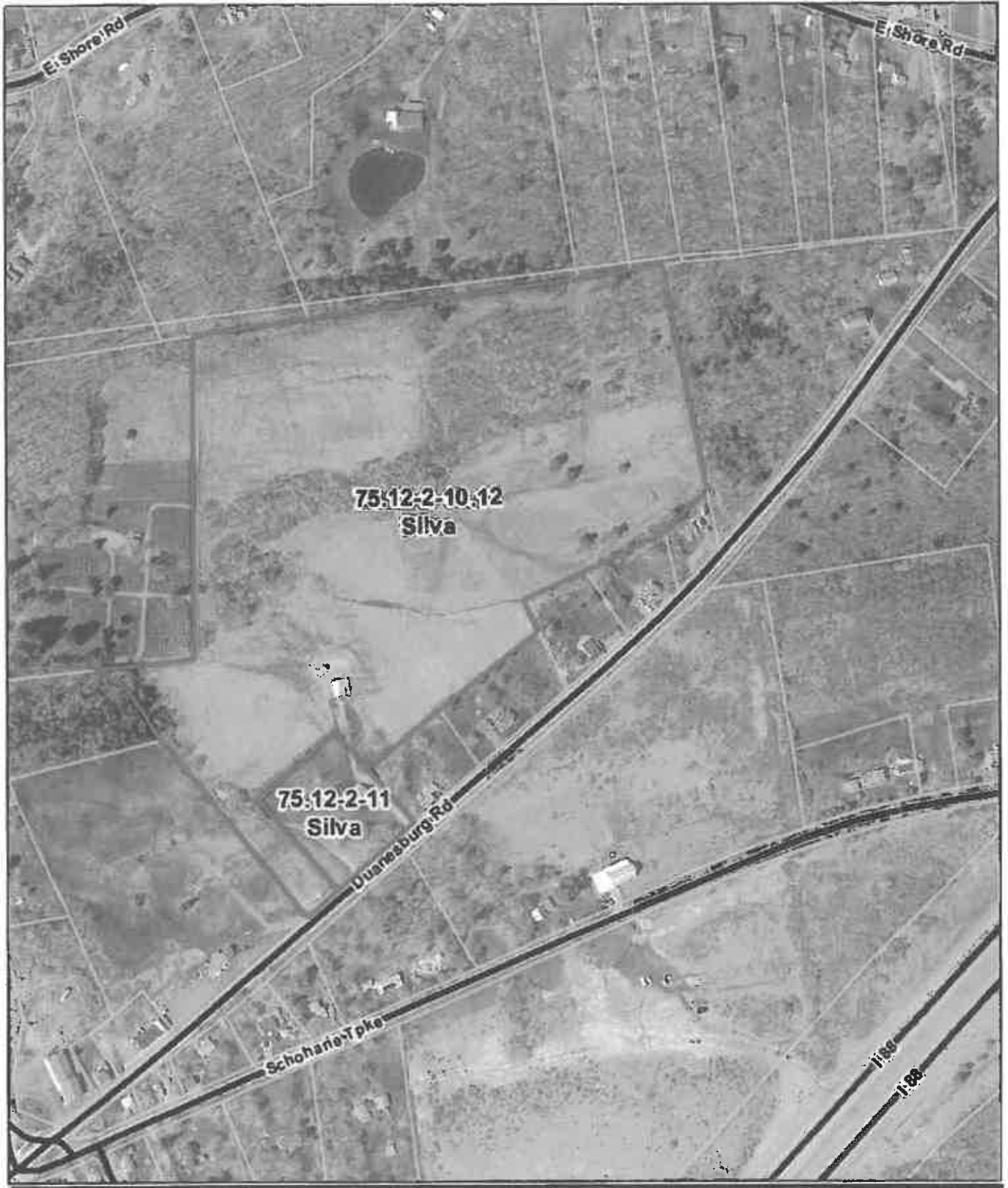


**Parcel# 74.00-1-10, 74.00-1-11.11 & 74.00-1-11.2
Town of Duanesburg- 14526 Duanesburg Rd**



New Agricultural District Parcels

Existing Agricultural District Parcels



**Parcel# 75.12-2-10.12 & 75.12-2-11
Town of Duaneburg- 9928 Duaneburg Rd**

-  **New Agricultural District Parcels**
-  **Existing Agricultural District Parcels**



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 1, 2024
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 4, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
HHHS	8 A RESOLUTION ACCEPTING MONIES FROM HEALTH RESEARCH INC. FOR THE SUPPORT OF THE MEDICAL RESERVE CORPS	Legislator Ostrelich	
HHHS	9 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES	Legislator Ostrelich	
HHHS	10 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORTS FOR SUBSTANCE USE DISORDER AND PROBLEM GAMBLING TREATMENT AND PREVENTION SERVICES	Legislator Ostrelich	
HHHS	11 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF MENTAL HEALTH	Legislator Ostrelich	
HHHS	12 A RESOLUTION CREATING A CERTAIN POSITION IN SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Ostrelich	

Item	Title	Sponsor	Co-Sponsor
HHHS	13 A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO PROVIDE FUNDING FOR IMPROVEMENTS TO THE GLENDALE NURSING HOME	Legislator Ostrelich	
HHHS	14 A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO ESTABLISH AN OPIOID SETTLEMENT FUNDS RESERVE ACCOUNT	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 8

Title of Proposed Resolution:

A RESOLUTION ACCEPTING MONIES FROM HEALTH RESEARCH INC. FOR THE SUPPORT OF THE MEDICAL RESERVE CORPS

Purpose and General Idea:

Provides Authorization to enter into a Multi-Year Agreement with Health Research Inc. for its Medical Reserve Corp-State, Territory & Tribal Nations, Representative Organizations for Next Generations Program.

Summary of Specific Provisions:

Authorizes the acceptance of \$12,100 in funding from Health Research Inc.'s Medical Reserve Corp-State, Territory & Tribal Nations, Representative Organizations for Next Generations (MRC-STTRONG) Program. The grant terms are from June 1, 2023, and end on May 31, 2025.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept a new grant from Health Research, Inc. to strengthen the Medical Reserve Corp (MRC).

Create/Increase Appropriation Code By:

A544012.415106 MRC-STTRONG \$5,500

Create/Increase Revenue Code By:

A44012.440106 MRC-STTRONG \$5,500

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

Justification:

Keith Brown, Public Health Director, indicates this unit is part of a national network of local volunteers that engages with the community to strengthen health emergency preparedness, response, and health equity needs within Schenectady County. This funding will be used to support the Public Health's Medical Reserve Corp (MRC) unit through training courses, spontaneous unaffiliated volunteer plans, workshops as well as the development of a unit Operational Playbook.

Sponsor: Legislator Ostrelich

Co-Sponsor:

COUNTY OF SCHENECTADY

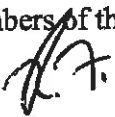


RORY FLUMAN
COUNTY MANAGER

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

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

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
Keith Brown, Director of Public Health
Jaclyn Falotico, Commissioner of Finance

Date: March 1, 2024

Re: Authorization to Enter into a Multi-Year Agreement with Health Research, Inc. for its Medical Reserve Corp – State, Territory & Tribal Nations, Representative Organizations for Next Generation Program

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization to enter into a multi-year agreement from Health Research, Inc.'s Medical Reserve Corp – State, Territory & Tribal Nations, Representative Organizations for Next Generation (MRC – STTRONG) Program.

As part of this agreement, the County will receive \$12,100 which will be used to support Public Health's Medical Reserve Corp Unit through training courses, workshops, and the development of a Unit Operational Playbook and a Spontaneous Unaffiliated Volunteer Plan. As Mr. Brown indicates, this unit, which is part of a national network of local volunteers, engages with the community to strengthen health emergency preparedness, response, and health equity needs.

This agreement has a term beginning June 1, 2023 and ending May 31, 2025.

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

I recommend your approval.



**SCHENECTADY COUNTY
PUBLIC HEALTH SERVICES
INTEROFFICE MEMO**

TO: Rory Fluman, County Manager
FROM: Keith Brown, Public Health Director
RE: Legislative Action
Requesting Legislative Approval to accept a deliverable based Health Research Inc (HRI) grant focused on strengthening LHD Medical Reserve Corp Units.

CC: Jennifer Bargy, Deputy County Manager
Jaclyn Falotico, Commissioner of Finance

DATE: 2/16/2024

Dear Rory,

Schenectady County Public Health Services (SCPHS) has been awarded a grant (MRC-STTRONG) from Health Research Inc (HRI). This deliverable based grant is for **\$12,100** distributed over the course of two years as each deliverable is completed and its focus is on strengthening the SCPHS Medical Reserve Corp (MRC) Unit.

The MRC is a national network of local volunteer units that engage their local communities to strengthen public health, reduce vulnerability, build resilience, and improve preparedness, response, and recovery capabilities. SCPHS MRC Unit currently has 1196 enrolled volunteers.

The contract agreement will be with HRI for the period of 6/1/2023 through 5/31/2025. The purpose for MRC-STTRONG funding is to expand, sustain and improve the LHD MRC network with a particular focus on health emergency preparedness, response and health equity needs and to build on the invaluable role that the MRC played during the COVID-19 response.

I am requesting Legislative approval to accept these grant funds and modify the 2024 budget accordingly. There is no cost to the county associated with these funds. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Public Health Director

County of Schenectady
620 State Street, 3rd 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, 2024
SUBJECT: Budget Amendment – Public Health MRC STTRONG HRI Grant Award

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept a new grant from Health Research, Inc. to strengthen the Medical Reserve Corp (MRC).

<u>Create/Increase Appropriation Code By:</u>		
A544012.415106	MRC-STTRONG	\$5,500
<u>Create/Increase Revenue Code By:</u>		
A44012.440106	MRC-STTRONG	\$5,500

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

AGREEMENT

This Agreement, made this 5th day of February, 2024 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Schenectady County Public Health Services
107 Nott Terrace Ste. 304
Schenectady, NY 12308 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Office of Assistant Secretary for Preparedness and Resp, hereinafter referred to as the "Project Sponsor" under grant/contract number 6U3REP2306970101, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Medical Reserve Corp – State, Territory & Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG)

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 06/01/2023
- "Contract End Date": 05/31/2025
- "Total Contract Amount": \$12,100
- "HRI Project Director": Kristen Townsend
- "Required Voucher Frequency": Monthly
- "FAIN Number": U3REP230697
- "HRI Contract Number": 7884-01
- "Catalog of Federal Domestic Assistance Number": 93.008 ("This contract is "Federally" funded.")

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work/Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [X]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [X]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Schenectady County Public Health Services
Federal ID: 14-6002431-
UEI#: JE9WHU4NGJ8

Elizabeth Wood

Name: Elizabeth Wood
Title: Deputy Director

Name:
Title:

EXHIBIT A

**New York State Department of Health (NYSDOH)
Office of Health Emergency Preparedness (OHEP)
MRC-STTRONG
2023-2025 MRC Contract Deliverable Coordination Tool**

Introduction:

The MRC State, Territory, and Tribal Nations, Representative Organizations for Next Generation (MRC STTRONG) grant 2023- 2025 contract deliverables:

All MRC deliverable documentation, including guidance documents, can be found on the Health Commerce System (HCS) Secured Collaboration Site. To access, follow the below instructions:

- 1.) Log on to HCS
- 2.) Click Secure Collaboration app (HCS account required)
- 3.) Select NYS MRC Collaboration Site
- 4.) Click on Library
- 5.) Open MRC-STTRONG Deliverables
- 6.) Open the folder for the appropriate Deliverable
- 7.) Add your element of completion.

Unless otherwise stated, all elements of completion are to be submitted as a PDF file using the above process.

Deliverable 1: Background Check Training Course		\$500 (One (1) person per unit)
Description	One staff member from each MRC Unit will attend a sub-regional training course on volunteer background checks. Participants will develop a full understanding of background check requirements, limitations, best practices, and policy memorandum deliverable requirements.	
Provider	NYSDOH Volunteer Program Coordinator	
Delivery of Sessions	In-person	
Target Audience	MRC Unit Leader	
Target Dates	December 1, 2023	
Payment	\$500 per MRC Unit.	
Element of Completion	Sign-in sheet.	
Note	Sign-in sheets/documentation must include the event name, event sponsor, date and time. Participant names must be legible and indicate the MRC Unit's operating name/site (not County or LHD) that they are representing for the MRC Unit to be eligible for payment. Participants cannot request payment for more than one MRC Unit for their participation in this event.	

Deliverable 2. MRC Background Check Policy Memorandum		\$4,000
Description	MRCs will complete a Background check policy memorandum for their unit. Guidance and template(s) will be provided during the background check training course.	
Target Audience	MRC Unit Leader	
Target Date	May 31, 2024	
Payment	\$4,000	

Element of Completion	Submission of Policy Memorandum to the MRC Collaboration site on the Health Commerce System (HCS) Security Collaboration Application using the template(s) provided in the background check training course.
Notes	

Deliverable 3: 2024 MRC Workshop \$500/(One (1) person per unit)	
Description	NYSDOH OHEP will host a two-day workshop for MRC Unit Leaders. The workshop will review MRC program requirements, success stories from the field, and provide guidance and template(s) to enable MRC Unit Leaders to develop MRC Unit Operational Playbooks and Spontaneous Unaffiliated Volunteer plans or policies. This is a pre-requisite for completion of Deliverables 4 and 5.
Provider	NYSDOH Volunteer Program Coordinator
Delivery of Sessions	In-Person
Target Audience	MRC Unit Leaders
Location and Dates	A training announcement with date and registration information will be forthcoming.
Target Date	June 30, 2024
Payment	\$500 per unit, per day, maximum award \$1,000
Element of Completion	Sign-in sheet
Note	Sign-in sheets/documentation must include the event name, event sponsor, date and time. Participant names must be legible and indicate the MRC Unit's operating name/site (not County or LHD) that they are representing for the MRC Unit to be eligible for payment. Participants cannot request payment for more than one MRC Unit for their participation in this event.

Deliverable 4: Production of a Unit Operational Playbook \$4,000	
Description	Each MRC Unit will produce a Unit Operational Playbook. This playbook is not a Volunteer Management Plan, it is a guidance manual on how to properly prepare, deploy, demobilize and recover from planned and unplanned operations that involve volunteers of the MRC.
Target Audience	MRC Unit Leaders
Target Date	May 31, 2025
Payment	\$4,000 per unit
Element of Completion	Submission of Unit Operations Playbook to the MRC Collaboration site on the HCS Security Collaboration Application.
Note	An informational training on the development of a Unit Operational Playbook will take place during the Deliverable 3: 2024 MRC Workshop.

Deliverable 5: Spontaneous Unaffiliated Volunteer Plan		\$2,600
Description	Each MRC will develop a Spontaneous Unaffiliated Volunteer plan. This plan will provide guidance on how the MRC will account for or process Spontaneous Unaffiliated Volunteers before during and after an activation of the MRC.	
Target Audience	MRC Unit Leaders	
Target Date	May 31, 2025	
Payment	\$2,600 per unit	
Element of Completion	Submission of Spontaneous Unaffiliated Volunteer Plan to the MRC Collaboration site on the HCS Security Collaboration Application.	
Note	An informational training on the development of a Spontaneous Unaffiliated Volunteer Plan will take place during the Deliverable 3: 2024 MRC Workshop.	

Exhibit C
Reporting and Vouchering Requirements

The reporting frequency for this contract shall be: As soon as deliverables are completed

Voucher / Report submission:

The contractor shall submit all vouchers and reports required to:
NYSHPP@health.ny.gov



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Assistant Secretary for Preparedness & Response

Notice of Award

Award# 1 U3REP230697-01-00

FAIN# U3REP230697

Federal Award Date: 06/01/2023

EXHIBIT D

Recipient Information	Federal Award Information
<p>1. Recipient Name HEALTH RESEARCH, INC. 150 Broadway STE 280 Riverview Ctr Menands, NY 12204-2732</p> <p>2. Congressional District of Recipient 20</p> <p>3. Payment System Identifier (ID) 1141402155A1</p> <p>4. Employer Identification Number (EIN) 141402155</p> <p>5. Data Universal Numbering System (DUNS) 002436061</p> <p>6. Recipient's Unique Entity Identifier (UEI) G9H6SUM59YC4</p> <p>7. Project Director or Principal Investigator Mr. Michael A. Saglimbeni hringa@healthresearch.org 518-431-1200</p> <p>8. Authorized Official Ms. Cheryl Mattox hringa@healthresearch.org 518-431-1200</p>	<p>11. Award Number 1 U3REP230697-01-00</p> <p>12. Unique Federal Award Identification Number (FAIN) U3REP230697</p> <p>13. Statutory Authority Sections 301, 307, 1701 and 2811 of the Public Health Service Act, 42 U.S.C. 241, 242l, 300u, 300hh-11</p> <p>14. Federal Award Project Title MRC- State, Territory and Tribal Nations, Representative Organizations for Next Generation (MRC-STTRONG)</p> <p>15. Assistance Listing Number 93.008</p> <p>16. Assistance Listing Program Title Medical Reserve Corps Small Grant Program</p> <p>17. Award Action Type New</p> <p>18. Is the Award R&D? No</p>
<p>Federal Agency Information ASPR Acquisition Management Contracts and Grants</p> <p>9. Awarding Agency Contact Information Mrs Tiffany Russell Grants Management Specialist tiffany.russell@hhs.gov (202) 692-4796</p> <p>10. Program Official Contact Information Claudia Roman-Stolte Project Officer claudia.roman-stolte@hhs.gov 202-389-2632</p>	<p style="text-align: center;">Summary Federal Award Financial Information</p> <p>19. Budget Period Start Date 06/01/2023 - End Date 05/31/2025</p> <p>20. Total Amount of Federal Funds Obligated by this Action \$1,500,000.00</p> <p> 20a. Direct Cost Amount \$1,500,000.00</p> <p> 20b. Indirect Cost Amount \$0.00</p> <p>21. Authorized Carryover \$0.00</p> <p>22. Offset \$0.00</p> <p>23. Total Amount of Federal Funds Obligated this budget period \$0.00</p> <p>24. Total Approved Cost Sharing or Matching, where applicable \$0.00</p> <p>25. Total Federal and Non-Federal Approved this Budget Period \$1,500,000.00</p> <p>26. Period of Performance Start Date 06/01/2023 - End Date 05/31/2025</p> <p>27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$1,500,000.00</p> <p>28. Authorized Treatment of Program Income ADDITIONAL COSTS</p> <p>29. Grants Management Officer – Signature Virginia Simmons Chief Grants Management Officer</p>
<p>30. Remarks</p> <p>This is a new ASPR Cooperative Agreement awarding \$1,500,000.00 in federal funding. Please read all Terms and Conditions below to include all Special Conditions. If you have any questions, please contact you Grants Management Specialist or HHS Project Officer.</p>	



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Assistant Secretary for Preparedness & Response

Notice of Award

Award# 1 U3REP230697-01-00

FAIN# U3REP230697

Federal Award Date: 06/01/2023

Recipient Information

Recipient Name

HEALTH RESEARCH, INC.
150 Broadway STE 280
Riverview Ctr
Menands, NY 12204-2732

Congressional District of Recipient

20

Payment Account Number and Type

1141402155A1

Employer Identification Number (EIN) Data

141402155

Universal Numbering System (DUNS)

002436061

Recipient's Unique Entity Identifier (UEI)

G9H6SUM59YC4

31. Assistance Type

Cooperative Agreement

32. Type of Award

Other

**33. Approved Budget
(Excludes Direct Assistance)**

i. Financial Assistance from the Federal Awarding Agency Only

ii. Total project costs including grant funds and all other financial participation

a. Salaries and Wages	\$0.00
b. Fringe Benefits	\$0.00
c. Total Personnel Costs	\$0.00
d. Equipment	\$0.00
e. Supplies	\$0.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$1,500,000.00
i. Contractual	\$0.00
j. TOTAL DIRECT COSTS	\$1,500,000.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$1,500,000.00
m. Federal Share	\$1,500,000.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes

FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
3-199C055	U3REP0697A	HOS07	41.51	93.000	\$1,500,000.00	75-X-0140



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Assistant Secretary for Preparedness & Response

Award# 1 U3REP230697-01-00

FAIN# U3REP230697

Federal Award Date: 06/01/2023

35. Terms And Conditions

SPECIAL CONDITIONS

1. Please provide a revised budget/ budget narrative within 30 days of the award.
2. Note: Purchase of uniforms must meet the guidelines established for use as Personal Protective Equipment or Volunteer Security/Safety. Uniform components must be returned to the respective unit/program office at the end of the event/project/volunteer tenure. Note: If the federal/ASPR MRC logo is expected to be utilized or placed on any items, please ensure to consult with a member of the MRC-STTRONG Project Team on the logo use guidelines.

AWARD ATTACHMENTS

HEALTH RESEARCH, INC.

1 U3REP230697-01-00

1. ASPR Administrative Terms and Conditions

ASPR Administrative Terms and Conditions

This is a cooperative agreement which falls under The Administration for Strategic Preparedness and Response (ASPR)/Department of Health and Human Services (HHS). This Cooperative Agreement is issued sections 311(c) and 2813 of the Public Health Service (PHS) Act (42 U.S.C. Sec. 243c and 300hh – 15). By receiving funds under this award, the recipient assures that it will carry out the project/program as authorized, adhere to requirements laid out in the funding opportunity announcement and will comply with the terms and conditions and other requirements of this award. The recipient must adhere to all applicable federal statutes, including appropriations act requirements including Title II in Division H of the “Consolidated Appropriation Act, 2023”.

Any applicable statutory or regulatory requirements, including 45 CFR Part 75 and 2 CFR Part 200, directly apply to this award apart from any coverage in the HHS Grants Policy Statement. References in the HHS Grants Policy Statement to 45 CFR part 74 or 45 CFR part 92 have been superseded by 45 CFR 75. The recipient must comply with 45 CFR 75, including the provision that no state or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation. Information regarding HHS Grants Policy can be found at:

<https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>. References in the HHS Grants Policy Statement to 45 CFR part 74 or 45 CFR part 92 have been superseded by 45 CFR 75.

Any formal amendments to this Notice of Award/Cooperative Agreement will require prior approval from both the assigned Grants Management Specialist and HHS Project Officer. Requests that require prior approval from the awarding office must be submitted in writing to the Grants Management Specialist via Grant Solutions. Only responses signed by the Grants Management Specialist or Grants Management Officer are to be considered valid. Grantees who take action on the basis of responses from other ASPR officials do so at their own risk. Such responses will not be considered binding by or upon ASPR. Please adhere to the following upon acceptance of this cooperative agreement:

1. Please be sure to read and review all terms and conditions of the award to include any Special Conditions that have a due date.
2. Make sure all information such as Authorizing Official, Principal Investigator, address, telephone numbers, etc...are correct.
3. Please make sure to register with the Payment Management System to ensure federal funds are received in a timely manner (read term and conditions for instructions).

Definitions:

Cooperative Agreement -The Federal Grant and Cooperative Agreement Act of 1977, 31 U.S.C. 6305 defines the cooperative agreement as an alternative assistance instrument to be used in lieu of a grant whenever substantial Federal involvement with the recipient during performance is anticipated. The difference between grants and cooperative agreements is the degree of Federal programmatic involvement rather than the type of administrative requirements imposed. Therefore, statutes, regulations, policies, and the information contained in this policy statement that are applicable to grants also apply to cooperative agreements, unless the award itself provides otherwise. **Link to HHS Grants Policy Statement:** [HHS Grants Policy Statement](#)

Authorizing Official - the individual(s), named by the applicant/recipient organization, who is authorized to act for the applicant/recipient and to assume the obligations imposed by the federal laws, regulations, requirements, and conditions that apply to grant applications or awards.

Principle Investigator (PD/PI) - the individual (s) designated by the recipient to direct the project or program being supported by the grant. The PI/PD is responsible and accountable to officials of the recipient organization for the proper conduct of the project, program, or activity (Source: 45 CFR 75.2).

STANDARD TERMS AND CONDITIONS:

This cooperative agreement is subject to the terms and conditions as stated here in Section III (Terms and Conditions) of this NOA. Refer to the "order of precedence" that explains the laws and regulations that govern the award in the event of any inconsistencies:

1. Federal Statutes
2. Federal Regulations
3. Executive Orders
4. OMB Policies to include 2 CFR 200
5. Terms and Conditions attached to the ASPR Notice of Award (including any Special Programmatic and Administrative Terms and Conditions).

1. Revision of Budget and Program Plans (45 CFR 75.308):

Any revisions to the budget of ASPR Cooperative Agreements require prior approval from both the assigned Grants Management Specialist and HHS Project Officer. This request must be formal and signed by the Authorized Official of the award. Formal amendments to the Notice of Award are for approved requests that require significant re-budgeting (over 25% of the total budget). Requests less than 25% of the total budget that are approved will be approved via email or memorandum by the ASPR Grants Office. The recipient has the option to request a formal amendment to the Notice of Award if budget revision is less than 25% of total budget.

The following request prior approval for budget revisions:

- a. A need for additional Federal Funding.
- b. A change in a key person(s) identified in the proposal or the award document.
- c. The approved Recipient Program Manager's absence from the project for more than three (3) months, or a 25 percent reduction in his or her time devoted to the project.
- d. The inclusion of additional costs that require prior approval in accordance with the applicable cost principles for Federal Funds and your cost share match.
- e. The inclusion of pre-award costs.
- f. A sub-award to another entity under which it will perform a portion of the substantive project or program under the award if it was not included in the approved budget. This does not apply to your contracts for acquisition of supplies, equipment, or general support services you need to carry out the project or program.
- g. The transfer of funds among direct cost categories, functions and activities for awards in which the Federal share of the project exceeds the simplified acquisition threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Grants Management Specialist. A transfer that would cause any Federal appropriation or part thereof to be used for purposes other than those consistent with the original intent of the appropriation is prohibited.

Please note: a change in the scope or objective of the project or program under the award, even if there is no associated budget revision also requires prior approval.

2.Supporting Information:

Information such as consultant agreements, vendor quotes, and service agreements may be required in order to support proposed costs. Our receipt of this information does not constitute approval or acceptance of any

term or condition included therein. For the purpose of clarity, all subcontractors or other arrangements included in the Recipient's proposal and/or the final approved budget do not require additional approval to commence performance. This additional information is required if the cost exceeds \$750,000.00 and has not been provided otherwise. Should the US Government have any concerns, said concerns will be communicated within 10 days of receipt.

The government's due diligence review and continuous monitoring will include but not be limited to information on performance, ownership and organization, assets and operations, business/company management experience and strategy, processes and policies, business/company reputation and affiliations, litigation, regulatory, financial standings, upper management and key personnel's personal capitalization or ventures, business/company agreements, sales, transfers, partnerships, mergers, acquisitions, or takeovers etc. Based on these reviews, additional supporting information may be required from the Recipient.

3. Reporting Subawards and Executive Compensation:

Applicability

As required by the Federal Funding Accountability and Transparency Act of 2006, this new award is subject to the subaward and executive compensation reporting requirement of 2 CFR Part 170. Grant Recipients awarded a new federal grant greater than or equal to \$30,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$30,000. This information and reporting is located at <http://www.fsrs.gov>.

A. Reporting of first-tier subawards.

Unless you are exempt as provided in paragraph c. of this award term, you must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions below).

1. Where and when to report.

You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2022, the obligation must be reported by no later than December 31, 2022.)

2. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify:

B. Total Compensation of Recipient Executives

1. Applicability and what to report: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received-

(a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

C. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

D. Definitions: For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. II.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. Salary and bonus.

- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

4. Subaward Equal Treatment:

The recipient must comply with 45 CFR 75, including the provision that no State or local government recipient nor any intermediate organization with the same duties as a governmental entity shall, in the selection of service providers, discriminate for or against an organization’s religious character or affiliation.

5. Mandatory Disclosures:

The non-Federal entity or applicant for a federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321).

6. English Language:

All Federal financial assistance announcements and Federal award information must be in the English language. Applications must be submitted in the English language and must be in the terms of U.S. dollars. If the Federal awarding agency receives applications in another currency, the Federal awarding agency will evaluate the application by converting the foreign currency to United States currency using the date specified for receipt of the application.

Non-Federal entities may translate the Federal award and other documents into another language. In the event of inconsistency between any terms and conditions of the Federal award and any translation into another language, the English language meaning will control. Where a significant portion of the non-Federal entity's employees who are working on the Federal award are not fluent in English, the non-Federal entity must provide the Federal award in English and the language(s) with which employees are more familiar.

7. Legal and Financial Responsibility:

The recipient organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.

8. Executive Level II Salary Cap:

For FY 2022, the Consolidated Appropriations Act, 2022 restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. Effective January 1, 2023, the Executive Level II salary is \$212,100 annually.

Funds made available by this award shall not be used by the grantee or subrecipient to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate more than current Executive Level II compensation requirements.

9. Facility Physical Security Requirements:

You shall implement at your facility current industry best practices for physical and cyber security. You shall allow ASPR input into the implementation of the physical and cyber security measures. To the extent that ASPR requires modifications, such modifications shall be treated as compensable change(s) and would be reimbursed to the extent not covered under the approved budget for this award.

10. Committee on Foreign Investment in the United States (CFIUS) Acknowledgement:

Foreign Investment. In addition to the requirements above, prior to the close of any "covered transaction," as that term is defined by 50 U.S.C. 4565(a)(4), Recipient acknowledges its requirement to make a voluntary submission of information (e.g., any cooperative agreement, partnership, merger, acquisition, or takeover that is proposed or pending) related to the covered transaction to the Committee on Foreign Investment in the United States ("CFIUS"). The CFIUS package shall be submitted to the Grants Management Specialist for review and comment 10 business days in advance of Recipient's voluntary submission to CFIUS. For the purposes of determining whether a transaction is a "covered transaction," the parties acknowledge that the Recipient's facility is "critical infrastructure" that may be used to produce "critical technologies" in support of "national security," as those terms are defined in 50 U.S.C. 4565(a). Recipient agrees to follow any recommendations issued throughout the CFIUS process, including any determinations with respect to permissibility of the transaction.

11. Gun Control:

None of the funds made available through this award may be used, in whole or in part, to advocate or promote gun control.

12. Pornography:

None of the funds made available through this award may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

13. Lobby Restrictions:

The grantee must comply with 45 CFR Part 93. None of the funds made available through this award shall be used to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, grant or cooperative agreement, the making of any Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with any covered action.

14. Sterile Needle Distribution:

No federal funds associated with this cooperative agreement shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: Provided, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis, infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

15. Accounting Records and Disclosure:

Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that ASPR, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

16. Procurement:

When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 75.329, Procurement Procedures, which requires the performance and documentation of some form of cost or price analysis with every procurement action.

17. Trafficking In Persons:

Provisions applicable to a recipient that is a private entity.

A. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- Engage in severe forms of trafficking in persons during the period of time that the award is in effect
- Procure a commercial sex act during the period of time that the award is in effect; or
- Use forced labor in the performance of the award or subawards under the award.

B. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity is:

- Determined to have violated a prohibition in paragraph a.1 of this award term; or
- Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either associated with performance under this award; or imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and "Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

Provision applicable to a recipient other than a private entity:

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- Is determined to have violated an applicable prohibition in paragraph A. of this award term; or
- Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition through conduct that is either:
 - Associated with performance under this award; or Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and "Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376 c. Provisions applicable to any recipient. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition of this award term; our right to terminate unilaterally that is described above b of this section:
- Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.

You must include the requirements of this section of this award term in any subaward you make to a private entity.

18. Reducing Text Messaging While Driving:

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, contractors, subcontractors, and recipients and subrecipients are encouraged "to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Agencies should also encourage Federal contractors, subcontractors, and grant recipients and subrecipients as described in this section to conduct initiatives of the type described in section 3(a) of this order."

19. Publications:

All grantee publications, including research publications press releases other publications or documents about research that is funded by ASPR must include the following two statements:

1. Specific acknowledgment of ASPR grant support, such as:

"Research reported in this [publication/press release] was supported by [name of the program office(s), or other ASPR offices] the Department of Health and Human Services Administration for Strategic Preparedness and Response under award number [specific ASPR grant number(s)] "

2. Disclaimer that says:

"The content is solely the responsibility of the authors and does not necessarily represent the official views of the Department of Health and Human Services Administration for Strategic Preparedness and Response".

20. Federal Information Security Management Act (FISMA):

If applicable, all information systems, electronic or hard copy which contain federal data need to be protected from unauthorized access. This also applies to information associated with ASPR grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347.

21. Health and Safety Regulations and Guidelines

Grantees are responsible for meeting applicable Federal, State, and local health and safety standards and for establishing and implementing necessary measures to minimize their employees' risk of injury or illness in activities related to ASPR grants. In addition to applicable Federal, State, and local laws and regulations, the following regulations must be followed when developing and implementing health and safety operating procedures and practices for both personnel and facilities:

29 CFR 1910.1030, Blood borne pathogens; 29 CFR 1910.1450, Occupational exposure to hazardous chemicals in laboratories; and other applicable occupational health and safety standards issued by the Occupational Health and Safety Administration (OSHA) and included in 29 CFR 1910.

Nuclear Regulatory Commission "Standards and Regulations, pursuant to the Energy Reorganization Act of 1974 (42 U.S.C. 5801 et seq.). Copies may be obtained from the U.S. Nuclear Regulatory Commission, Washington, DC 20555-0001. The following guidelines are recommended for use in developing and implementing health and safety operating procedures and practices for both personnel and facilities:

Biosafety in Microbiological and Biomedical Laboratories, CDC and NIH, HHS. This publication is available at http://www.cdc.gov/OD/ohs/biosfty/bmb15/BMBL_5th_Edition.pdf

Prudent Practices for "Safety in Laboratories (1995), National Research Council, National Academy Press, 500 Fifth Street, NW, Lockbox 285, Washington, DC 20055 (ISBN 0-309-05229-7). This publication can be obtained by telephoning 800-624-8373. It also is available at <http://www.nap.edu/catalog/4911.html>. Grantee organizations are not required to submit documented assurance of their compliance with or implementation of these regulations and guidelines. However, if requested by ASPR, grantees should be

able to provide evidence that applicable Federal, State, and local health and safety standards have been considered and have been put into practice.

22. ASPR Annual Reporting Requirements

All reports listed below will be monitored by the ASPR Grant Specialist:

1) **Federal Financial Report (FFR)** – All ASPR Grant/Cooperative Agreement recipients are required to register with The Payment Management System at www.pms.psc.gov. PMS is the accounting system in which awardees will draw down federal funding and submit the required annual Federal Financial Reports (FFR). The FFRs are due within 90 days of the Budget Expiration Date listed on the Notice of Award. Any extension request for submission of the Federal Financial Report must be approved by the assigned Grants Management Specialist via Prior Approval.

2) **Annual Program Progress Reports: Please see BARDA Programmatic Conditions.** (All Annual Progress Reports must be uploaded to Grant Notes in Grant Solutions).

3) **Subaward and Executive Compensation Reporting:** Awardees must ensure that they have the necessary processes and systems in place to comply with the sub-award and executive total compensation reporting requirements established under OMB guidance at *2 CFR Part 170*, unless they qualify for an exception from the requirements, should they be selected for funding. CFDA number is to be included on all subawards, including contracts and consultant agreements, so ASPR staff may track compliance (see above for further details).

4) **Tangible Property Report:** Awardees will be required to submit an annual (after each 12-month period) Tangible Property Report (SF 428). Final SF 428 reports are due 90 days after the end of the project period. Supporting documents must be uploaded in Grant Notes in Grant Solutions.

5) **Real Property Status Report:** Annual reporting of real property is required on an annual basis. Supporting documents must be uploaded in Grant Solutions (see section 7 above for further details).

6) **Audit requirements** for federal award recipients can be found at in 2 CFR 200, Subpart F Audit Requirement located at www.ecfr.gov. Specifically, non-Federal entities that expend a total of \$750,000 or more in Federal awards, during each Fiscal Year, are required to have an audit completed in accordance with OMB Circular A-133. The Circular defines Federal awards as Federal financial assistance (grants) and Federal cost-reimbursement (contracts) received both directly from a Federal awarding agency as well as indirectly from a pass-through entity and requires entities submit, to the Federal Audit Clearinghouse (FAC), a completed Data Collection Form (SF-SAC) along with the Audit Report, within the earlier of 30 days after receipt of the report or 9 months after the fiscal year end.

The Data Collection Forms and Audit Reports **MUST** be submitted to the FAC electronically at <http://harvester.census.gov/fac/collect/ddeindex.html>. For questions and information concerning the submission process, please visit <http://harvester.census.gov/sac/> or call the FAC 1-800-253-0696.

7) **Indirect Cost Rates:** 2 CFR §200.414/45 CFR§75.414(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200/Appendix VII to part 75 —States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in 2 CFR §200.403/45 CFR §75.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. 45 CFR 75.414(g) Any Non-Federal entity that has a current federally

negotiated indirect cost rate may apply for a one-time extension of the rates in that agreement for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate. Subsequent one-time extensions (up to four years) are permitted if a renegotiation is completed between each extension request.

8) **SAM.gov:** It is the responsibility of the recipient to ensure their UEI (Unique Entity Identity registration with SAM.gov has not expired and renewed annually to include new and updated information. In the event of an expired SAM.gov registration can delay a recipient additional federal funding.

9) Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirement

If the total value of your 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 you as the recipient must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available. FAPIS reporting can be done at www.fapis.gov.

Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- o Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- o Reached its final disposition during the most recent five year period; and (If one of the following):
- o A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition; a civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- o An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or (4) Any other criminal, civil, or administrative proceeding if: It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
- o It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

All reports and any supporting documentation must be submitted via Grant Notes in Grant Solutions with the exception of FFRs.

23. Financial and Program Management Standards:

You are required to comply with 45 CFR 75.300-75.309, 75.400-75.477, which prescribe standards for financial management systems; methods for making payments; and rules for cost sharing and matching, program income, revisions to budgets and program plans, audits, allowable costs, and fee and profit.

24. No-Cost Extension Requests:

All no cost extensions should be requested up to 90 days before the end of the Project Period. Request for a NCE must be a formal memorandum with letterhead and signed by the Authorized Official of the cooperative or his/her delegate. Requests for NCEs can be up to 12 months at a time. No exceptions will be made. If approved by ASPR, the project/budget period will be extended and the funding in PMS will reflect the new budget expiration date.

25. Close out of ASPR Cooperative Agreement:

After the Project Period expiration date of the ASPR Cooperative Agreement, it is the responsibility of the recipient to provide the following within 90 days:

- Complete a Final Federal Financial Report in the Payment Management System.
- Complete a Final A-133 Audit (if applicable) and submit to Federal Audit Clearing House <http://facweb.census.gov>
- Complete a Final Invention Statement (if applicable). This document will be provided by the assigned Grants Management Specialist (upload in Grant Notes via Grant Solutions).
- Complete an SF 428 -Tangible Personal Property Report (if applicable) (upload in Grant Notes via Grant Solutions).

The close out process must be completed within 180 days after the award expiration date. Any extension must be requested from the assigned Grants Management Specialist. If the requested documents are not received within the close out period and it is determined the close out cannot occur with the cooperation of the recipient, ASPR will conduct a unilateral close out and deobligate any remaining funding. A unilateral close-out letter will be sent to the recipient.

26. Record Retention Requirements (2 CFR 200.333)

Length of Retention Period: (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (a) through (d) of this section.

Link: <https://www.gpo.gov/fdsys/granule/CFR-2015-title2-vol1/CFR-2015-title2-vol1-sec200-333>

You must also comply with 45 CFR 75, which outlines the retention and access requirements for records. Unless excepted, you must retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of an award, or may reasonably be considered pertinent to an award, for a period of 3 years from the date of submission of the final Federal Financial Report (SF 425). Pursuant to 45 CFR 75.363 you are authorized to use electronic copies of original records instead of the original records, provided that the electronic copy is a faithful rendition of the original.

If the information described in this section is maintained on a computer, you must retain the computer data on a reliable medium for the time periods prescribed. You may transfer computer data in machine readable form from one reliable computer medium to another. Your computer data retention and transfer procedures must maintain the integrity, reliability, and security of the original computer data. You also must maintain an audit trail describing the data transfer. For the record retention time periods prescribed in this section, you must not destroy, discard, delete, or write over such computer data.

27. Termination:

Your award may be terminated in whole or in part by the Grants Management Specialist, pursuant to 45 CFR 75.372:

- a. If you materially fail to comply with the terms and conditions of the award.
- b. With your consent, in which case the parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- c. By you upon sending to the Grants Management Specialist written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. The Recipient must provide such notice at least 30 calendar days prior to the effective date of the termination. However, in the case of partial termination, if the Grants Management Specialist determines that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the Grants Management Specialist may terminate the award in its entirety.

If costs are allowed under an award, your responsibilities outlined at 45 CFR 75.381 including those for property management as applicable, shall be considered in the termination of the award, and provision shall be made for continuing your responsibilities after termination, as appropriate.

28. Enforcement:

Remedies for noncompliance. If you materially fail to comply with the terms and conditions of this award, whether stated in a Federal statute, regulation, assurance, application, or notice of award, the Grants Management Specialist may, in addition to imposing any of the special conditions outlined in, 45 CFR 75.371 take one or more of the actions specified under that section, as appropriate in the circumstances.

29. Disputes and Appeals:

The procedures of 45 CFR 75.374 govern the processing of claims and disputes and for deciding appeals of decisions by the Grants Management Specialist.

As the recipient organization, you acknowledge acceptance of the grant terms and conditions by drawing down or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable, and reasonable.

The terms and conditions of this ASPR Cooperative Agreement apply directly to the Primary Recipient of HHS funds. The recipient is accountable for the performance of the project, program, or activity; the appropriate expenditure of funds under the award by all parties; and all other obligations of the recipient, as cited in the Notice of Award. In general, the requirements that apply to the recipient, including public policy requirements, also apply to subrecipients and contractors under grants, unless an exception is specified.

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk Status, termination of this award or denial of funding in the future.

All terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer. Special Administrative Conditions will not be removed from this cooperative agreement until conditions have been met. All responses to special terms and conditions of award and post award requests must be uploaded in Grant Notes in Grant Solutions or sent via email to the ASPR Grants Management Specialist and the Program Official as identified on your Notice of Award (see below).

PMS Information:

Remarks:

Payment under this award will be made available through the HHS Departmental Payment Management System (PMS). PMS provides instructions for making withdrawals of Federal funds. Inquiries regarding payments should be directed to Program Support Center/Division of Payment Management (PSC/DPM), DHHS, Post Office Box

6021; Rockville, MD 20852; 1-877-614-5533; PMSSupport@psc.gov

Contacts:

The Grants Management Specialist, Tiffany.Russell@hhs.gov is responsible for the negotiation, award and administration of this project and for interpretation of grants administration policies and provisions.

The Project Officer, Claudia.Roman-stolte@hhs.gov is responsible for the programmatic and technical aspects.

**Attachment A
General Terms and Conditions - Health Research Incorporated Contracts**

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.

2. **Allowable Costs/Contract Amount** –
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work/Budget, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.

 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.

 - c) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.

3. **Administrative, Financial and Audit Regulations** –
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally funded projects only), regardless of the source of the funding specified (federal/non federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. **Payments** -
 - a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
 - General Liability Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;

- Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Scope of Work/Budget in Exhibit A, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement. Vouchers received after the 30 day period may be paid or disallowed at the discretion of HRI.
 - c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
 - d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.
5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.
6. **Representations and Warranties** – Contractor represents and warrants that:
- a) it has the full right and authority to enter into and perform under this Agreement;
 - b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
 - c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
 - d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.
7. **Indemnity** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit

acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and
- d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: "The content of this publication (journal article, etc) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, "Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH's logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the

Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.

- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, "Works") made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are "works made for hire", which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, ("Confidential Information"). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI's advance written consent.

13. Equal Opportunity, Non-Discrimination, and Notice of Labor Rights - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (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 this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation. **Contractor shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.**

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such

visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.

- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.
- d) If Contractor is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Contractor Veterans' Employment Report VETS-4212, Consultant certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.
- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.

- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
 - 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.

- 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 USC§ 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 CFR Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
 - c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
 - d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
 - e) Criminal Penalties for Acts Involving Federal Health Care Programs - Recipients and sub-recipients of Federal funds are subject to the strictures of 42 USC§ 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.
 - f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
 - g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
 - h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42. USC§ 1320a-7b (b) and should be recognizant of the risk of criminal and administrative liability under this statute, specifically under 42 USC§ 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
 - i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 USC §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
 - j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42. USC§ 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.

- k) **Whistleblower Policy:** Congress has enacted whistleblower protection statute 41 USC§ 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 USC§ 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 USC§ 4712) states that an "employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure "that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 USC§ 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC§ 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are

explained on the OCR website at

<http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.

- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity" , and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity" , and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment B

Program Specific Clauses to HRI General Terms and Conditions

SECTION 1:

- The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Final Voucher" no later than Thirty (30) days from termination of the Agreement."
- **Maximum Reimbursable Amount:** In the event that a **Maximum Reimbursable Amount** has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that the aggregate of all allowable costs paid under this deliverable-based contract **will not exceed the Maximum Reimbursable Amount**. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.

Health Research, Inc.
Riverview Center, 150 Broadway, Suite 280, Menands, NY 12204
MRC STTRONG Voucher Form

Contractor:

HRI Account Number(s):	GR150211101
Contract Dates:	06/01/23 - 05/31/25
HRI Contract Number:	
Payee's Reference:	

Current Report for Period:

	Contract Plan	Value of Deliverables Claimed on Current Report
Deliverable #1: Background Check Training Course (\$500 per MRC Max)	\$500	
Deliverable #2: MRC Background Check Policy Memorandum (\$4,000 per MRC Max)	\$4,000	
Deliverable #3: 2024 MRC Workshop (\$500 per day (2 days); \$1,000 per MRC Max)	\$1,000	
Deliverable #4: Production of a Unit Operational Playbook (\$4,000 per MRC Max)	\$4,000	
Deliverable #5: Spontaneous Unaffiliated Volunteer Plan (\$4,000 per MRC Max)	\$2,600	
TOTAL DELIVERABLES	\$12,100	

TOTAL CLAIMED THIS PERIOD: \$0

By signing this report, I hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

(For GRANTS / HRI Use)	
PI / Contract Manager:	Signature: _____ Date: _____
Reviewer:	Print Name: _____
HRI:	Title: _____
	Email: _____
	Phone #: _____

Submit vouchers to: NYSHPP@health.ny.gov

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 9

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES

Purpose and General Idea:

Authorization to Accept Funding from the NYS Office For People with Developmental Disabilities.

Summary of Specific Provisions:

Athorizes the acceptance of funding in the amount of \$53,309 from the NYS Office for People with Developmental Disabilities (OPWDD).

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from NYS OPWDD for the 4% COLA adjustment to OCS administration.

<u>Increase Revenue Code By:</u> A34310.349009 OPWDD Admin	\$2,050
<u>Decrease Use of Surplus By:</u> A.599 Surplus Appropriation	\$2,050

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

Justification:

Keith Brown, Director of Public Health, indicates that his annual funding, which is an increase of \$2,050 from 2023's allocation, will support the Schenectady County Office of Community Services' administration.

Sponsor: Legislator Ostrellich

Co-Sponsor:

COUNTY OF SCHENECTADY

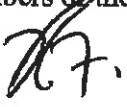


RORY FLUMAN
COUNTY MANAGER

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
Keith Brown, Director of Public Health
Jaclyn Falotico, Commissioner of Finance

Date: March 1, 2024

Re: Authorization to Accept Funding from the NYS Office for People with Developmental Disabilities

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization accept funding from the NYS Office for People with Developmental Disabilities in the amount of \$53,309. This annual funding, which is an increase of \$2,050 from 2023's allocation, will support the Schenectady County Office of Community Services' administration.

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

I recommend your approval.



**SCHENECTADY COUNTY
PUBLIC HEALTH SERVICES
INTEROFFICE MEMO**

TO: Rory Fluman, County Manager
FROM: Keith Brown, Public Health Director
RE: Legislative Action
Requesting Legislative Approval to Modify the 2024 Budget to Accept NYS OPWDD Funding

CC: Jennifer Bargy, Deputy County Manager
Jaclyn Falotico, Commissioner of Finance

DATE: 2/16/2024

Dear Rory,

Schenectady County Public Health Services (SCPHS) Office of Community Services has been notified by the NYS OPWDD of a 4% COLA adjustment to OCS administration. The prior allocation was \$51,259 and with the addition of the 4% COLA which equals \$2,050 brings the new allocation to \$53,309.

There is no cost to the County associated with these funds which decreases the county contribution to OCS administration. I am requesting Legislative approval to modify the county budget accordingly to accept these funds. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Public Health Director

County of Schenectady
620 State Street, 3rd 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, 2024
SUBJECT: Budget Amendment – Public Health/Office of Community Services NYS
OPWDD COLA Adjustment

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate additional funding from NYS OPWDD for the 4% COLA adjustment to OCS administration.

Increase Revenue Code By:

A34310.349009	OPWDD Admin	\$2,050
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Decrease Use of Surplus By:

A.599	Surplus Appropriation	\$2,050
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



Office for People With Developmental Disabilities

KATHY HOCHUL
Governor

KERRI E. NEIFELD
Commissioner

WILLOW BAER
Executive Deputy Commissioner

February 5, 2024

Darin Samaha, Director
Schenectady County Community Services
Schenectady County Mental Health Department
797 Broadway, Suite 304
Schenectady, NY 12308

Dear Mr. Samaha,

The New York State Office for People With Developmental Disabilities has approved State Aid to your county for 2024. In accordance with the 2023-24 State Budget passed by the Legislature, we are approving revised State Aid Amounts as outlined on the attached schedule. Please note that the schedule reflects funding categories according to program and funding types, as well as adjustments made to your State Aid levels.

The 2024 State Aid funding for Local Assistance is being adjusted to accommodate the cost-of-living adjustment (COLA) effective April 1, 2023 of 4.0 percent. The initial amounts for these initiatives were paid directly to the county to allocate to the eligible agencies. The annualized amounts included in the 2024 State Aid and reflected in the attached charts.

Furthermore, to improve accountability in the spending of OPWDD's limited State Aid and to identify the specific individuals who are being supported with these resources, OPWDD is requiring program information from agencies that have State Aid contracts in 2024. This information should include the type of program (services provided), the names of the individuals served, the address of where the individuals live, and TABS number if possible.

This information should be sent to: Nicole.Wixted@opwdd.ny.gov

In addition, in an effort to fully maximize federal funding, OPWDD continues to encourage counties to participate in the Federal Salary Sharing program through the Office of Mental Health. Federal Salary Sharing enables States and Counties to receive federal reimbursement for the portion of local government expenditures related to the administration and oversight of Medicaid programs.

Please note: There is a 10% hold back on the quarterly advances to the county. These funds will be released based on the submission of final county claim information.

Adjustments will be made, where appropriate, to reflect the transfer of workshop/day training funds to day habilitation/prevocational services under the waiver program.

Additionally, I want to remind you of several policies influencing State Aid:

- (1) Prior to receiving local assistance, the recipient agency must have applied for and received, or received formal notification of refusal, of all Federal Aid which may be appropriate for such services.

Executive Office

44 Holland Avenue, Albany, New York 12229-0001 | 866-946-9733 | www.opwdd.ny.gov

- (2) Purchase of equipment costing in excess of \$1,500, must be included on the equipment list of the County's Final Approved Local Assistance Budget. Equipment not included on the Final Budget will require written approval from the Developmental Disabilities Services Office prior to purchase.
- (3) Out of State travel must be approved in writing by the Developmental Disabilities Services Office prior to departure.
- (4) Agencies are allowed reimbursement for depreciation and interest on capital costs, which have not already been financed through State and/or Federal Aid for capital construction costs.
- (5) Operating costs may include interest incurred on any obligation, which is necessarily related to the efficient and economic delivery of approved services to persons with developmental disabilities.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Joan A. Volpe
Director, Region 3 Regional Field Office
Division of Service Delivery

Attachment

cc: Abiba Kindo, Deputy Commissioner, Regional Offices
Ann Marie Peterson, Associate Commissioner, Regional Field Offices
Christine Carey, Associate Commissioner, Fiscal Management, Division of Fiscal Policy & Management
Elizabeth Baker-Johnson, Assistant Director Central Operations, Division of Fiscal Policy & Management
Craig Rogers, Director of Budget Services
Kyle Sapkiewicz, Chief Budgeting Analyst
Steven Pommer, OPWDD Community Funding
Wendy Colonno, Deputy Director, Region 3
Ellen Serencsics, Manager, Quality Management & Fiscal Services, Region 3
Nicole Wixted, Fiscal Unit Leader, Region 3

Executive Office

44 Holland Avenue, Albany, New York 12229-0001 | 866-946-9733 | www.opwdd.ny.gov

NEW YORK STATE OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES

Capital District New York

2024 Local Assistance to the County Spending Plan

DISTRICT	COUNTY	CORPID	PROVIDER	FUNDING TYPE	2023 STATE AID	4/1/23 COLA @ 4.0%	2024 STATE AID
CAPITAL DISTRICT	SCHENECTADY	70440	ADMINISTRATION	Non-620	\$51,259	\$2,050	\$53,309

Executive Office

44 Holland Avenue, Albany, New York 12229-0001 | 866-946-9733 | www.opwdd.ny.gov

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 10

Title of Proposed Resolution:

A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORTS FOR SUBSTANCE USE DISORDER AND PROBLEM GAMBLING TREATMENT AND PREVENTION SERVICES

Purpose and General Idea:

Provides authorization for the Acceptance of Funding from the NYS Office of Addiction Services and Support

Summary of Specific Provisions:

Authorizes the acceptance of funding from the NYS Office of Addiction Services and Support in the amount of \$2,633,984.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept additional NYS OASAS State Aid.

Increase Appropriation Code By:

A544230.400602 Treatment Services	\$23,953	\$23,953
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Increase Revenue Code By:

A34230.348601 State Aid-OASAS		\$23,953
A34310.348603 Narcotic Addict Ctrl-Admin	\$1,374	\$25,327

Decrease Use of Surplus By:

A.599 Surplus Appropriation	\$1,374	
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Keith Brown, Public Health Director, indicates that this funding supports the work associated with the Schenectady County Office of Community Services as well as work performed by New Choices Recovery Center Treatment Services.

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

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
Keith Brown, Director of Public Health
Jaclyn Falotico, Commissioner of Finance

Date: March 1, 2024

Re: Authorization to Accept Funding from the NYS Office of Addiction Services and Support

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization to accept our annual funding from the NYS of Addiction Services and Support in the amount of \$2,633,984. As Mr. Brown indicates, this funding supports work associated with the administration of the Schenectady County Office of Community Services, as well as work performed by New Choices Recovery Center Treatment Services.

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

I recommend your approval.



**SCHENECTADY COUNTY
PUBLIC HEALTH SERVICES
INTEROFFICE MEMO**

TO: Rory Fluman, County Manager
FROM: Keith Brown, Public Health Director
RE: Legislative Action
Requesting Legislative Approval to Modify the 2024 Budget to Accept Additional NYS OASAS State Aid.

CC: Jennifer Bargy, Deputy County Manager
Jaclyn Falotico, Commissioner of Finance

DATE: 2/20/2024

Dear Rory,

Schenectady County Public Health Services (SCPHS) Office of Community Services has been notified by the NYS OASAS in its most recent state aid letter that they will be receiving additional funding reflecting adjustments made to treatment services, state aid and narcotics administration.

Funding increases in this State Aid letter impact the Office of Community Services Administration and New Choices Recovery Center Treatment Services.

These are a pass-through funds and there is no cost to the County associated with their receipt. I am requesting Legislative approval to modify the 2024 budget to accept these funds. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Public Health Director

County of Schenectady
620 State Street, 3rd 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, 2024
SUBJECT: Budget Amendment – Public Health/Office of Community Services NYS
OASAS State Aid Adjustment

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept additional NYS OASAS State Aid.

Increase Appropriation Code By:

A544230.400602	Treatment Services	<u>\$23,953</u>
		\$23,953

Increase Revenue Code By:

A34230.348601	State Aid-OASAS	\$23,953
A34310.348603	Narcotic Addict Ctrl-Admin	<u>\$1,374</u>
		\$25,327

Decrease Use of Surplus By:

A.599	Surplus Appropriation	<u>\$1,374</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



**Office of Addiction
Services and Supports**

OASAS. Every Step of the Way.

KATHY HOCHUL
Governor

CHINAZO CUNNINGHAM, MD
Commissioner

December 2023

Dear LGU Director:

The enclosed *State Aid Funding Authorization (SAFA)* for the 2024 local fiscal period reflects your **tentative** base funding levels for the Office of Addiction Services and Supports (OASAS) supported substance use disorder and problem gambling treatment, prevention, recovery, and harm reduction services in your County. Final approved funding will be determined after the 2024-25 State Budget is passed.

Tentative base funding levels are the result of our Program Performance Review process, which was recently completed by OASAS Regional Offices and Bureau of Budget Management staff. If you have any questions regarding base funding levels, please contact your Regional Office representative.

The enclosed *SAFA* may reflect the following adjustments for the 2023 local fiscal period, if applicable:

- the return to appropriate base funding for programs which had one-time adjustments during the 2023 local fiscal period;
- adjustments to Funding Source codes to identify State and/or Federal funding for treatment, prevention, and recovery services;
- the inclusion of initiative codes to identify specific services;
- funding increases related to the minimum wage increase effective January 1, 2024; and
- the annualization of 2023 funding changes.

Please note that any State aid changes related to the minimum wage increase as included in the 2023-24 Enacted budget, are only included if the requested information has been received and processed by OASAS. Questions related to minimum wage may be addressed to OASASBudget@oasas.ny.gov.

Outstanding Budget Issues

There may be programs on the 2024 *SAFA* marked with a restriction code. These restrictions indicate that there are unresolved reporting or budget issues with the program. No advance payments can be made for programs with a restriction until the pending issues are resolved and the restriction is removed. Please contact your Regional Office representative to discuss any outstanding issues and required actions.

2024 Program, Funding, Funding Source, Restriction and Initiative Codes and State Aid Timeline

Enclosed are a listing of updated program codes and an updated listing of funding, funding source, restriction, and initiative codes used on the 2024 *SAFA*, as well as an updated OASAS State Aid Timeline. The Timeline outlines OASAS' requirements for submission of documents and payment of

501 7th Avenue | New York, New York 10018-5903 | oasas.ny.gov | 646-728-4760

1450 Western Avenue | Albany, New York 12203-3526 | oasas.ny.gov | 518-473-3460

State Aid advances, including when advances will be withheld for failure to submit required documents to OASAS.

OASAS State Aid Funding Requirements

The enclosed **OASAS STATE AID FUNDING REQUIREMENTS** is affixed to the SAFA and communicates OASAS and Federal requirements and restrictions on the use of State Aid funding. This enclosure, or the information contained therein, **must be included as part of your contracts with local service providers.**

In addition, the enclosed **SAFA Funding Requirements Attestation** form must also be completed and returned to OASAS by March 31, 2024. Completion of this form is a requirement to ensure compliance with State and Federal requirements. **Failure to return the completed form by March 31, 2024 will result in the withholding of future advance payments.**

Advance Payments to Local Contractors

The OASAS State Aid Funding Requirements require Local Governmental Units (LGUs) to **forward advance payments to all local contract funded service providers within 30 days of receipt of the advance by the LGU.** See the OASAS State Funding Requirements Section B for additional information.

Federal Funding Notification

Provider agencies receiving Federal Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) funding are designated on the SAFA with the funding source code 013F. The Federal SUBG funding is awarded by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA). The current award information is listed below:

- FAIN: B08TI085824
- CFDA No. 93.959
- Award Period: 10/01/22 – 09/30/24

OASAS will provide email notifications to providers and counties of required grant material and any updates. Providers are required to confirm receipt of any grant-related information to continue receiving funds. **Please continue to encourage your providers to maintain up-to-date contact information in the OASAS Provider Directory System.**

Submission of Claims

Final claims for the 2024 calendar year period are due by June 1, 2025. Failure to meet the June 1st submission deadline will result in withholding of advance payments. Please also note that any 2024 calendar year claims submitted after December 31, 2025 will not be accepted.

After reviewing the enclosed 2024 SAFA, please sign it indicating your receipt and return a copy no later than March 31, 2024 to Grants@oasas.ny.gov or by mail to:

509 7th Avenue | New York, New York 10018-5903 | oasas.ny.gov | 646-728-4766

1450 Western Avenue | Albany, New York 12203-3526 | oasas.ny.gov | 518-473-3460

NYS Office of Addiction Services and Supports
Bureau of Contracts and Procurement
1450 Western Avenue - 5th Floor
Albany, New York 12203-3526

The signed *SAFA* must be returned in addition to the *SAFA Funding Requirements Attestation*. Failure to return the signed *SAFA Funding Requirements Attestation* will result in the withholding of future advance payments.

Should you have a concern with the amounts identified on the 2024 *SAFA* or other questions concerning the enclosed *SAFA* document, please contact your Regional Office representative.

Sincerely,



Nathaniel H. Beyer
Deputy Director, Bureau of Contracts and Procurements

Enclosures

cc/w/encs.: LGU
OASAS Regional Office
OASAS Bureau of Budget Management

501 7th Avenue | New York, New York 10018-5903 | oasas.ny.gov | 646-728-4760
1450 Western Avenue | Albany, New York 12203-3526 | oasas.ny.gov | 518-473-3460

New York State Office of Addiction Services and Supports
State Aid Funding Authorization

County: Schenectady (47)

Region: Hudson

Fiscal Year : 2024

As of: 12/29/2023

Agency Number/Name	Init Code	Program Code/Index	PRU Direct	Gross	Revenue	Net	Approved Budgeted Amounts			Approved State Aid	Local Share	Non-Funded	Restr. Code
							Funded	Net Code/Source	One-time				
35060	3078	00	52390	220,509	108,935	111,574	111,574	013S	0	111,574	0	0	0
Alcoholism and Substance Abuse Council of Schenectady County, Inc. d/b/a New Choices Recovery Center	3520	00	52777	1,499,998	1,092,674	407,324	407,324	013S	0	407,324	0	0	0
	3	3600	00	53548	362,449	312,549	312,549	013S	0	312,549	0	0	0
	3	3600	01	53547	379,800	388,976	388,976	013S	0	388,976	0	0	0
	3	3600	02	53549	614,628	311,757	302,871	013S	0	302,871	0	0	0
	3	3600	03	53546	644,850	400,896	243,954	013S	0	243,954	0	0	0
	JB	4084	00	53390	200,000	0	200,000	013S	0	200,000	0	0	0
	5520	00	90886	523,795	0	523,795	523,795	013S	0	523,795	0	0	0
	Agency 35060 Total:			5,147,554	2,656,511	2,491,043	2,491,043	All	0	2,491,043	0	0	0
70440	0890	00	70500	70,739	11,505	59,234	59,234	013S	3,426	55,808	3,426	0	0
Schenectady County Office of Community Services	5990	00	52494	142,557	55,424	87,133	87,133	013S	0	87,133	0	0	0
	Agency 70440 Total:			213,296	66,929	146,367	146,367	All	3,426	142,941	3,426	0	0

County Schenectady (47) Summary - All Agencies:
Less Direct Contracts/DASNY:

Approved LGU Funding:

5,360,850	2,723,440	2,637,410	2,637,410	All	2,633,984	3,426	0
0	0	0	0	All	0	0	0
5,360,850	2,723,440	2,637,410	2,637,410	All	2,633,984	3,426	0

Signature _____ Date _____

OASAS

Increase					
Exp	A544230.400602	Treatment Services	\$	23,953	
Rev	A34230.348601	State Aid-OASAS	\$	23,953	
Rev	A34310.348603	Narcotic Addict Ctrl-Admin	\$	1,374	

OMH

Increase					
Exp	A544322.400601	Case Mgt Services-Adults	\$	138,839	
Exp	A544322.400604	Residential Services-Adults	\$	1,452	
Exp	A544322.400605	Vocational Services-Adults	\$	2,571	
Exp	A544322.400606	Community Support Prog-Adults	\$	5,805	
Exp	A544322.400607	Case Mgt Services-Child & Youth	\$	2,928	
Exp	A544322.400610	Vocational Services-Child/Youth	\$	917	
Exp	A544322.400611	Community Support Svcs-Child/Youth	\$	268,596	
Rev	A34322.349001	Mental Health Services	\$	148,667	
Rev	A34322.349006	Mental Health Services-Child & Youth	\$	194,537	
Rev	A34310.349007	Mental Health Services-Admin	\$	7,180	
Decrease	Exp	A544322.400608	Outreach/Intervention Svc-Child	\$	(77,904)

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 11

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF MENTAL HEALTH

Purpose and General Idea:

Provides Authorization to Accept Funding from the NYS Office of Mental Health.

Summary of Specific Provisions:

Authorizes the acceptance of funding in the amount of \$5,272,800 from the NYS Office of Mental Health (NYSOMH). This grant funding can be used for expenses incurred from the beginning of January 1, 2024 and ending December 31, 2024.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget for Community Services to accept additional NYS Office of Mental Health State Aid.

Increase Expense Codes By:

A544322.400601	Case Mgt Services-Adults	\$138,839
A544322.400604	Residential Services-Adults	\$1,452
A544322.400605	Vocational Services-Adults	\$2,571
A544322.400606	Community Support Prog-Adults	\$5,805
A544322.400607	Case Mgt Services-Child & Youth	\$2,928
A544322.400610	Vocational Services-Child/Youth	\$917
A544322.400611	Community Support Svcs-Child/Youth	\$268,596

Decrease Appropriation Code By:

A544322.400608	Outreach/Intervention Svc-Child	\$77,904
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Increase Revenue Code By:

A34322.349001	Mental Health Services	\$148,667
A34322.349006	Mental Health Services-Child & Youth	\$194,537
A34310.349007	Mental Health Services-	\$7,180
		\$350,384

Decrease Use of Surplus By:

A.599	Surplus Appropriation	\$7,180
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Keith Brown, Public Health Director, indicates this funding supports the work performed by Mohawk Opportunities, Rehabilitation Support Services, the YMCA, and Ellis Hospital. Specifically, it will support the cost-of-living allowances for the 143 supported housing beds, Mohawk Opportunities 'Assertive Community Team which delivers mental health services to patients in the community, as well as Ellis Hospital's Personalized Recovery Oriented Service Program.

Sponsor: Legislator Ostrelich

Co-Sponsor:

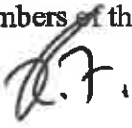
COUNTY OF SCHENECTADY



RORY FLUMAN
COUNTY MANAGER

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

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

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
Keith Brown, Director of Public Health
Jaclyn Falotico, Commissioner of Finance
Date: March 1, 2024
Re: Authorization to Accept Funding from the NYS Office of Mental Health

Attached is a memorandum from Keith Brown, Director of Public Health, requesting authorization accept our annual funding from the NYS of Mental Health in the amount of \$5,272,800.

As Mr. Brown indicates, this funding supports work performed by Mohawk Opportunities, Rehabilitation Support Services, the YMCA, and Ellis Hospital. Specifically, it supports Cost of Living Allowances for 143 Supported Housing beds, Mohawk Opportunities' Assertive Community Team which delivers mental health services to patients in the community, and Ellis Hospital's Personalized Recovery Oriented Service program.

This funding can be used for expenses incurred in the period beginning January 1, 2024 and ending December 31, 2024.

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

I recommend your approval.



**SCHENECTADY COUNTY
PUBLIC HEALTH SERVICES
INTEROFFICE MEMO**

TO: Rory Fluman, County Manager
FROM: Keith Brown, Public Health Director
RE: Legislative Action
Requesting Legislative Approval to Modify the 2024 Budget to Accept Additional NYS OMH State Aid.

CC: Jennifer Bargo, Deputy County Manager
Jaclyn Falotico, Commissioner of Finance

DATE: 2/20/2024

Dear Rory,

Schenectady County Public Health Services (SCPHS) Office of Community Services has been notified by the NYS OMH in its most recent state aid letter that they will be receiving additional funding to support several initiatives.

Funding increases in the state aid letter include Cost of Living Allowances for 143 Supported Housing beds which positively impacts Mohawk Opportunities, Rehabilitation Support Services and the YMCA.

Additionally, there is increased funding for the Assertive Community Treatment Team (ACT) operated by Mohawk Opportunities to create an Employment Specialist Position. The ACT team is the highest level of outpatient mental health care in the community and operates similarly to a mobile mental health clinic with services delivered to the patient in the community.

There is also a funding increase for the Personalized Recovery Oriented Service (PROS) program operated by Ellis Hospital based on a COLA increase and funding recalculation based on census data. The PROS program is a psychoeducational program designed to assist program participants in meeting goals related to work, education, living independently and improving mental health.

These are a pass-through funds and there is no cost to the County associated with their receipt. I am requesting Legislative approval to modify the 2024 budget to accept these funds. Thank you for your assistance with this request.

Sincerely,

Keith Brown, MPH
Public Health Director

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *WF*
DATE: February 28, 2024
SUBJECT: Budget Amendment – Public Health/Office of Community Services NYS
OMH State Aid Adjustment

The Department of Finance provides the following amendment to the 2024 Operating Budget for Community Services to accept additional NYS Office of Mental Health State Aid.

Increase Expense Codes By:

A544322.400601	Case Mgt Services-Adults	\$138,839
A544322.400604	Residential Services-Adults	\$1,452
A544322.400605	Vocational Services-Adults	\$2,571
A544322.400606	Community Support Prog-Adults	\$5,805
A544322.400607	Case Mgt Services-Child & Youth	\$2,928
A544322.400610	Vocational Services-Child/Youth	\$917
A544322.400611	Community Support Svcs-Child/Youth	\$268,596

Decrease Appropriation Code By:

A544322.400608	Outreach/Intervention Svc-Chld	<u>\$77,904</u>
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Increase Revenue Code By:

A34322.349001	Mental Health Services	\$148,667
A34322.349006	Mental Health Services-Chld & Youth	\$194,537
A34310.349007	Mental Health Services-Admin	\$7,180
		<u>\$350,384</u>

Decrease Use of Surplus By:

A.599	Surplus Appropriation	<u>\$7,180</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.



Office of Mental Health

KATHY HOCHUL

Governor

ANN MARIE T. SULLIVAN, M.D.

Commissioner

MOIRA TASHJIAN, MPA

Executive Deputy Commissioner

December 29, 2023

Darin Samaha
Director
Schenectady County
Schenectady, NY 12305-3111

Dear Director Samaha:

The NYS Office of Mental Health (OMH) is issuing your January 1, 2024 to December 31, 2024 State Aid Letter (SAL) to reflect your latest allocation. Your total allocation amount currently is \$5,272,800. The allocations authorized in this letter include the full annual funding for initiatives previously authorized as well as:

Federal Funds CMHS FSC 041H, 041Z, 044C, and 044S: FFY 2021 CMHS Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA) awards are allocated for awards issued to date.

Federal Funds CMHS FSC 041 and 044: The FFY 2022 awards are allocated with the January 1, December 2023 payment dates.

Please ensure the County Allocation Tracker (CAT) is updated to agree with the State Aid Letter allocations and reflects all county contracts funded with State Aid. Questions pertaining to the CAT can be directed to your Field Office.

Guidelines for completion of the Consolidated Fiscal Report (CFR), which includes the Consolidated Claim Report (CCR), can be accessed through the OMH website: <https://omh.ny.gov/omhweb/finance/main.htm>. The CFR must be completed by service providers that receive funding to operate an OMH program, operate an OMH certified program or are authorized to operate an OMH program through a designation process. If any of your providers need assistance in completing these forms, they should contact the OMH CFR Unit at CFR@omh.ny.gov.

The Aid to Localities Spending Plan Guidelines, which outline the rules and intent of the funding, can be obtained through your Field Office. Please share these guidelines with your subcontract providers so that they may become familiar with the guidelines that apply to them and refer to the guidelines as necessary.

As a reminder, failure to submit the CAT, and/or CFR/CCR schedules in a timely manner may result in the delay of subsequent State Aid payments and/or Medicaid payments.

Inherent in OMH's budget and claiming policy is the expectation that your department will monitor expenditures against budgeted costs throughout the year. Please notify your OMH Field Office of any significant fiscal or programmatic problems as soon as they become known.

If you have questions regarding any local mental health fiscal issues, including questions regarding the information or instructions that are included in this letter, please call Constance Bowens at OMH Hudson River Field Office at (845) 454-8229.

Sincerely,

**Kristyn Blakley, Assistant Director
Community Budget & Financial Management**



Aid to Localities Financial System

Attachment A

Funding Source Allocation Table

County Code: 47 County Name: Schenectady

Year: 2024 Amendment: 2 - 12/29/2023 4:03:08 PM

Print Date : 12/30/2023 09:30 AM
 Printed By : LPALDXX
 Page : 1 of 3

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changes from Prior Letter	Fiscal Year Revised Annualized Value	Beds	
Local Assistance	001A	GS	\$46,556	\$0	\$46,556	\$0	\$0	\$0	\$0	
Community Support Services	014	GS	\$151,396	\$0	\$151,396	\$0	\$0	\$0	\$0	
Adult Case Management & ACT	034J	GS	\$161,462	\$0	\$161,462	\$0	\$0	\$0	\$0	
Remarks										
State aid of \$17,964 per quarter (\$71,857 AV) to enhance rehabilitation and employment services through Assertive Community Treatment (ACT) effective 1/1/2024. Funding to support FTE Individualized Placement Services (IPS) Employment Specialist. Details about the ACT IPS Employment Specialist will be distributed in an OMH side-letter.										
Effective 4/1/23, increase of \$72 (FAV:\$96) represents the 4% COLA funding increase (effective 4/1/23) for program code 2720 (Non-Medicare Care Coordination).										
Effective 1/1/23, increase of \$22 represents the 1/1/23 - 3/31/23 value of the minimum wage funding increase (effective 1/1/23) for the ACT Program.										
Effective 4/1/23, increase of \$2,446 (FAV: \$3,261) represents the 4/1/23 - 12/31/23 value of the minimum wage (effective 1/1/23) & 4% COLA (effective 4/1/23) funding increases for the ACT Program.										
Peer & Rehab. Sup.	037A	GS	\$95,716	\$0	\$95,716	\$0	\$0	\$0	\$0	
PROS State Aid	037P	GS	\$116,000	\$0	\$116,000	\$0	\$0	\$0	\$0	
Remarks										
Effective 1/1/2024, PROS Residual State Aid and PROS Vocational Initiative funding recalculated based upon monthly census data reported in CAIRS. CY 2023 funding increases are Ellis Hospital PROS SA \$44,807 Voc \$71,191.										
Effective 04/01/2023, PROS Residual State Aid and PROS Vocational Initiative funding is being increased based upon the 4% COLA effective 04/01/2023. CY 2023 funding increases are Ellis Hospital PROS SA \$1,308 Voc \$2,040.										
Dwyer Veteran P2P	038F	GS	\$4,200	\$105,000	\$109,200	\$0	\$0	\$0	\$0	
Forensics	039J	GS	\$32,772	\$0	\$32,772	\$0	\$0	\$0	\$0	
Clinical Infrastructure-Adult	039P	GS	\$57,560	\$0	\$57,560	\$0	\$0	\$0	\$0	
Clinical Infrastructure-C&F	046A	GS	\$133,616	\$0	\$133,616	\$0	\$0	\$0	\$0	
Emergency Services C&F	046G	GS	\$273,405	\$0	\$273,405	\$0	\$0	\$0	\$0	
Community Support Programs-C&F	046L	GS	\$339,812	\$0	\$339,812	\$0	\$0	\$0	\$0	
Supported Housing	078	GS	\$2,214,321	\$0	\$2,214,321	\$0	\$0	\$0	146	



Attachment A
Funding Source Allocation Table
 County Code: 47 County Name: Schenectady
 Year: 2024 Amendment: 2 - 12/29/2023 4:03:08 PM

Print Date : 12/30/2023 09:30 AM
 Printed By : LPALDKK
 Page : 2 of 3

Funding Source	Code	Type	Prior Letter Allocation	Allocation Changes Since Prior Letter	Revised Current Fiscal Year Allocation	Annualized Value from Prior Letter	Annualized Value Changed from Prior Letter	Fiscal Year Revised Annualized Value	Beds
Remarks									
Effective 1/1/24, 3 beds and \$44,891 are being moved from FSC 200C to FSC 078.									
Effective 4/1/23, a \$508 per bed stipend increase are being allocated for 143 SH beds. The first year value of this increase is \$128,593. The full annual value is \$171,457.									
Prior Year Liability	122P	GS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Expanded Community Support Adult	142A	GS	\$221,864	\$0	\$221,864	\$0	\$0	\$0	\$0
Traits. Mgmt. Kendra's	170B	GS	\$47,080	\$0	\$47,080	\$0	\$0	\$0	\$0
MGP Admin Kendra's	170C	GS	\$5,588	\$0	\$5,588	\$0	\$0	\$0	\$0
Com. Reinvestment	200	GS	\$752,540	\$0	\$752,540	\$0	\$0	\$0	\$0
Supported Housing - Workforce RIV	200C	GS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remarks									
Effective 1/1/24, 3 beds and \$44,891 are being moved from FSC 200C to FSC 078.									
Effective 4/1/23, a \$508 per bed stipend increase are being allocated for 3 SH beds. The first year value of this increase is \$2,898. The full annual value is \$3,897.									
Homeless/MICA	300	GS	\$36,696	\$0	\$36,696	\$0	\$0	\$0	\$0
Commissioner's Perf.	400	GS	\$37,272	\$0	\$37,272	\$0	\$0	\$0	\$0
Health Home	570	GS	\$182,863	\$0	\$182,863	\$0	\$0	\$0	\$0
Kids Health Home Care Management	570K	GS	\$94,816	\$0	\$94,816	\$0	\$0	\$0	\$0
MRT Supported Housing Beds	580	GS	\$149,613	\$0	\$149,613	\$0	\$0	\$0	10
Funding Reduction/COLA	965	GS	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Personnel Services Enhancements	965S	GS	\$12,652	\$0	\$12,652	\$0	\$0	\$0	\$0
Grand Total:			\$5,167,800	\$105,000	\$5,272,800	\$0	\$0	\$0	\$0



Attachment A
Funding Source Allocation Table
County Code: 47 County Name: Schenectady
Year: 2024 Amendment: 2 - 12/29/2023 4:03:08 PM

Print Date : 12/30/2023 09:30 AM
Printed By : LPALDJK
Page : 3 of 3



**State Aid Letter
Case Management Report
County Code/Name: 47 - Schenectady**

Print Date: 12/30/2023 09:30 AM
Printed By: fpaokk
Page: 1 of 1

Funding Source Code: Funding Source Name:

OASAS

Increase					
Exp	A544230.400602	Treatment Services	\$		23,953
Rev	A34230.348601	State Aid-OASAS	\$		23,953
Rev	A34310.348603	Narcotic Addict Ctrl-Admin	\$		1,374

OMH

Increase					
Exp	A544322.400601	Case Mgt Services-Adults	\$		138,839
Exp	A544322.400604	Residential Services-Adults	\$		1,452
Exp	A544322.400605	Vocational Services-Adults	\$		2,571
Exp	A544322.400606	Community Support Prog-Adults	\$		5,805
Exp	A544322.400607	Case Mgt Services-Child & Youth	\$		2,928
Exp	A544322.400610	Vocational Services-Child/Youth	\$		917
Exp	A544322.400611	Community Support Svcs-Child/Youth	\$		268,596
Rev	A34322.349001	Mental Health Services	\$		148,667
Rev	A34322.349006	Mental Health Services-Child & Youth	\$		194,537
Rev	A34310.349007	Mental Health Services-Admin	\$		7,180
Decrease	Exp	A544322.400608	Outreach/Intervention Svc-Child	\$	(77,904)

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 12

Title of Proposed Resolution:

A RESOLUTION CREATING A CERTAIN POSITION IN THE SCHENECTADY COUNTY PUBLIC HEALTH SERVICES.

Purpose and General Idea:

Provides Authorization to Create Positions in the County Manager’s Office.

Summary of Specific Provisions:

Authorizes the creation of a Community Opioid Response Manager position in the County Manager's Office.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to create a new position within the Office of Community Services to manage the influx of Opioid Settlement Funding. This position will be in the Management salary table with a base salary of \$95,000.

Create/Increase Expense Code By:

A514310.01797 Community Opioid Response Manager		\$74,904
A51430.130000 Longevity	\$9,465	\$84,369

Increased Use of Fund Balance

A.599 Surplus Appropriation		\$84,369
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Rory Fluman, County Manager, indicated that this position coordinates the fiscal and administrative management of the National Opioid Settlement Fund as well as the NYS Opioid Settlement Fund Abatement program. The incumbent will be responsible for overseeing the development, administration, budget, grant management, and reporting for the County’s Opioid settlement program. As part of this work, the Community Opioid Response Manager will work with County staff, community partners, healthcare providers, and other government agencies on community overdose prevention, education, harm reduction, treatment opportunities, and recovery efforts.

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

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
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: March 1, 2024

RE: Authorization to Create Position at Public Health Services

I am requesting authorization to create the position of Community Opioid Response Manager at Public Health Services. This position will be responsible for overseeing the development, administration, budget, grant management, and reporting for the County's Opioid Settlement program. As part of this work, the Community Opioid Response Manager will work with County staff, community partners, healthcare providers, and other government agencies on community overdose prevention, education, harm reduction, treatment opportunities, and recovery efforts.

This position is 100% funded by opioid settlement funds.

The attached memoranda from Jaclyn Falotico, Commissioner of Finance, and Joe McQueen, Director of Human Resources, detail the actions necessary to create the position. The Schenectady County Civil Service Board has already approved this position.

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: February 29, 2024
SUBJECT: Budget Amendment – Public Health Office of Community Services
Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to create a new position within the Office of Community Services to manage the influx of Opioid Settlement Funding. This position will be in the Management salary table with a base salary of \$95,000.

Create/Increase Expense Code By:

A514310_01797	Community Opioid Response Manager	\$74,904
A51430.130000	Longevity	<u>\$9,465</u>
		\$84,369

Increased Use of Fund Balance

A.599	Surplus Appropriation	\$84,369
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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: July 28, 2022
Re: Creation of Position in Public Health Services

The Office of Public Health Services has requested the creation of the position Community Opioid Response Manager within the Office of Community Services.

I recommend the creation of the position Community Opioid Response Manager at a JC10.

No additional action is necessary by the Civil Service Commission.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 13

Title of Proposed Resolution:

A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO PROVIDE FUNDING FOR IMPROVEMENTS TO THE GLENDALE NURSING HOME

Purpose and General Idea:

Provides Authorization to amend the 2024 Operating Budget for a Relgist Chapel at the Glendale Nursing Home Utilizing Funds From the Cleo F. Emmer Trust.

Summary of Specific Provisions:

Authorizes the amendment of the 2024 Operating Budget to use \$22,500 in funding from the Cleo F. Emmer Trust for the construction of a Relgist Chapel at the Glendale Nursing Home.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget at Glendale Home to use the funds in the Cleo Emmer Trust to build a chapel for the benefit of residents. Funds from the trust will be used to replenish the fund balance for monies spent at the close of the fiscal year.

Increase Expense Code By:

G548350.40094 Cleo F. Emmer Revocable Trust	\$22,500
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Increase Revenue Code By:

G266030.270530 Gifts and Donations – Misc.	\$22,500
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Todd Zbytniewski, Nursing Home Administrator, indicated that in 2019 the Glendale Home was named the beneficiary in the Cleo F. Emmer Revocable Trust in the amount of \$25,000. Ms. Emmer was a member of a volunteer group that would provide entertainment to Glendale's residents and donated these funds to be used to make specific facility and service improvements such as the construction of a Relgist Chapel at the Glendale Nursing Home.

Sponsor: Legislator Ostrellich
Co-Sponsor:

COUNTY OF SCHENECTADY

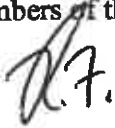


RORY FLUMAN
COUNTY MANAGER

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
Todd M. Zbytniewski, Nursing Home Administrator
Jaclyn Falotico, Commissioner of Finance

Date: March 1, 2024

RE: Authorization to Amend the 2024 Budget for a Religious Chapel at the Glendale Nursing Home Utilizing Funds from the Cleo F. Emmer Trust


Attached is a memorandum from Todd M. Zbytniewski, Nursing Home Administrator, requesting authorization to amend the 2024 Budget to accommodate the construction of a non-denominational chapel at the Glendale Nursing Home. This project will utilize \$22,500 in funding from the Cleo F. Emmer Revocable Trust, which the County received in 2019.

Also attached, is a memorandum from Jaclyn Falotico, Commissioner of Finance, detailing the corresponding budget amendment.

I recommend your approval.



Memo

TO: Rory Fluman, County Manager
FROM: Todd M. Zbytniewski, Administrator 
DATE: March 1, 2024
SUBJECT: Budget Amendment for Cleo F. Emmer Trust

In March of 2019, a resident of Glendale Home, Cleo F. Emmer passed. A short time after her passing, Glendale was notified that Ms. Emmer gifted \$25,000 to the facility. The gift was restricted for uses that will benefit the residents.

In honor of Ms. Emmer's bequest, Glendale Home would like to use those funds toward the creation of a non-denominational chapel that can be used by residents. The space will be more suitable for worship services. It will also provide the residents a spiritual space they may use at any time.

I am requesting to transfer funds in the amount of \$22,500 from the Cleo F. Emmer Revocable Trust account to account code G548350-40094, so that these funds may be used toward the creation of the chapel.

Thank you for your consideration.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: February 29, 2024
SUBJECT: Budget Amendment – Glendale – Cleo Emmer Trust

The Department of Finance provides the following amendment to the 2024 Operating Budget at Glendale Home to use the funds in the Cleo Emmer Trust to build a chapel for the benefit of residents. Funds from the trust will be used to replenish the fund balance for monies spent at the close of the fiscal year.

Increase Expense Code By:

G548350.40094	Cleo F. Emmer Revocable Trust	\$22,500
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Increase Revenue Code By:

G266030.270530	Gifts and Donations – Misc.	\$22,500
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Health, Housing and Human Services
Dual Reference: Ways and Means
Initiative: HHHS 14

Title of Proposed Resolution:

A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO ESTABLISH AN OPIOID SETTLEMENT FUNDS RESERVE ACCOUNT

Purpose and General Idea:

Provides Authorization to Establish an Opioid Settlement Funds Reserve

Summary of Specific Provisions:

Authorization to establish an Opioid Settlement Funds Reserve for unused revenue funds specifically related to opioid settlement funds received from the pharmaceutical settlements

Effects Upon Present Law:

In working through associated tasks related to the close of the 2023 fiscal year, the NYS Office of the State Comptroller is directing all direct recipients of opioid settlement funds to establish a reserve account. The purpose of this is for unused revenue funds to be placed in a specified account until an expenditure is identified.

The opioid settlement funds impacted by this action are only those we directly receive from the pharmaceutical settlements and not those coming from NYS OASAS. The NYS Office of the State Comptroller has stated that guidance is forthcoming for those funds.

At this time, the Department of Finance requests that the Schenectady County Legislature establish an Opioid Settlement Funds Reserve.

Thank you for your consideration.

Justification:

Jaclyn Falotico, Commissioner of Finance, indicates, there are additional opioid settlement funds that will come from the NYS Office of Opioid Addiction Services and Supports, but the County has not received guidance yet related to those unused funds.

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

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

Date: March 1, 2024

RE: Authorization to Establish an Opioid Settlement Funds Reserve

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, requestion authorization to establish an Opioid Settlement Funds Reserve for unused revenue funds specifically related to opioid settlement funds received from the pharmaceutical settlements. As Ms. Falotico indicates, there are additional opioid settlement funds that will come from the NYS Office of Opioid Addiction Services and Supports, but the County has not received guidance yet related to those unused funds.

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaelyn Falotico, Commissioner of Finance *JF*
DATE: February 29, 2024
SUBJECT: Request to Establish Opioid Settlement Funds Reserve

In working through associated tasks related to the close of the 2023 fiscal year, the NYS Office of the State Comptroller is directing all direct recipients of opioid settlement funds to establish a reserve account. The purpose of this is for unused revenue funds to be placed in a specified account until such time as an expenditure is identified.

The opioid settlement funds impacted by this action are only those we directly receive from the pharmaceutical settlements and not those coming from NYS OASAS. The NYS Office of the State Comptroller has stated that guidance is forthcoming for those funds.

At this time, the Department of Finance requests that the Schenectady County Legislature establish an Opioid Settlement Funds Reserve.

Thank you for your consideration.



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 1, 2024
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 4, 2024 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 AT THE CONFLICT DEFENDER'S OFFICE AND AT THE PUBLIC DEFENDER'S OFFICE	Legislator Frisoni	
LCS	2 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICES OF THE CONFLICT DEFENDER AND THE PUBLIC DEFENDER AND TO PROVIDE BUDGETARY AMENDMENTS TO FUND THE RESTRUCTURING OF SUCH TITLES	Legislator Patierne	
LCS	3 A RESOLUTION TO CREATE A CERTAIN POSITION AT THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Patierne	

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
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 AT THE CONFLICT DEFENDER'S OFFICE AND AT THE PUBLIC DEFENDER'S OFFICE

Purpose and General Idea:

Provides Authorization to Eliminate and Create Positions at the Public Defender's Office and the Conflict Defender's Office.

Summary of Specific Provisions:

Authorization to eliminate the position of Confidential Investigator in each of the Public Defender's Office and Conflict Defender's Office and create the position of Senior Confidential Investigator (CSEA Grade 18) in each of the Public Defender's Office and Conflict Defender's Office.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to create a new position of Senior Confidential Investigator within the Offices of the Public Defender and Conflict Defender and eliminate one position of Confidential Investigator from each office.

Create/Increase Expense Code By:

A511170_01784	Senior Confidential Investigator-PD	\$63,279
A511173_01784	Senior Confidential Investigator-CD	\$63,279

Decrease Expense Code By:

A511170_01783	Confidential Investigator-PD	\$51,272
A511173_01783	Confidential Investigator-CD	\$51,272

Increased Use of Fund Balance

A.599	Surplus Appropriation	\$24,014
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

Creating the positions of Senior Confidential Investigator in each of the Public Defender's offices and the Conflict Defender's offices would better accommodate the needs of these offices and allow them to retain qualified investigators.

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

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 Signore, Public Defender
Tracey Chance, Conflict Defender
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Director of Human Resources

Date: March 1, 2024

RE: Authorization to Eliminate and Create Positions at the Public Defender's Office and the Conflict Defender's Office

I am requesting authorization to eliminate the position of Confidential Investigator in each of the Public Defender's Office and Conflict Defender's Office and create the position of Senior Confidential Investigator (CSEA Grade 18) in each of the Public Defender's Office and Conflict Defender's Office. These changes would better accommodate the needs of those offices and allow them to retain qualified investigators.

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, 3rd Floor,
Schenectady, N. Y. 12305
(518) 388-4260
(518) 388-4248 Fax

County Finance

Memo

TO: Rory Fluman, County Manager

FROM: Jaclyn Falotico, Commissioner of Finance *JF*

DATE: February 29, 2024

SUBJECT: Budget Amendment – Elimination and Creation of Positions in the Offices of the Public Defender and Conflict Defender

The Department of Finance provides the following amendment to the 2024 Operating Budget to create a new position of Senior Confidential Investigator within the Offices of the Public Defender and Conflict Defender and eliminate one position of Confidential Investigator from each office.

Create/Increase Expense Code By:

A511170_01784	Senior Confidential Investigator-PD	\$63,279
A511173_01784	Senior Confidential Investigator-CD	\$63,279

Decrease Expense Code By:

A511170_01783	Confidential Investigator-PD	\$51,272
A511173_01783	Confidential Investigator-CD	\$51,272

Increased Use of Fund Balance

A.599	Surplus Appropriation	\$24,014
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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 29, 2024

**Re: Elimination and Creation of Positions in the Offices of the Public Defender and
Conflict Defender**

The Schenectady County Public Defender and Conflict Defender Offices have requested the elimination of one position of Confidential Investigator from each office and the creation of the position Senior Confidential Investigator in each office.

I recommend the creation of the position of Senior Confidential Investigator in each office at CSEA Grade 18.

All necessary Civil Service action will occur at the March 19, 2024 Commission meeting.

Thank you.

Memo

To: Rory Fluman, County Manager

From: Joe McQueen, Director of Human Resources

Date: February 29, 2024

Re: Elimination and Creation of Positions in the Offices of the Public Defender and Conflict Defender

The Schenectady County Public Defender and Conflict Defender Offices have requested the elimination of the following positions:

Senior Deputy Chief Assistant Public Defender
Deputy Chief Assistant Public Defender II
Deputy Chief Assistant Public Defender
Sr. Assistant Public Defender

Deputy Chief Conflict Defender II
Deputy Chief Assistant Conflict Defender II
Deputy Chief Assistant Conflict Defender
Senior Assistant Conflict Defender

And the creation of the following positions:

Assistant Public Defender V
Assistant Public Defender IV
Assistant Public Defender III
Assistant Public Defender II
Assistant Public Defender I

Assistant Conflict Defender V
Assistant Conflict Defender IV
Assistant Conflict Defender III
Assistant Conflict Defender II
Assistant Conflict Defender I

All necessary Civil Service action will occur at the March 19, 2024 Commission meeting.

Thank you.

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 2

Title of Proposed Resolution:

A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICES OF THE CONFLICT DEFENDER AND PUBLIC DEFENDER AND TO PROVIDE BUDGETARY AMENDMENTS TO FIND THE RESTRUCTURING OF SUCH TITLES

Purpose and General Idea:

Provides Authorization to Amend the 2024 Budget to Restructure Titles within the Public Defender's Office and the Conflict Defender's Office.

Summary of Specific Provisions:

Authorization to amend the 2024 Budget to Restructure Titles within the Public Defender's Office and the Conflict Defender's Office.

Included in this County-share investment is a one-time \$2,000 bonus for Assistant Public Defenders and Assistant Conflict Defenders I-V. In addition, there will also be stipends for the Chief Assistant Public Defender and the Chief Assistant Conflict Defender.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to create a new position of Senior Confidential Investigator within the Offices of the Public Defender and Conflict Defender and eliminate one position of Confidential Investigator from each office.

Create/Increase Expense Code By:

A511170_01784	Senior Confidential Investigator-PD	\$63,279
A511173_01784	Senior Confidential Investigator-CD	\$63,279

Decrease Expense Code By:

A511170_01783	Confidential Investigator-PD	\$51,272
A511173_01783	Confidential Investigator-CD	\$51,272

Increased Use of Fund Balance

A.599 Surplus Appropriation	\$24,014
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

These changes would allow for a progression of titles aligned with years of experience and service to the County, similar to the structure of the District Attorney's Office. Public defense is a state-mandated service partially funded by New York State. Two primary areas of public defense occur in criminal court and family court. The bulk of NYS funding for lawyers is dedicated to criminal court lawyers only. This proposed action would add \$133,215 of County-share dollars to increase the salaries of our Public Defenders and Conflict Defenders. The bonuses are allowable and offset by NYS funds. The bonuses are intended to assist recruitment and retention of our newer lawyers. Currently, we are short 9 Public Defenders and 8 Conflict Defenders for a total of 17 full-time attorneys for public defense. With these new salary levels, the use of one-time retention bonuses, and a "media blitz" advertisement campaign using new recruitment videos and an updated website, we are hopeful that we will solve our public defense labor shortage.

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 Signore, Public Defender
Tracey Chance, Conflict Defender
Jaclyn Falotico, Commissioner of Finance

Date: March 1, 2024

RE: Authorization to Amend the 2024 Budget to Restructure Titles within the Public Defender's Office and the Conflict Defender's Office

I am requesting authorization to amend the 2024 Budget to Restructure Titles within the Public Defender's Office and the Conflict Defender's Office. These changes would allow for a progression of titles aligned with years of experience and service to the County, similar to the structure of the District Attorney's Office.

Public defense is a state mandated service partially funded by New York State. Two primary areas of public defense occur in criminal court and family court. The bulk of NYS funding for lawyers is dedicated to criminal court lawyers only. This proposed action would add \$133,215 of County-share dollars to increase the salaries of our Public Defenders and Conflict Defenders.

The Annual Salary for these titles is established as:

Title	Years of Service	Previous Salary	New Salary
Assistant Public Defender I Assistant Conflict Defender I	0 years	\$77,618	\$80,000
Assistant Public Defender II Assistant Conflict Defender II	1-3 years	\$77,618	\$85,000
Assistant Public Defender III Assistant Conflict Defender III	4-5 years	\$90,840	\$93,000
Assistant Public Defender IV Assistant Conflict Defender IV	6-7 years	\$93,085	\$98,000
Assistant Public Defender V Assistant Conflict Defender V	8+ years	\$99,728	\$104,000

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

Included in this County-share investment is a one-time \$2,000 bonus for Assistant Public Defenders and Assistant Conflict Defenders I-V. In addition, there will also be stipends for the Chief Assistant Public Defender and the Chief Assistant Conflict Defender. The bonuses are allowable and offset by NYS funds. The bonuses are intended to assist recruitment and retention of our newer lawyers. Currently, we are short 9 Public Defenders and 8 Conflict Defenders for a total of 17 full-time attorneys for public defense.

With these new salary levels, use of one-time retention bonuses, and a "media blitz" advertisement campaign using new recruitment videos and an updated website, we are hopeful that we will solve our public defense labor shortage.

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

I recommend your approval.

County of Schenectady
 620 State Street, 3rd 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, 2024

SUBJECT: Budget Amendment – Elimination and Creation of Positions in the Offices of the Public Defender and Conflict Defender and Salary Changes

The Department of Finance provides the following amendment to the 2024 Operating Budget to restructure the titles within the Public Defender and Conflict Defender’s offices to allow for a progression of titles aligned with years of experience and service to the County. The amendment also includes a one-time payment stipend for service and retention.

Create/Increase Expense Code By:

A511170._01798	Assistant Public Defender I	\$252,308
A511170._01799	Assistant Public Defender II	\$134,039
A511170._01800	Assistant Public Defender III	\$513,289
A511170._01801	Assistant Public Defender IV	\$618,154
A511170._01802	Assistant Public Defender V	\$164,000
A511173._01798	Assistant Conflict Defender I	\$252,308
A511173._01799	Assistant Conflict Defender II	\$0
A511173._01800	Assistant Conflict Defender III	\$366,635
A511173._01801	Assistant Conflict Defender IV	\$77,270
A511173._01802	Assistant Conflict Defender V	\$82,000
A511173._01808	Chief Assistant Conflict Defender	\$93,061

Increase Expense Code By:

A511170.131300	On Call-Public Defender/Stipend	\$28,000
A511170.131300	On Call-Conflict Defender/Stipend	\$8,000

Decrease Expense Codes:

A511170._01335	Assistant Public Defender	\$367,194
A511173._01320	Assistant Conflict Defender	\$244,796

Decrease/Remove Expense Code By:

A511170._01406	Senior Deputy Assistant Public Defender	\$78,632
A511170._01711	Deputy Chief Assistant Public Defender II	\$78,632
A511170._01353	Deputy Chief Assistant Public Defender	\$587,152
A511170._01407	Senior Assistant Public Defender	\$501,362

A511173._01028	Deputy Chief Assistant Conflict Defender	\$71,624
A511173._01321	Senior Assistant Conflict Defender	\$358,120
A511173._01710	Deputy Chief Assistant Conflict Defender II	\$168,337

Increased Use of Fund Balance

A.599	Surplus Appropriation	\$133,215
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The Annual Salary for these titles is established as:

Assistant Public Defender I Assistant Conflict Defender I	0 years	\$80,000
Assistant Public Defender II Assistant Conflict Defender II	1-3 years	\$85,000
Assistant Public Defender III Assistant Conflict Defender III	4-5 years	\$93,000
Assistant Public Defender IV Assistant Conflict Defender IV	6-7 years	\$98,000
Assistant Public Defender V Assistant Conflict Defender V	8+ years	\$104,000

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

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Labor and Civil Service
Dual Reference: Ways and Means
Initiative: LCS 3

Title of Proposed Resolution:

A RESOLUTION TO CREATE A CERTAIN POSITION AT THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF

Purpose and General Idea:

Provides Authorization to Create a Position at the Correctional Facility.

Summary of Specific Provisions:

Authorization to create the position of Cook (SBA-Corrections Unit Cook Grade) at the correctional facility.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to create a Cook position within the Jail.

<u>Increase Expense Code By:</u>	
A513150_01681 Cook	\$43,068
A513150.131400 Hazard Pay	\$1,077
A513150.131500 Meals	<u>\$539</u>
	\$44,684
Increased Use of Fund Balance	
A.599 Surplus Appropriation	\$44,684

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

Justification:

Dominic Dagostino, County Sheriff indicates that the addition of another cook would not only allow the facility to run more efficiently in the kitchen but would also better the interest of the County. We currently have three (3) cooks who all have contractual leave time, FMLA, and PFL, which makes it difficult to ensure proper staffing as well as guarantee that all required and mandated food services are delivered. Every day the facility requires two cooks to be scheduled to accomplish the Sheriff's mission and ensure proper compliance with laws, rules, and regulations. Which has become increasingly difficult with the jail's current configuration.

Sponsor: Legislator Patierne
Co-Sponsor:

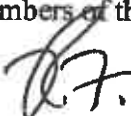
COUNTY OF SCHENECTADY



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
Dominic Dagostino, Sheriff
Jaclyn Falotico, Commissioner of Finance
Joe McQueen, Commissioner of Human Resources
Date: March 1, 2024
Re: Authorization to Create a Position at the Correctional Facility

Attached is a memorandum from Sheriff Dominic Dagostino requesting authorization to create the position of Cook (SBA-Corrections Unit Cook Grade) at the correctional facility.

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.



**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



February 27, 2024

TO: Gary Hughes – Chair of the County Legislature
Rory Fluman – County Manager
Geoff Hall – Clerk of the Legislature
Jaclyn Falotico – Commissioner of Finance

FROM: Sheriff Dominic Dagostino
Undersheriff James Barrett

RE: Create a Position in the Jail 3150 Budget

We respectfully request authorization to create a budget position of Cook in the 3150 budget at a rate of \$56,671.00.

The staffing issue we are experiencing is that we have three cooks covering 0515-1800 seven days a week. The three cooks have contractual leave time, FMLA, and PFL making it difficult to ensure proper staffing and guaranteeing that all required and mandated food services are delivered. Every day, the facility requires two Cooks to be scheduled to accomplish the Sheriff's mission and ensure compliance with all laws, rules, and regulations. It has become increasingly difficult to ensure proper staffing of the jail's kitchen as currently configured. The addition of another cook would not only allow us to more efficiently staff the kitchen, but would also better safeguard the interests of the County.

Respectfully,

Sheriff Dominic A. Dagostino

Schenectady Sheriff's Office established in 1809

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: February 29, 2024
SUBJECT: Budget Amendment – Jail Personnel Change

The Department of Finance provides the following amendment to the 2024 Operating Budget to create a Cook position within the Jail.

Increase Expense Code By:

A513150.01681	Cook	\$43,068
A513150.131400	Hazard Pay	\$1,077
A513150.131500	Meals	<u>\$539</u>
		\$44,684

Increased Use of Fund Balance

A.599	Surplus Appropriation	\$44,684
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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 29, 2024
Re: Creation of Position in the Jail

The Sheriff has requested the creation of the position Cook within the jail.

I recommend the creation of the position Cook at the SBA-Corrections Unit Cook Grade.

No additional action is necessary by the Civil Service Commission.

Thank you.



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 1, 2024
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 4, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PFTI	7 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY RECREATIONAL FACILITY	Legislator Patierne	
PFTI	8 A RESOLUTION AUTHORIZING THE COUNTY OF SCHENECTADY TO ENTER INTO A CROSSING AGREEMENT WITH CHPE LLC AND CHPE PROPERTIES, INC. REGARDING THE CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC TRANSMISSION CABLE SYSTEM CROSSING	Legislator Patierne	

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 7

Title of Proposed Resolution:

A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY RECREATIONAL FACILITY

Purpose and General Idea:

Provides Authorization to Amend the 2024 Capital Budget for the Schenectady County Recreational Facility Ice Rink Expansion and Renovation Project.

Summary of Specific Provisions:

Authorizes the amendment of the 2024 Capital Budget in the amount of \$2,600,00 for the expansion and renovation of the Schenectady County Facility (SCRF) ice rink at 5 Tower Rd in the Town of Glenville

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accept additional NYS OASAS State Aid.

Increase Appropriation Code By:

A544230.400602	Treatment Services	\$23,953	\$23,953
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Increase Revenue Code By:

A34230.348601	State Aid-OASAS		\$23,953
A34310.348603	Narcotic Addict Ctrl-Admin	\$1,374	\$25,327

Decrease Use of Surplus By:

A.599	Surplus Appropriation		\$1,374
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

Justification:

The facility has been a positive investment for the community since its construction by allowing residents the opportunity to engage in safe, physical activities such as figure skating, recreational skating, ice hockey, and a learn-to-skate program. The SCRF ice rink currently supports more than a dozen Schenectady Youth Hockey Association teams, several adult hockey leagues, and two high school teams. With this amendment, the SCRF Ice Rink will be able to offer more programming to residents by expanding the facility's lobby, locker rooms, and lavatories. In addition, the exterior will be updated into a more welcoming and modern façade

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 *R.F.*

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Jaclyn Falotico, Commissioner of Finance

Date: March 1, 2024

Re: Authorization to Amend the 2024 Capital Budget for the Schenectady County Recreational Facility Ice Rink Expansion and Renovation Project

I am requesting authorization to amend the 2024 Capital Budget in the amount of \$2,600,000, through the utilization of ARPA funding, to complete the expansion and renovation of the Schenectady County Recreational Facility (SCRF) Ice Rink at 5 Tower Rd in the Town of Glenville. As a result of the public bidding process, this project is underfunded without this capital budget increase.

The facility has been a positive investment for the community since its construction by allowing residents the opportunity to engage in safe, physical activities such as learn-to-skate programs, recreational skating, ice hockey, and figure skating. The SCRF Ice Rink currently supports more than a dozen Schenectady Youth Hockey Association teams, several adult hockey leagues, and two high school teams.

With this amendment, the SCRF Ice Rink will be able to offer more programming to residents by expanding the facility's lobby, locker rooms, and lavatories. In addition, the exterior will be updated into a more welcoming and modern façade with increased parking capacity.

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

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *hf*
DATE: February 27, 2024
SUBJECT: Capital Budget Amendment – Recreational Facility

The Schenectady County Department of Finance provides the following amendment to the County's 2024 Capital Budget to increase the project budget for the Recreational Facility Expansion project.

CAPITAL BUDGET

Capital Project 7320230082 Recreational Facility Expansion

Increase Expense String By:

7320230082-0001-0401 (H547320.401000)	Capital-Recreational Facility Projects	<u>\$2,600,000</u>
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Create and Increase Revenue String By:

7320230082-5710-0000 (H93333.5710)	Serial Bonds	<u>\$2,600,000</u>
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I recommend that this budget amendment be presented to the Schenectady County Legislature for consideration.

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Public Facilities, Transportation and Infrastructure
Dual Reference: Ways and Means
Initiative: PFTI 8

Title of Proposed Resolution:

A RESOLUTION AUTHORIZING THE COUNTY OF SCHENECTADY TO ENTER INTO A CROSSING AGREEMENT WITH CHPE LLC AND CHPE PROPERTIES, INC. REGARDING THE CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC TRANSMISSION CABLE SYSTEM CROSSING

Purpose and General Idea:

Provides Authorization to enter into a Multi-Year Agreement with Champlain-Hudson Power Express (CHPE), LLC and CHPE Properties, Inc. for the CHPE Electric Transmission Cable System Crossing.

Summary of Specific Provisions:

Authorization to enter into a multi-year agreement with Champlain-Hudson Power Express (CHPE), LLC and CHPE Properties, Inc. for the CHPE Electric Transmission Cable System Crossing.

Effects Upon Present Law:

none

Justification:

Christopher Gardner, County Attorney, indicates that this transmission line will transmit hydropower generated in Canada to New York City, significantly reducing the state carbon emissions by 37 million metric tonnes. Portions of this transmission line will be buried along fourteen (14) miles of existing railroad tracks in Schenectady County. This proposed crossing agreement, which has been reviewed by the County Attorney and Director of Engineering and Public Works, will allow CHPE to perform this work. Because of a PILOT agreement that was previously negotiated, the County and the towns of Rotterdam, Glenville as well as the Village of Scotia and several school districts will receive over \$85 million in tax revenue as a result of this project.

Sponsor: Legislator Patierne

Co-Sponsor:

COUNTY OF SCHENECTADY

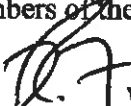


RORY FLUMAN
COUNTY MANAGER

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
Christopher Gardner, County Attorney
Paul Sheldon, Director of Engineering and Public Works
Ray Gillen, Director of Economic Development and Planning

Date: March 1, 2024

Re: Authorization to Enter into a Crossing Agreement with Champlain-Hudson Power Express (CHPE), LLC and CHPE Properties, Inc. for the CHPE Electric Transmission Cable System Crossing

Attached is a memorandum from Christopher Gardner, County Attorney, requesting authorization to enter into a crossing agreement with Champlain-Hudson Power Express (CHPE), LLC and CHPE Properties, Inc for the CHPE Electric Transmission Cable System Crossing. This transmission line will transmit hydropower generated in Canada to New York City, significantly reducing the state's carbon emissions by 37 million metric tons.

Portions of this transmission line will be buried along fourteen (14) miles of existing railroad track in Schenectady County. The proposed crossing agreement, which has been reviewed by the County Attorney and the Director of Engineering and Public Works, will allow CHPE to perform this work by providing a permanent easement. This easement will have no effect on any operations at our Public Works building.

Because of a PILOT agreement that was previously negotiated, the County, the Towns of Rotterdam and Glenville, the Village of Scotia, and several school districts will receive over \$85 million in tax revenue as a result of this project.

I recommend your approval.

**COUNTY OF SCHENECTADY
OFFICE OF THE COUNTY ATTORNEY
Inter-Department Correspondence Sheet**

To: Rory Fluman, County Manager

From: Christopher H. Gardner, County Attorney *CHG*

Dated: February 23, 2024

Copies to: Ray Gillen, Commissioner of Economic Development and Planning
Geoffrey T. Hall, Clerk of the Legislature
M. Joe Landry, Counsel to the Legislature
Paul J. Sheldon, P.E., Director of DEPW
Mary Lou Riddle, Executive Secretary to County Manager
Charlie Davison, Sustainability Coordinator

Re: Crossing Agreement from the Champlain-Hudson Power Express Electric Transmission Cable System between the County of Schenectady, CHPE, LLC and CHPE Properties, Inc.

Please find attached a proposed Crossing Agreement for the Champlain-Hudson Power Express Electric Transmission Cable System.

Previously, Ray Gillen negotiated a PILOT Agreement, which was approved by the Schenectady County IDA, which will generate more the \$85 million in new tax revenue:

<u>Government</u>	<u>New Tax Dollars</u>
Town of Glenville	\$4.1 million
Town of Rotterdam	\$4.9 million
Village of Scotia	\$2.6 million
Niskayuna School District	\$12.8 million
Schalmont School District	\$26.1 million
Scotia-Glenville School District	\$16.2 million
County of Schenectady	\$18.4 million
County IDA	\$1.0 million

This new green energy transmission line will be located along fourteen (14) miles of existing railroad track, so while the physical impact of this project is relatively small, its fiscal impact is significant. Paul Sheldon has reviewed this proposed Agreement and it has been modified to meet his concerns.

I recommend that this proposed Agreement be forwarded to the County Legislature for its consideration.

CHG/kah
Attachments

CHPE LLC AND CHPE PROPERTIES, INC.

AND

SCHENECTADY COUNTY, NEW YORK

**CROSSING AGREEMENT FOR THE
CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC
TRANSMISSION CABLE SYSTEM CROSSING**

DATED _____, **2024**

ADDRESS: 620 State St, Schenectady, NY 12305
COUNTY/CITY/VILLAGE/TOWN: Schenectady County
COUNTY: Schenectady
STATE: New York

CROSSING AGREEMENT

This Road Use and Crossing Agreement ("Agreement"), entered into this ___ day of _____, 2024 by and between CHPE LLC and its wholly-owned subsidiary CHPE PROPERTIES, INC. (collectively, "CHPE") having an office located at 623 Fifth Avenue, 20th Floor, New York, NY 10022 and the County of Schenectady, New York (the "County") having an office at 620 State St, Schenectady, NY 12305.

RECITALS:

WHEREAS, CHPE intends to construct and operate a buried 1,250 megawatt High Voltage Direct Current electric transmission facility consisting of two solid-state cables and related equipment and appurtenances ("Project") pursuant to the Certificate of Environmental Capability and Public Need granted to CHPE by the New York State Public Service Commission ("PSC") on April 20, 2013 (as amended from time to time, the "Certificate"), the Project's Environmental Management and Construction Plan (as amended from time to time, "EM&CP") to be approved

by the PSC in due course, and other permits and authorizations to conduct certain related activities, including Project construction and Project restoration activities as provided for herein (collectively, "Project Activities"); and

WHEREAS, certain capitalized terms used herein are defined on Exhibit A; and

WHEREAS, on January 1, 2020, the Climate Leadership and Community Protection Act ("CLCPA") became law in the State of New York; and

WHEREAS, in the wake of the enactment of the CLCPA, the New York State Energy Research and Development Authority awarded a contract involving the use of the Project to transmit renewable energy into New York State; and

WHEREAS, in order to accomplish Project Activities within the County, CHPE needs permanent easements to install and operate buried Project cables in, across, and under certain County-owned properties known as Schenectady County Tax Parcel Numbers 23.-1-2.2 ~~and 22.-1-29~~ (located in the Town of Glenville); and 48.17-3-11.11 and 48.17-7-1 (located in the Town of Rotterdam), as well as to utilize temporary easement areas on certain County property designated as Schenectady County Tax Parcel Numbers 48.17-3-11.11 and 48.17-7-1 (located in the Town of Rotterdam) and 30.-1-8.312 (located in the Town of Glenville) (the "County Lands"), as shown on the maps attached hereto as Exhibit B; and

WHEREAS, the County seeks assurances from CHPE that CHPE will pay and/or otherwise indemnify the County for any damage to the County Lands, as well as any access roads, streets, or other public infrastructure used or traversed by CHPE or its contractors to access the work site for installation of the cable in and under the County Lands and/or arising from or related to Project construction, maintenance, and occupancy activities; and

WHEREAS, the County has been duly authorized to enter into this Agreement:

NOW, THEREFORE, in consideration of the promises set forth in the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CHPE and the County, each intending to be legally bound, agree as follows:

1. Rights Granted.

a. The County has consented to CHPE to laying down, constructing and maintaining wires, conductors, conduits and other fixtures in and under the County Lands (collectively, the "Transmission Line Improvements") in the County in accordance with the provisions of this Agreement for the life of the CHPE project. Such consent shall be non-exclusive and subject to any other rights of others in and to any of the foregoing lands in existence as of the date hereof, and provided that the County may enter into agreements after the date hereof granting third-party rights with respect to the use or occupancy of the County Lands which are not in conflict with the rights granted to CHPE pursuant to this Agreement.

b. In the event that the County intends to transfer title to any parcel of County Land identified herein upon which CHPE is seeking a permanent easement, or to any parcel of County

Land identified herein upon which CHPE is seeking a temporary easement should such transfer be planned prior to the end of 2026, the County shall notify CHPE at least 180 days prior to such transfer to enable CHPE the opportunity to record its interest(s) in the chain of title prior to such a transfer.

2. CHPE Construction Responsibilities.

a. CHPE shall be responsible for obtaining any approvals, permits, and/or orders, including renewals thereof, which are required by governing law to undertake Project Activities.

b. CHPE shall be responsible for ensuring that all debris, garbage, and waste generated by Project Activities are immediately cleaned up and properly disposed of.

c. CHPE shall require that its employees, officers, directors, members, managers, agents, licensees, vendors, contractors, subcontractors, haulers and subcontractors will comply with the terms and conditions of this Agreement.

d. With regard to Tax Parcel Numbers 48.17-3-11.11 and 48.17-7-1, CHPE and its contractors shall closely coordinate with the County Director of Public Works regarding use of the temporary easement areas, including storage of materials and equipment, to minimize conflicts with the County's ongoing usage of the highway garage located on this property.

e. CHPE will coordinate with the County Director of Public Works regarding the appropriate means of marking permanent subsurface Facility components where such marking is warranted.

3. Land Surveys and Routes.

a. CHPE will review the final Project easement area with the County's Engineer or designee. Additionally, CHPE will also consult with the County to finalize a list of County-owned CI and/or lands that will constitute affected County Lands and Exhibit B shall be amended if and as appropriate.

b. Prior to CHPE undertaking any Project Activities, CHPE shall provide the County with the final PSC-approved EM&CP involving the County Lands. The PSC-approved EM&CP involving the County Lands shall serve as the basis for the required Financial Security set forth herein.

c. At least five (5) days prior to the commencement of Project Activities involving the County Land, CHPE shall prepare and provide to the County photographs documenting the pre-construction condition of the County Land, which must be acceptable to the County in its reasonable discretion.

d. Promptly following the substantial completion of Project Activities within the County Land, CHPE shall arrange to meet with a representative of the County at the County Land to ensure that the property has been restored appropriately.

4. Restoration and Repair of Damage.

a. The standard to be achieved by CHPE in pursuing Project Activities is the return of County Land to its original condition as nearly as practicable and, in all events, to restore full service and functionality of the County Lands for their intended purposes as soon as reasonably practicable, but no later than sixty (60) days from the date the County sends notice requesting any repairs or restoration, as seasonal conditions permit.

b. No less than forty-five (45) prior to the commencement of any Project Activities, CHPE shall provide the County with a payment of \$5,000 (the "Deposit") that the County shall deposit into an escrow account ("Account"). The County may only withdraw funds from the Account to pay for the incremental and out-of-pocket costs, fees, expenses and other bills rendered to or incurred by the County in connection with: (i) the approval of proposed use of County Lands and (ii) the County's monitoring of Project Activities and the performance of its functions as provided for by this Agreement, including payment of any County Designated Engineer ("DE") employed by the County to assess any damage to the County Lands caused by the Project Activities ("Allowed Costs"). The County shall provide an itemized statement, together with detailed backup, of any deduction from the Account. If at any time the balance in the Account is reduced to one-third or less of its initial amount, and the County advises CHPE and can demonstrate actual reasonable additional expenses beyond this amount, then CHPE shall deposit additional funds into the Account to cover those reasonable additional expenses.

c. Within fifteen (15) business days of the date upon which CHPE notifies the County that it has completed the initial re-seeding that CHPE will undertake as part of its Project Activities, the County must notify CHPE in writing if it reasonably believes any significant residual damage to the County Lands exist and were caused by Project Activities.

d. Within 10 business days of receipt of an allegation of residual project damage from the County, CHPE shall notify the County in writing of its agreement or disagreement with the allegations. If CHPE accepts responsibility, it will proceed with due diligence to rectify the condition. If CHPE declines to accept responsibility, the County shall then submit a written invoice ("damage invoice") to CHPE, detailing estimates of the costs, fees, and/or expenses incurred or to be incurred by the County to repair the residual project damage.

e. CHPE may elect in its sole discretion to pay the amount set forth in the damage invoice accompanying the County's notice, as liquidated damages. In such event, CHPE shall notify the County in writing of its election and pay the amount within ten (10) business days of receipt of the invoice. If paid in full, the County will have no further claim against CHPE in connection with residual project damage.

f. The manner of repair of any residual project damage by either party shall be in accordance with industry standards for the type of land use of the County Lands prior to commencement of Project Activities, the EM&CP approved by the PSC and/or municipal requirements that are applicable for the type of County Land and restoration involved.

g. After the conclusion of Project Activities, the County shall be entitled to withdraw and retain any remaining portion of the initial \$5,000 Deposit made into the Account pursuant to paragraph 4(a) of this Agreement. If CHPE has replenished the Account pursuant to paragraph 4(a) of this Agreement beyond the initial Deposit, and any balance remains in the Account against

which the County has not claimed reimbursement, said balance shall be returned to CHPE or its assignee.

g-h. CHPE is in the process of developing a specific protocol for work that may be conducted in close proximity to the permanent CHPE Facility and for communication and coordination between CHPE as Facility owner and landowners such as the County (the "CHPE Terrestrial Corridor Management Plan"), which may from time to time be updated and amended by CHPE. Prior to commencing commercial operation of the Project, CHPE will provide to the County, for its review, the CHPE Terrestrial Corridor Management Plan, which will include information on who at CHPE to contact with questions or concerns and which will provide directions to landowners on any future work near the CHPE Facility, including instructions on calling the UDig NY hotline prior to any planned earth disturbance near the permanent easement area.

5. Ongoing Cooperation.

The Parties commit to the taking of such further actions, if and when reasonably requested and consistent with applicable law, as may facilitate the successful achievement of the goals and benefits of the CLCPA and the completion of the Project.

6. Financial Security.

a. Prior to the commencement of any Project Activities, CHPE shall obtain and deliver to the County financial security, consisting of a cash escrow ("Financial Security"), which shall be sufficient to satisfy the County's requirements for use and excavation on County Lands. The Financial Security shall be in the sum of \$5,000.

b. The Financial Security shall remain in full force and effect in the stated amount for a period of 3 months after CHPE's completion of all Project Activities in the County.

c. The Financial Security shall oblige CHPE to comply with the terms and conditions of this Agreement. Proof of Financial Security shall be delivered to the County Clerk.

d. The purpose of the Financial Security and deposit is to guarantee reimbursement to the County for all labor, material, equipment, expenses and attorneys' fees the County may incur in repairing any residual project damage, to the extent that (i) CHPE's liability for the same has been finally adjudicated, (ii) CHPE has failed to pay the ordered judgment, and (iii) applicable insurance is unavailable to reimburse the County for the aforesaid expenses.

7. Indemnification and Insurance.

a. CHPE, at its own expense, agrees to the insurance, indemnification and general terms and conditions set forth herein.

b. CHPE shall present to the County Certificates of Insurance evidencing the acquisition of liability insurance coverage naming the County as additional insured, on a primary noncontributory basis, in the amount of at least:

- i. \$1,000,000 per occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products and Completed Operations Aggregate. Death/Bodily Injury: \$1,000,000 per person; \$2,000,000 aggregate.
- ii. Coverage shall include contractual liability.
- iii. Property Damage: \$500,000.
- iv. Coverage provided shall be written on a primary and non-contributory basis over any other insurance that may be available.
- v. All policies shall contain a waiver of subrogation.
- vi. No policy shall exclude coverage for lawsuits alleging violations of New York Labor Law, sections 200, 240(1) a/k/a Scaffold Law and 241(6).
- vii. All policies shall be written with an insurance carrier with a Best's rating of A- or better.

c. Said insurance shall be maintained throughout the period during which Project Activities take place and the aforementioned certificate shall provide for a minimum of fifteen (15) business days' written notice to the County prior to cancellation of coverage [with the exception of non-payment of premium in which case the statutory cancellation clause shall apply].

d. To the extent permitted by the governing law, CHPE shall defend, indemnify, protect, save, and hold the County harmless from and against any and all penalties, fines, damages, costs, or charges arising out of any and all claims, suits, demands, causes of action, or award of damages, whether compensatory or punitive, or expenses arising therefrom either at law or in equity, which might arise out of, or are caused by, the Project Activities, whether undertaken by CHPE or its contractors or consultants, or any of the right conferred by this Agreement except to the extent any such claims, suits, demands, causes of action, or award of damages relate to the negligence or willful misconduct of the County or any of its officers, boards, employees, committee members, attorneys, agents, consultants, vendors, contractors and subcontractors. The obligation of CHPE to indemnify and save harmless the County shall extend to the employees, officers, elected officials, and consultants hired by the County.

8. Dispute Resolution.

If a Party has a dispute with the other Party regarding or in connection with this Agreement, then such Party will notify the other Party in writing of such dispute. Before resorting to litigation, the Parties shall use reasonable efforts to settle such dispute through representatives of the Parties for a period of at least thirty (30) days, during which time the parties shall have at least one (1) in-person meeting in Saratoga County.

9. Captions and Headings.

Captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision or of the scope or intent of this Agreement nor in any way affect this Agreement.

10. Modifications.

This Agreement cannot be amended, modified, or changed orally, but only by agreement in writing signed by the parties.

11. Severability; No Waiver.

If any provision of this Agreement, or any portion of any provision of this Agreement, is declared null, void, voidable, or unenforceable, such provision or such portion of a provision shall be considered separate and apart from the remainder of this Agreement, which remainder shall remain in full force and effect. The waiver by any party hereto or a breach of violation of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation. No waiver is valid unless in writing and signed by party making the waiver. The parties reserve all of their rights and remedies under this Agreement, at law and at equity, including, without limitation, any such rights and remedies under the New York Public Service Law, the New York Eminent Domain Procedure Law, and the New York Transportation Corporations Law.

12. Governing Law; Consent to Jurisdiction.

a. This Agreement shall be governed and construed in accordance with the laws of the State of New York, as in effect from time to time without regard to principles of conflicts of laws.

b. Each party represents that it is subject to service of process in the State of New York and covenants that it will remain so subject so long as this Agreement shall be in effect.

13. Binding Effect.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. Except as set forth in the preceding sentence, nothing in this Agreement is intended to be for, or to inure to the benefit of, any person other than the parties hereto, and their respective successors and assigns.

14. Entire Agreement.

The entire agreement of the parties is contained in this Agreement. No promises, inducements or considerations have been offered or accepted except as herein set forth. This Agreement supersedes any prior oral or written agreement, understandings, discussion, negotiations, and statements concerning the subject matter thereof. The parties hereto agree to execute and deliver such other documents and to perform such other acts as may, from time to time, be reasonably required to give full force and effect to the intent and purpose of this Agreement.

15. Counterparts.

This Agreement may be executed by electronic signature and transmitted by fax or email in counterparts, each of which will be considered an original, and all of said counterparts shall together constitute one and the same instrument which may be sufficiently evidenced by one counterpart.

16. Authority of Parties.

The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.

17. Notice.

Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon hand delivery, upon the third day following delivery via the United States Postal Service, on the first day following delivery via a nationally registered United States overnight courier service, or on the day when telecopies are sent by facsimile transmission if additional notice is also given under one of the previous three methods within three (3) business days thereafter. For purposes of this Agreement only, any notice to the parties shall be directed to the party as set forth below, with a copy provided via electronic mail.

For CHPE Parties:

CHPE LLC
~~e/o Transmission Developers Inc.~~
~~623 5th Ave. 20th Floor 600 Broadway, Pieter Schuyler Building~~
~~New York, NY 10022 Albany, NY 12207~~
Attn: General Counsel
jeremiah.sheehan@tdi-usa.com
josh.bagnato@tdi-usa.com

For County:

Schenectady County

620 State St.
Schenectady, NY 12305

18. Assignment.

Neither Party may assign its rights or its obligations under this Agreement in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld conditioned, or delayed; except no consent of any kind shall be required in the case of an assignment by CHPE to a Permitted Transferee.

IN WITNESS WHEREOF, CHPE and the County have caused their respective, duly authorized officers to execute this Road Use and Crossing Agreement of the day and year first above written.

Schenectady County, New York

CHPE LLC

By: _____

By: _____

CHPE Properties, Inc.

By: _____

EXHIBIT A DEFINITIONS

"Affiliate" means with respect to a specified Person: any other Person directly or indirectly in Control of, Controlled by, or under common Control with such specified Person; provided, however, for purposes of this Agreement, Project Company shall not be considered to be an Affiliate of Railroad Company, and vice versa. For purposes of this Agreement, to be in **"Control"** means to be in possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Debt Fund Affiliates" means (a) any fund or client managed by, or under common management with Blackstone Liquid Credit Strategies LLC, Blackstone Tactical Opportunities Fund L.P. or Blackstone Real Estate Debt Strategies L.P., (b) any fund or client managed by an investment manager within the credit-focused division of The Blackstone Group Inc., (c) any fund managed by Blackstone Alternative Credit Advisors LP, Blackstone Debt Advisors L.P., Blackstone Distressed Securities Advisors L.P., Blackstone Mezzanine Advisors L.P. or Blackstone Mezzanine Advisors II L.P., and (d) any Affiliate of Project Company other than Project Company that is, in each case, a bona fide debt fund or an investment vehicle that is engaged in the making, purchasing, holding or otherwise investing in commercial loans, bonds and similar extensions of credit in the ordinary course that, in each case of clauses (a) through (d), provides Financing to the Project on terms and conditions that, when considered in the aggregate, are no less favorable to Project Company than the terms and conditions that would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate of Project Company; provided, that at any time that the aggregate amount of commitments made by Debt Fund Affiliates under the Financing for the Project constitute less than fifty percent (50%) of the aggregate commitments outstanding thereunder, such commitments shall be deemed to have been made on an arm's length basis for purposes of this definition.

"Financing" means each construction, interim, long-term debt or equity financing, refinancing and/or credit support arrangement related to all or a portion of the development, construction or operation of the Project.

"Investment Grade Rating" means, with respect to a Person, that such Person has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) at least one Long-Term Credit Rating of no less than (as applicable) 'BBB-' from S&P, 'Baa3' from Moody's, or 'BBB-' by Fitch.

"Lender" means, with respect to Project Company, any Person, other than an Affiliate of Project Company, providing or seeking to provide Financing or financial support in any form in respect of the Project, including any commercial bank, institutional lender, export credit agency, funding agency, underwriter, bondholder, or insurance agency, and any representative, collateral agent, trustee, depository, agent or other designee of such Person; provided, that solely for the purposes of this definition, a Debt Fund Affiliate is not deemed to be an "Affiliate" of Project Company.

"Permitted Transferee" means (i) an Affiliate of CHPE (which shall include (x) existing or future portfolio companies of any investment funds or vehicles Affiliated with or managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. and (y) other investment funds or vehicles managed by Blackstone Capital Partners L.P. or Blackstone Energy Partners L.P. (including, in each such case, Blackstone Capital Partners VIII L.P. and Blackstone Energy Partners III L.P.)), (ii) any Lender (x) to whom CHPE collaterally assigns this Agreement or (y) who is exercising its rights and remedies under any documentation related to the Financing at CHPE, (iii) any Industrial Development Agency or Industrial Development Authority formed and existing pursuant to the General Municipal Law and the Public Authorities Law of the State of New York, or (iv) a Qualified Transferee.

"Qualified Transferee" means any Person that has (whether individually or together with its Affiliates; provided such Affiliates are jointly liable with Project Company under this Agreement or procure a guarantee, binding equity commitment letter (with Project Company) or other credit support as to the obligations of Project Company under this Agreement) either (a) an Investment Grade Rating, (b) a Total Net Worth of at least One Billion Dollars (\$1,000,000,000) or (c) assets under management of at least Ten Billion Dollars (\$10,000,000,000).

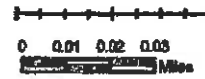
"Total Net Worth" means, with respect to any Person, the tangible net worth, bona fide capital commitments and fair market value of investments and other assets over which such Person (together with its Affiliates) collectively has supervisory control.

**EXHIBIT B
MAPS**

Tax Map Parcel No. 30.-1-8.312
Town Glenville
County Schenectady
State New York

Exhibit C

Lands n/f
County of Schenectady

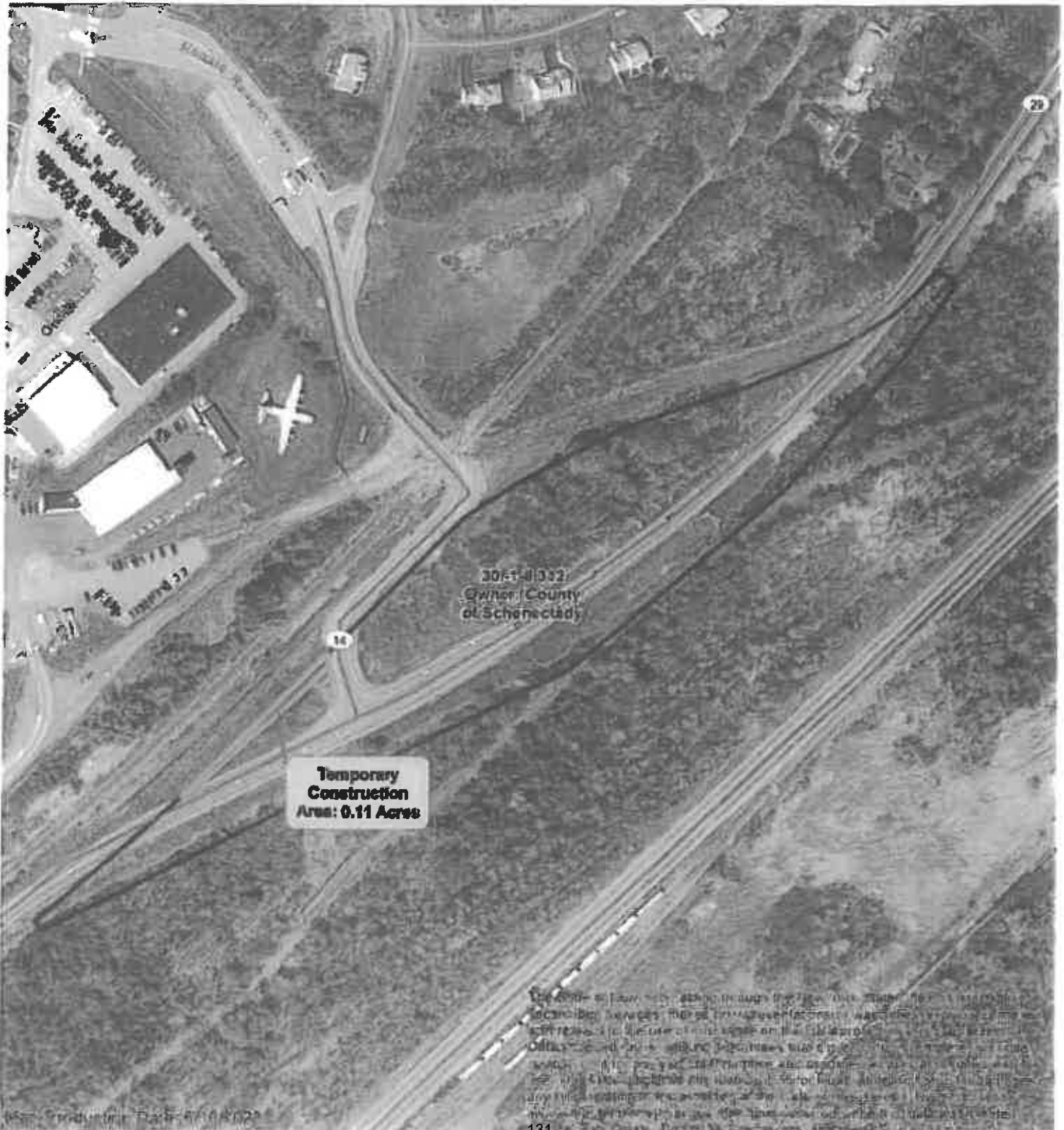


Temporary Construction Area
 Parcel



This exhibit is not an official survey plat and all acreages should be considered approximate.

Temporary Construction Area: 0.11 Acres

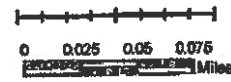


Tax Map Parcel No. 23-1-2.2
Town Glenville
County Schenectady
State New York

Exhibit C

Lands n/f

COUNTY OF SCHENECTADY

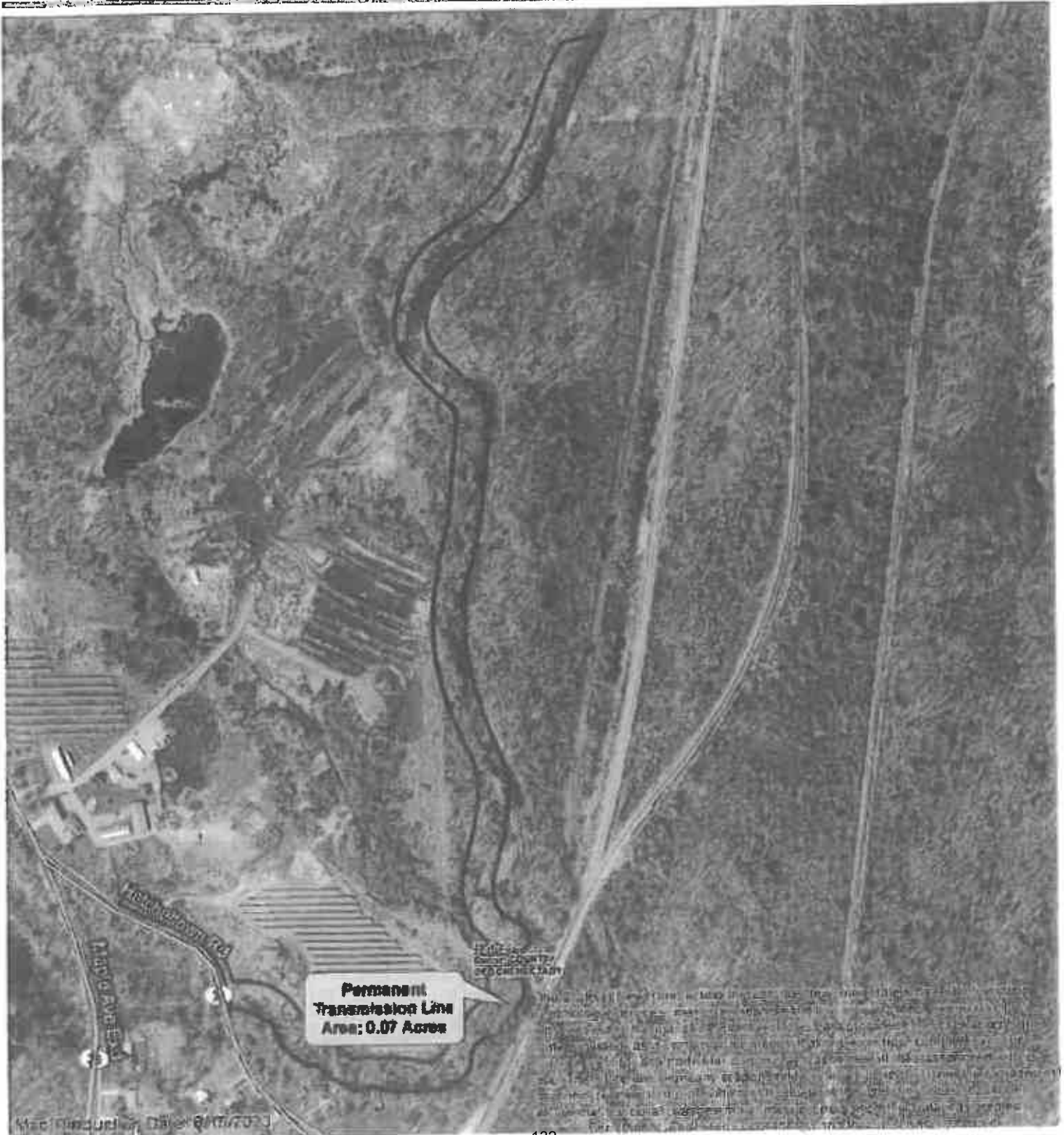


 Permanent Transmission Line Area
 Parcel



This exhibit is not an official survey plat and all acreages should be considered approximate.

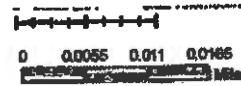
Permanent Transmission Line Area: 0.07 Acres






Tax Map Parcel No. 48.17-7-1
 Town Rotterdam
 County Schenectady
 State New York

Exhibit C

Lands n/f



COUNTY OF SCHENECTADY

 Temporary Construction Area
 Permanent Transmission Line Area
 Parcel



Permanent Transmission Line Area: 0.03 Acres
 Temporary Construction Area: 0.45 Acres

This exhibit is not an official survey plat and all acreages should be considered approximate.



The State of New York, acting by and through the Department of Environmental Conservation, hereby certifies that the information provided herein is true and correct to the best of its knowledge and belief, and that it is being provided for your information only. The State does not warrant, represent or guarantee the accuracy, completeness or reliability of the information provided herein, and it is not to be used for any purpose other than that for which it was provided. The State disclaims any liability for any loss or damage, whether direct or indirect, arising from the use of the information provided herein. The State also disclaims any liability for any loss or damage, whether direct or indirect, arising from the use of the information provided herein. The State also disclaims any liability for any loss or damage, whether direct or indirect, arising from the use of the information provided herein.



Legend

- Road Crossing
- CHPE Alignment
- Village**
- City/Town
- County
- Railroad

Source: ES&A

Champlain Hudson Power Express Project
 Road Use Agreement
 Exhibit B
 Schenectady County
 Page 1 of 8

Prepared by: 02/26/22



Note: Road crossing at Ronald Reagan Hwy
may be horizontal dimension during
plans.



Legend

- Road Crossing
- CHPE Alignment
- Village**
- City / Town
- County
- Railroad

Scale: 2000 Feet

CHPE

Champlain Hudson Power Express Project

Road Use Agreement
Exhibit B
Schenectady County
Page 2 of 3

Prepared on: 12/23/22



Note: Road crossing at Pincatowen Road via horizontal directional drilling (HDD) and at Platform Road and Pincatowen Road via trenching.



Legend

- Road Crossing
- CHPE Alignment
- Village
- City / Town
- County
- Railroad

Source: CHPE Aerial

Champlain Hudson Power Express Project

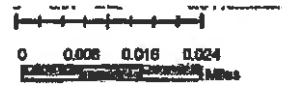
Road Use Agreement
Exhibit B
 Schenectady County
 Page 3 of 3

Prepared on: 02/26/22

Tax Map Parcel No. 22.-1-29
Town Glenville
County Schenectady
State New York

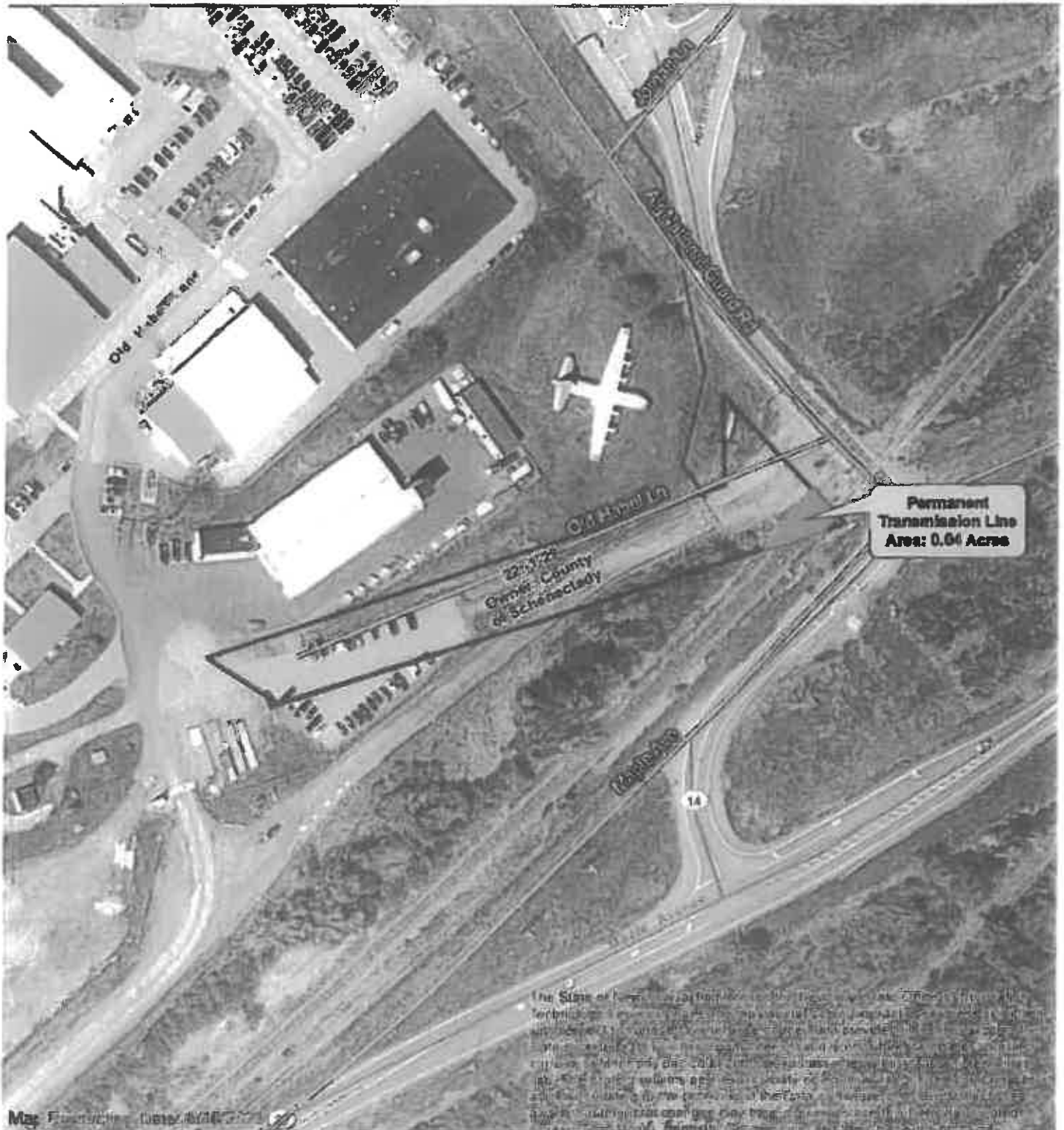
Exhibit C

Lands n/f
County of Schenectady



Permanent Transmission Line Area: 0.04 Acres

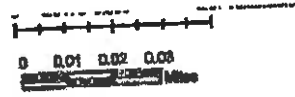
This exhibit is not an official survey plat and all acreages should be considered approximate.



Tax Map Parcel No. 48.17-3-11.11
 Town Rotterdam
 County Schenectady
 State New York

Exhibit C

Lands n/f
 COUNTY OF SCHENECTADY

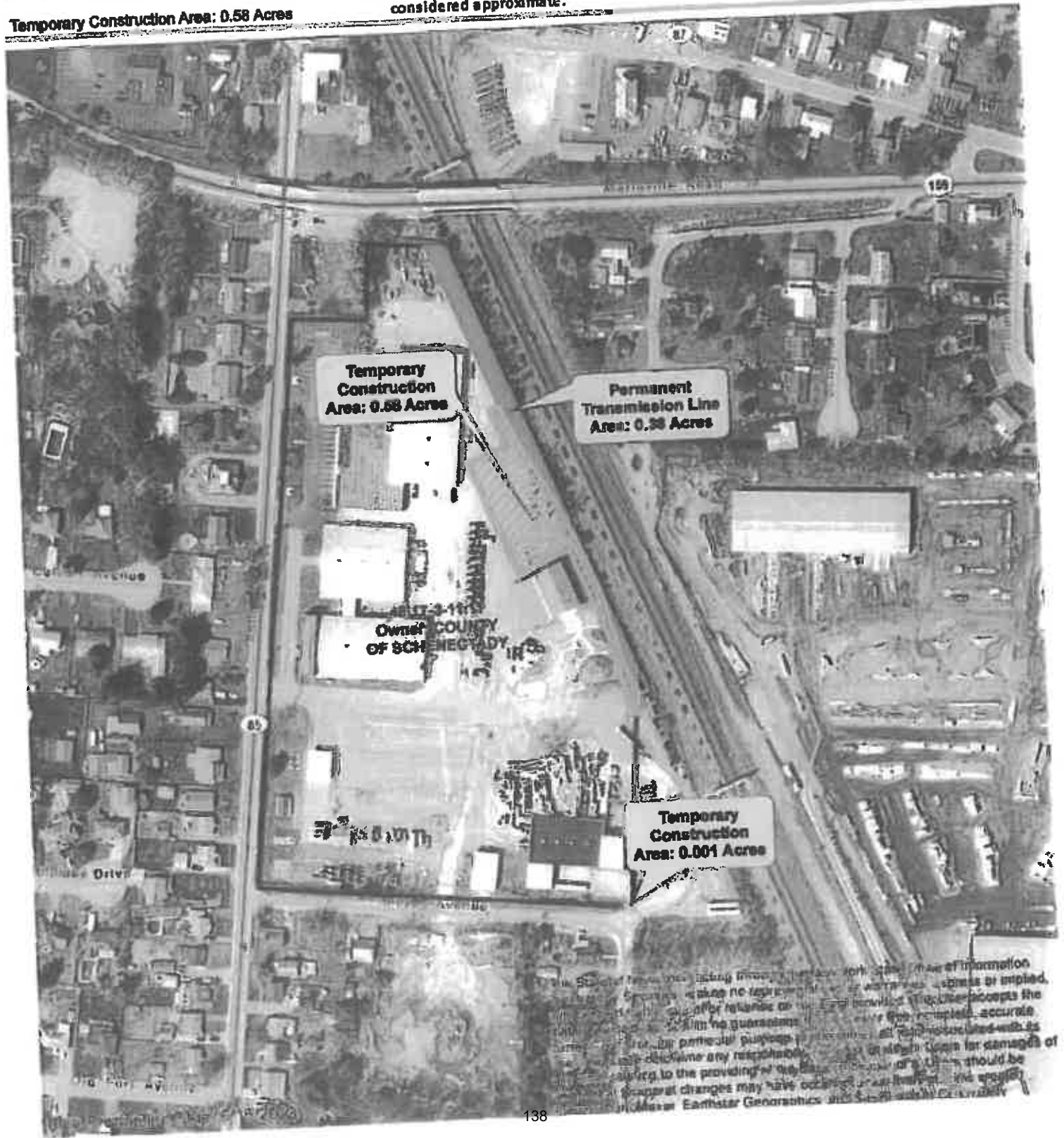


Temporary Construction Area
 Permanent Transmission Line Area
 Parcel



This exhibit is not an official survey plat and all acreages should be considered approximate.

Permanent Transmission Line Area: 0.38 Acres
 Temporary Construction Area: 0.58 Acres



The State of New York, including Albany, and the County of Schenectady, including Rotterdam, make no representation or warranty, express or implied, as to the accuracy or reliability of the information provided. The user accepts the information with no guarantee of accuracy. The user shall be responsible for all damages or losses resulting from the use of the information. The user shall be responsible for all damages or losses resulting from the use of the information. The user shall be responsible for all damages or losses resulting from the use of the information.



Schenectady County Legislature

Committee on Public Safety

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 1, 2024
TO: Honorable Schenectady County Legislators
FROM: Geoffrey T. Hall, Clerk of the Legislature
SUBJECT: COMMITTEE AGENDA
Public Safety
Honorable Thomas Constantine, Chair
Monday, March 4, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
PS	4 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR GANG VIOLENCE PREVENTION PROGRAMS	Legislator Constantine	
PS	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR GANG VIOLENCE PREVENTION PROGRAMS	Legislator Constantine	

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Public Safety
Dual Reference: Ways and Means
Initiative: PS 4

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR GANG VIOLENCE PREVENTION PROGRAMS

Purpose and General Idea:

Provides Authorization to Accept Funding from The New York State Division of Criminal Justice Services' FY 2022 Edward Byrne Memorial Justice Assistance Grant

Summary of Specific Provisions:

Authorization to accept funding grants offered by the New York State Division of Criminal Justice Services' FY 2022 Edward Byrne Memorial Justice Assistance Grant program in the amount of \$20,000

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate NYS Division of Criminal Justice Service (DCJS) funding from the 2022 Edward Byrne Memorial Justice Assistance grant for gang violence prevention.

Create/Increase Expense Code By:

A543110.415170 Ed Byrne Mem Justice Assistance Grant \$20,000

Create/Increase Revenue Code By:

A43110.438950 Ed Byrne Mem Justice (JAG) \$20,000

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

Justification:

Sheriff Dagostino indicates this funding will support the 1Life2Live Gun & Gang Violence Prevention Programs that are aimed at reducing gun violence within the county.

Sponsor: Legislator Constantine

Co-Sponsor:

COUNTY OF SCHENECTADY

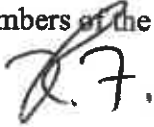


RORY FLUMAN
COUNTY MANAGER

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
Jaclyn Falotico, Commissioner of Finance

Date: March 1, 2024

RE: Authorization to Accept Funding from The New York State Division of Criminal Justice Services' FY 2022 Edward Byrne Memorial Justice Assistance Grant

Attached is a memorandum from Sheriff Dominic A. Dagostino requesting authorization to accept funding grants offered by the New York State Division of Criminal Justice Services' FY 2022 Edward Byrne Memorial Justice Assistance Grant program in the amount of \$20,000.

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



TO: County Manager Rory Fluman

FROM: Sheriff Dominic A. Dagostino

RE : **Byrne/JAG Awards** – DCJS Contract # T637840

The Schenectady County Sheriff's Office was the recipient of an Edward Byrne Memorial Justice Assistance Grant (JAG) on 12/7/23 in the amount of \$20,000. The funds will be designated for use by the Youth Life Support Network, Inc. which operates the 1Life2Live Gun & Gang Violence Prevention Program. This funding will help continue the Youth Life Support Network programs on reducing gun violence within Schenectady County.

The Office of the Sheriff recommends the County Legislature accepts this grant award and requests that the above grant funds be authorized for expenditure.

Respectfully,

A handwritten signature in cursive script that reads "Dominic A. Dagostino".

Sheriff Dominic A. Dagostino

Schenectady Sheriff's Office established in 1809

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

County Finance

Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *JF*
DATE: February 29, 2024
SUBJECT: Budget Amendment – Sheriff – 2022 Byrne JAG Grant

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate NYS Division of Criminal Justice Service (DCJS) funding from the 2022 Edward Byrne Memorial Justice Assistance grant for gang violence prevention.

Create/Increase Expense Code By:

A543110.415170	Ed Byrne MemJustAssisGnt	\$20,000
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Create/Increase Revenue Code By:

A43110.438950	Ed Byrne Mem Justice (JAG)	\$20,000
---------------	----------------------------	----------

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



**Division of Criminal
Justice Services**

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Schenectady County / Schenectady County Sheriff's Office	Date: 12/07/2023
Program Name: Byrne JAG	Award Amount: \$20,000 ¹
Signatory Name and Title: John LuBrant, Chief	Term Dates: TBD
Email: john.lubrant@schenectadycountyny.gov	Contract Number: T637840
Program Description: Funds will be used for gang prevention and a youth intervention program.	
The following additional information is provided as required when grants are supported with federal funding:	
<u>Federal Award Identification Information</u>	
Award Name: New York State FY 2022 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application Federal Award Number: 15PBJA-22-GG-00624-JAGX Name of the Federal Award Agency: Bureau of Justice Assistance (BJA) FY 2023 Federal Award Lapse Date: 9/30/2025 Total Amount of Federal Award: \$9,231,239.00 Federal Fiscal Year of Funds: FFY 22 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program	
Grant Questions	
Primary Contact Kathryn Wagner, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.457.2683 Email: kathryn.wagner@dcjs.ny.gov	Secondary Contact Meagan Armstrong, Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518.485.5569 Email: meagan.armstrong@dcjs.ny.gov

32/23

¹ This funding is provided by the Division of Criminal Justice Services (DCJS) with federal funds through the Bureau of Justice Assistance. Grantees receiving these funds will be subject to federal rules, regulations, and reporting requirements.

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Public Safety
Dual Reference: Ways and Means
Initiative: PS 5

Title of Proposed Resolution:

A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR GANG VIOLENCE PREVENTION PROGRAMS

Purpose and General Idea:

Authorization to Accept Funding from The New York State Division of Criminal Justice Services' FY 2019 Edward Byrne Memorial Justice Assistance Grant

Summary of Specific Provisions:

Authorization to accept funding grants offered by the New York State Division of Criminal Justice Services' FY 2019 Edward Byrne Memorial Justice Assistance Grant program in the amount of \$25,000.

Effects Upon Present Law:

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate NYS Division of Criminal Justice Service (DCJS) funding from the 2019 Edward Byrne Memorial Justice Assistance grant for gang violence prevention.

Create/Increase Expense Code By: A543110.415170 Ed Byrne MemJustAssisGnt	\$25,000
-----------------------------------------------------------------------------	----------

Create/Increase Revenue Code By: A43110.438950 Ed Byrne Mem Justice (JAG)	\$25,000
------------------------------------------------------------------------------	----------

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

Justification:

Sheriff Dagostino indicates this funding will support the 1Life2Live Gun & Gang Violence Prevention Programs that are aimed at reducing gun violence within the county.

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
Jaclyn Falotico, Commissioner of Finance

Date: March 1, 2024

RE: Authorization to Accept Funding from The New York State Division of Criminal Justice Services' FY 2019 Edward Byrne Memorial Justice Assistance Grant

Attached is a memorandum from Sheriff Dominic A. Dagostino requesting authorization to accept funding grants offered by the New York State Division of Criminal Justice Services' FY 2019 Edward Byrne Memorial Justice Assistance Grant program in the amount of \$25,000.

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



TO: County Manager Rory Fluman

FROM: Sheriff Dominic A. Dagostino

RE : **Byrne/JAG Awards** – DCJS Contract # T637612

The Schenectady County Sheriff's Office was the recipient of an Edward Byrne Memorial Justice Assistance Grant (JAG) on 2/22/23 in the amount of \$25,000. The funds will be designated for use by the Youth Life Support Network, Inc. which operates the 1Life2Live Gun & Gang Violence Prevention Program. This funding will help continue the Youth Life Support Network programs on reducing gun violence within Schenectady County.

The Office of the Sheriff recommends the County Legislature accepts this grant award and requests that the above grant funds be authorized for expenditure.

Respectfully,

Sheriff Dominic A. Dagostino

Schenectady Sheriff's Office established in 1809

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



Memo

TO: Rory Fluman, County Manager
FROM: Jaclyn Falotico, Commissioner of Finance *YK*
DATE: February 29, 2024
SUBJECT: Budget Amendment – Sheriff – 2019 Byrne JAG Grant

The Department of Finance provides the following amendment to the 2024 Operating Budget to accommodate NYS Division of Criminal Justice Service (DCJS) funding from the 2019 Edward Byrne Memorial Justice Assistance grant for gang violence prevention.

<u>Create/Increase Expense Code By:</u>		
A543110.415170	Ed Byrne MemJustAssisGnt	\$25,000
<u>Create/Increase Revenue Code By:</u>		
A43110.438950	Ed Byrne Mem Justice (JAG)	\$25,000

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



**Division of Criminal
Justice Services**

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

FY 2024

Grantee/Contractor: Schenectady County	Date: 2/22/2023
Program Name: Byrne/JAG	Award Amount: \$25,000
Signatory Name and Title: Chief Deputy John LuBrant	Term Dates: TBD
Email: john.lubrant@schenectadycounty.com	Contract Number: T637612
<p>Program Description: Funds will be used to allow this program to serve a target population or provide a type of service heretofore not served/provided and are in keeping with Byrne / JAG program guidelines.</p> <p>The following additional information is provided as required when grants are supported with federal funding:</p> <p><u>Federal Award Identification Information</u></p> <p>Award Name: Federal Fiscal Year (FFY) 2019 Byrne Memorial Justice Assistance Grant (JAG) Federal Award Number: 2019-DJ-BX-0017 Name of the Federal Award Agency: U.S. Department of Justice, Bureau of Justice Assistance Federal Award Lapse Date: 9/30/2025 Total Amount of Federal Award: \$8,576,883 Federal Fiscal Year of Funds: FFY 2019 Catalog of Federal Domestic Assistance (CFDA) Title and Number: 16.738 Edward Byrne Memorial Justice Assistance Grant Program</p>	
Grant Questions	
<p>Primary Contact Melanie Dallas Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-457-8499 Email: Melanie.Dallas@dcjs.ny.gov</p>	<p>Secondary Contact Joe Lostritto Public Safety Grants Representative NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518-485-7662 Email: Joe.Lostritto@dcjs.ny.gov</p>

Thank you for all the work you do. We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.



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 1, 2024
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 4, 2024 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: 3/1/2024
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 7th 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 7th Annual Hooks and Heroes Fishing Derby at the Indian Kill Preserve on May 11, 2024. 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 seventh annual Fishing Derby at the County's Indian Kill Preserve on May 11, 2024. 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

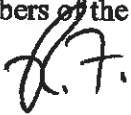


KATHLEEN ROONEY
COUNTY MANAGER

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

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

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
Nicholas Klemczak, Executive Director of the Soil & Water Conservation District
Christopher H. Gardner, County Attorney

Date: March 1, 2024

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 7th Annual Hooks and Heroes Fishing Derby at the Indian Kill Preserve

The Schenectady County Soil & Water Conservation District, Glenville Police Benevolent Association, and Alplaus Fire Department are interested in sponsoring and organizing the 6th Annual Fishing Derby at the County's Indian Kill Preserve on Saturday May 11, 2024 from 8:30AM to 12:00 PM.

I am requesting to close the preserve from Friday May 10, 2024 at 9:00 AM until May 12, 2024 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.



Schenectady County Conservation District

Office of: Schenectady County Compost Facility
24 Hetcheltown Road, Glenville, New York 12302

Telephone: (518) 399-6980 Fax: (518) 399-5040

Nicholas Klemczak: Executive Director;

E-Mail: nickklemczakswcd@yahoo.com

Memo

To: Rory Fluman, County Manager

From: Nicholas Klemczak, Executive Director of the Schenectady County SWCD

Date: February 16, 2024

Re: Indian Kill Fishing Derby License Agreement

The Schenectady County Soil & Water Conservation District, Town of Glenville Police Benevolent Association, Town of Glenville Police Benevolent Association, and the Alplaus Fire Department are requesting exclusive use of the Indian Kill Nature Preserve May 10-12, 2024 to host a kid's fishing derby. The Preserve will be closed Friday May 10th in preparation of the Derby which will take place Saturday May 11th 8:30am to 12:00pm. The Preserve will reopen upon the conclusion of the Derby.

Please let me know if there are any questions.

Thank you.

Providing Today, Protecting Tomorrow

LICENSE AGREEMENT

This License Agreement made the _____ day of _____, 2024, 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 the past; 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 10, 2024 at 9:00 a.m. and expiring at 11:59 PM on May 12, 2024 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 11th 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 _____, 2024.

Christopher H. Gardner
County Attorney

TOWN OF GLENNVILLE PBA

Justin Bolle, President

**SCHENECTADY COUNTY SOIL &
WATER CONSERVATION DISTRICT**

Nicholas Klemczak, Executive Director

ALPLAUS FIRE DEPARTMENT

Andrew Coppola, Assistant Chief



RESOLUTION 37-19

Sponsored by Legislator Gatta:

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE SCHENECTADY COUNTY SOIL L& 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 12th to May 13th 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 12th 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, Jasenski, Johnson, McDonald, McGarry, Pascarella, Patierne, Ruzzo, Vellano)

Nays: 0.0000

Absent: 2.0738 (Fields, Socha)

Abstained: 0.0000

Excused: 0.9939 (Buhrmaster)

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 ____th day of _____, Two Thousand Twenty-Three.

Geoffrey T. Hall, Clerk,
Schenectady County Legislature



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 1, 2024
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 4, 2024 at 7:00 p.m
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsor
TC	1 A RESOLUTION ADOPTING AMENDMENTS TO SCHENECTADY COUNTY'S POLICIES OUTLINED IN THE DOCUMENT ENTITLED "INFORMATION SERVICES GOVERNANCE AND EMPLOYEE HANDBOOK FOR INFORMATION SECURITY"	Legislator Ruzzo	
TC	2 A RESOLUTION REGARDING A MULTI-YEAR AGREEMENT WITH LEXIS NEXIS FOR LEGAL RESEARCH COMPUTER SERVICES	Legislator Ruzzo	

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Technology and Communications
Dual Reference:
Initiative: TC 1

Title of Proposed Resolution:

A RESOLUTION ADOPTING AMENDMENTS TO SCHENECTADY COUNTY’S POLICIES OUTLINED IN THE DOCUMENT ENTITLED “INFORMATION SERVICES GOVERNANCE AND EMPLOYEE HANDBOOK FOR INFORMATION SECURITY”

Purpose and General Idea:

Provides Authorization to Revise Schenectady County Information Security Governance.

Summary of Specific Provisions:

Authorization to amend the revisions made to the Schenectady County Information Security Governance document for 2024. A copy of the amendments is available in the Clerk of Legislatures Office.

Effects Upon Present Law:

None.

Justification:

Laura Baker, Chief Information Officer, is requesting authorization to amend the revisions made to the Schenectady County Information Security Governance document for 2024. This document details the policies, procedures, and activities that best protect the County ‘s information systems as well as technology investments. The document has been updated with new staff roles and new technologies such as Artificial Intelligence to improve Schenectady County’s Information Security.

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 

CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Laura Baker, Chief Information Officer

Date: March 1, 2024

RE: Authorization to Revise Schenectady County Information Security Governance

Attached is a memorandum from Laura Baker, Chief Information Officer, requesting authorization to amend the revisions made to the Schenectady County Information Security Governance document for 2024. This document details the policies, procedures, and activities that best protect the County's information systems and technology investments.

Some of the updates within this plan include, but are not limited to, changes to the acceptable usage of emails, cellphones, GPS devices, instant messaging, social media, and personal devices. The document has been updated with new staff roles and new technologies such as Artificial Intelligence to improve Schenectady County information security.

I recommend your approval.



Laura Baker
Chief Information Officer

620 State Street, Schenectady NY 12305

February 8, 2024

TO: Rory Fluman, County Manager and Jennifer Bargo, Deputy County Manager

RE: Revised Schenectady County Information Security Governance

The Information Services department would like to request that the County accept the revisions made to the Schenectady County Information Security Governance document for 2024.

The document includes updates that scrub reference to branded hardware and software technologies, staff roles and responsibilities, email use, encryption and distribution of messages, video conference and instant messaging and the inclusion of a new policy on the use of artificial intelligence.

Kind Regards,

Laura Baker

Laura Baker
Chief Information Officer

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Technology and Communications
Dual Reference: Ways and Means
Initiative: TC 2

Title of Proposed Resolution:

A RESOLUTION REGARDING A MULTI-YEAR AGREEMENT WITH LEXIS NEXIS FOR LEGAL RESEARCH COMPUTER SERVICES

Purpose and General Idea:

Provides Authorization to Enter into a Multi-Year Agreement with LexisNexis

Summary of Specific Provisions:

Authorization to enter into a multi-year agreement with LexisNexis. The contract term will begin on March 1, 2024, and end on February 28, 2027.

Effects Upon Present Law:

none.

Justification:

Tom Bellick, Purchasing Agent, indicates that the first year of service has monthly payments of \$805, and each subsequent year has an annual increase of 5%. The online database is used for legal research by the Law Department, Public Defenders Office, Conflict Defenders Office, and the Department of Social Services attorney groups.

Sponsor: Legislator Ruzzo

Co-Sponsor:

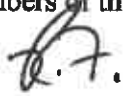
COUNTY OF SCHENECTADY



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 
CC: Geoffrey T. Hall, Clerk of the Legislature
Alissa Foster, Deputy Clerk of the Legislature
Thomas Bellick, Purchasing Agent
Date: March 1, 2024
RE: Authorization to Enter into a Multi-Year Agreement with LexisNexis

Attached is a memorandum from Thomas Bellick, Purchasing Agent, requesting authorization to enter into a multi-year agreement with Lexis Nexis, an online database used for legal research used by the County Law Department, Public Defenders Office, Conflict Defenders Office, and the Department of Social Services' attorney groups.

This contract has a term beginning March 1, 2024 and ending February 28, 2027. As Mr. Bellick indicates, the first year of service has monthly payments of \$805. Each subsequent year has an annual increase of 5%.

I recommend your approval.



County of Schenectady

NEW YORK

Thomas Bellick
Purchasing Agent

Thomas.Bellick@Schenectadycountyny.gov
(518) 388-4240

Margaret Aragoza
Assistant Purchasing Agent

Maggie.aragoza@Schenectadycountyny.gov
518/388-4241

SCHENECTADY COUNTY PURCHASING DEPARTMENT

County Office Building
620 State Street – 2nd Floor
Schenectady, New York 12305
Website: www.schenectadycountyny.gov

To: Rory Fluman, County Manager

From: Thomas Bellick, Purchasing Agent

Date: Tuesday, Feb. 20, 2024

Re: Lexis Nexis Contract on-line contract

1. Chris Gardner approved this contract, and wants the Lexis Nexis enhanced on line service.
2. At the County Attorney's direction, I confirmed with the Public Defender and the Conflict Defender, that each of them want the service from LexisNexis as well.
3. I attach the voucher we use to pay the contract on a monthly basis. I confirmed with Josh at Lexis Nexis that the updated software replaces the service that the county uses on a regular basis.
4. The price for the first year of service, is \$805.00 / per month for the 12 months starting 3/1/24 – 2/28/25 with annual increases of 5% on 3/1/25 and 3/1/26. The three year contract runs from 3/1/24 through 2/28/2027.
5. The existing contract expires on March 1. Josh said they would provide an extension for the existing service until a new contract can be executed.
6. I also attach the brochure documenting the services available in the new software.
7. Since this is a multi-year contract, we need approval from the Legislature.

Tom



**AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)**

Subscriber Name: New York-Schenectady County
Account Number: 10000ALJP
LN: LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	7
-------------------------------------------------	----------

2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

(a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

(b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.3 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
Core Public Records with SmartInx Person, Business and Location Reports	1004801	7
All Briefs, Pleadings & Motions	1010612	7



**AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)**

National Primary Plus	1011510	7
NY State Government Package	1537096	7
Lexis+™ Practical Guidance - State & Local Government	1534680	7

3.2. In exchange for access to the Lexis+ Content, Feature and/or Service set forth above in Section 3.1, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
3/1/2024 - 2/28/2025 ...	\$805
3/1/2025 - 2/28/2026 ...	\$846
3/1/2026 - 2/28/2027 ...	\$889

3.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, Initial here _____

3.4. Use of Lexis+ under this Amendment is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Amendment with respect to amounts billed or payments made under this Amendment may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. **Closed Offer**
The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. **Confidential Information**
Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. **Support and Training**
During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and



**AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)**

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: New York-Schenectady County
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

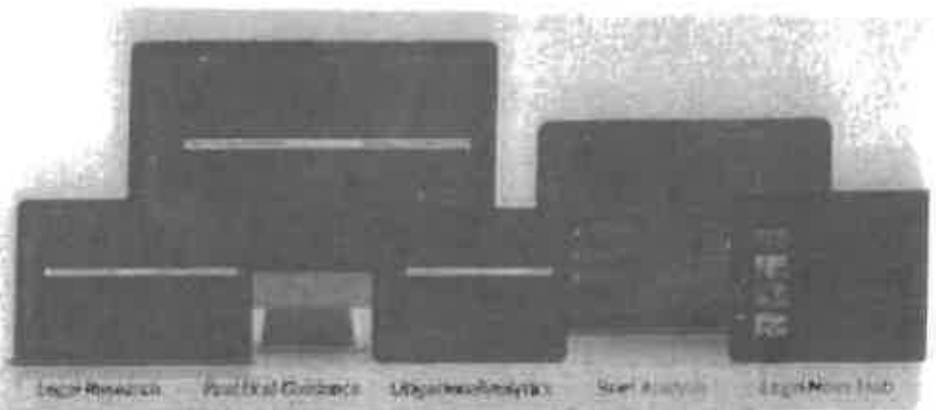
Authorized Signature: <u>Korinne Pace</u>	Digitally signed by Korinne Pace
Name: _____	Date: 2024.02.15 13:09:58 -05'00'
Job Title: <u>Pricing Analyst</u>	_____
Date: _____	_____



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - TERM)

Customer Information (please print or type)		
Organization Name (full legal name)	New York-Schenectady County	
Billing Frequency	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Annually
Tax Exempt (if yes please provide exemption certificate)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
New Invoice Contact Person	<input type="checkbox"/> Yes <input type="checkbox"/> No	First & Last Name
		Email Address
PO Required?	<input type="checkbox"/> Yes <input type="checkbox"/> No	PO #
MSA # if applicable		

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Feature	Lexis+	Lexis
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Litigation Analytics	✓	X
Brief Analysis	✓	X
Legal News Hub	✓	X
Streamlined Design & User Experience	✓	X
Shepard's® At Risk	✓	X
Code Compare	✓	X
Search Tree	✓	X
Missing & Must Include	✓	X
Data-Driven Practical Guidance	✓	X
Market Standards	✓	X
State Law Comparison Tool	✓	X
Automated Templates	✓	X
Legal Developments	✓	X



Search Term Maps, Ravel View, Legislative Outlook & More

ALL AVAILABLE ONLY FROM LEXISNEXIS

[LexisNexis.com/LexisPlus](https://www.lexisnexis.com/LexisPlus) | Contact your LexisNexis® representative for more information.

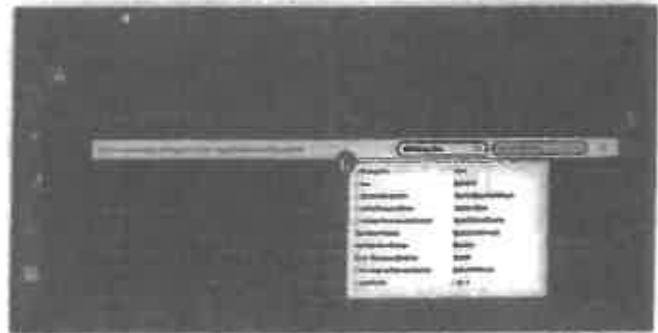


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The Lexis+® landing page introduces a visually optimized design, with integrated starting points for all your legal workflows. To get started, use the **A Experience Dock** to select your preferred experience.

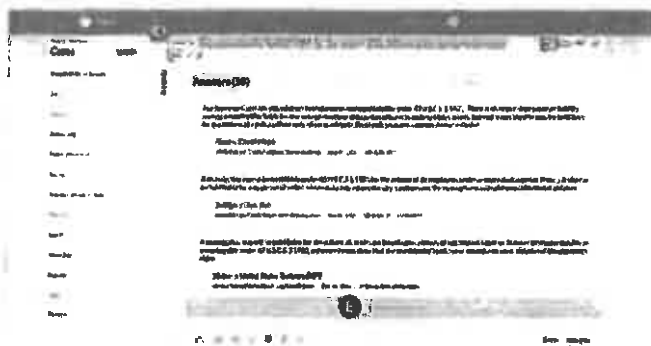
Legal Research

The **B Legal Research** experience introduces an efficient and effective approach to research, featuring a single search for legal, financial, news, and practical guidance content. Access sources, documents, legal phrases, and suggested questions easily, directly from the **C Search Bar**, using either natural language or terms & connectors.



Lexis Answers®

With **D Lexis Answers®** resolve legal questions and find citable authority without searching for and reading lengthy documents, by entering any natural language legal question into the Search Bar to find the answer directly within the document where the answer is found. Filter to the jurisdiction of choice to narrow the results, then simply press search, and three answers display.

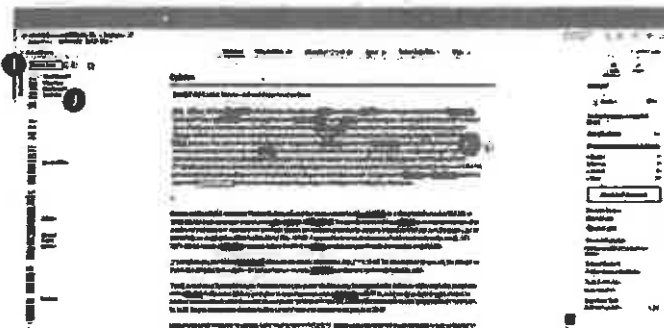
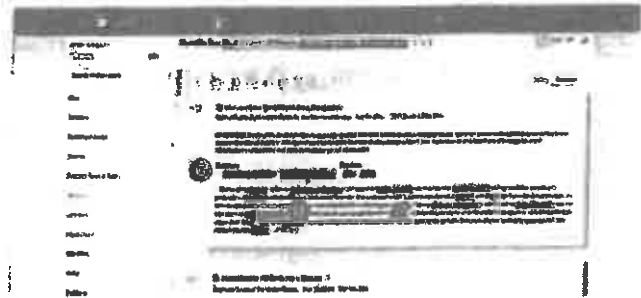


This view can be expanded to show up to 10 answers via **E Show More Answers**. Each answer contains text from the case relevant to the question, as well as the court where the case was decided, the date it was decided, and the citation for the case. Click on the answer to go to the exact location within the case where the answer text is found.

Search Term Maps

Search Term Maps for Cases, News, Statutes & Legislation, Administrative Codes & Regulations, Secondary Materials, Administrative Materials, and Briefs, Pleadings & Motions displays the location and distribution of each of your search terms in both the results list and within each full document, making it easier than ever to identify patterns and the largest concentration of search terms.

Use the graphical view to navigate directly to points in your documents where your terms appear together or select a highlighted term to view an extract of the document where the term appears. The most significant cluster of terms is indicated with an asterisk.

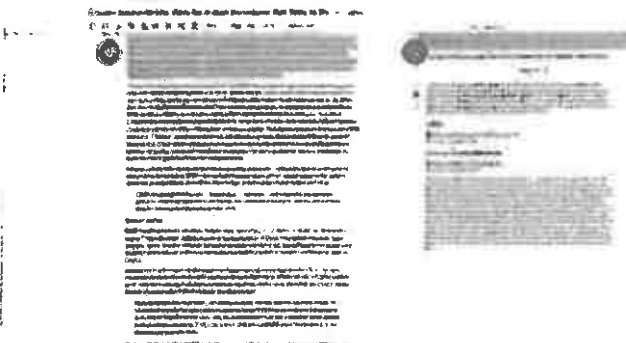
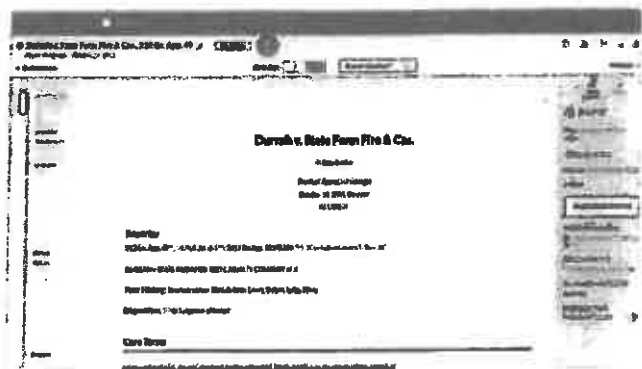


When viewing a document, reference the Search Term Map and highlighted terms. Click on select passages, navigate to specific individual terms, or turn off the multicolor display. Easily identify relevant, useful passages for a more efficient research experience.

Topic Summaries can be found under Headnotes and provide an overview of a legal topic along with resources for further research. Similar to Headnotes, click the More Like This Passage icon to find more cases that have highly relevant language.

Shepard's® At Risk

With Shepard's® At Risk, identify cases at risk of being overruled, where the underlying points of law have been negatively treated by other decisions in the same jurisdiction. In the *Durrah* case, for example, a neutral blue "I" signal indicates this case is not directly overruled or discussed negatively by other citing decisions. However, the orange At Risk warning is also displayed, as another case overruled a decision the *Durrah* case relies upon on the same point of law. Click the button to access the precise "at risk" point of law in this opinion.



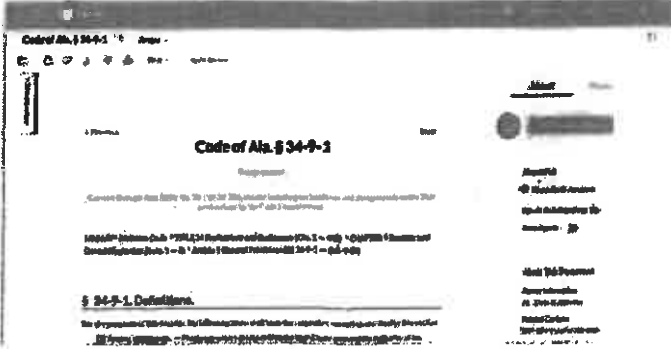
The text of the passage is highlighted in orange. A side panel is also displayed, showing the basis for the risk.

Here, the *Durrah* case relies on another decision, *Cohen*, for this point of law related to the sufficiency of service of process and personal jurisdiction. *Cohen* is overruled on the same point by the *Ragan* case. The relevant passage from *Ragan* is displayed, so you can easily determine the degree of risk to the point expressed in *Durrah*. The "at risk" point of law in the *Durrah* decision is discussed twice in the court's opinion—navigate to both passages within *Durrah* to review the impact of the *Ragan* case on its holding. While there is no direct citing relationship between *Durrah* and *Ragan*, an opposing attorney or court could argue *Durrah* is no longer good law for this proposition.

Code Compare, Court Rule Compare and Legislation Compare

Identify changes in the law or legislative intent with **Code Compare**, **Court Rules Compare** and **Legislation Compare** by reviewing any two versions of a statute, administrative code, court rule or legislation side-by-side.

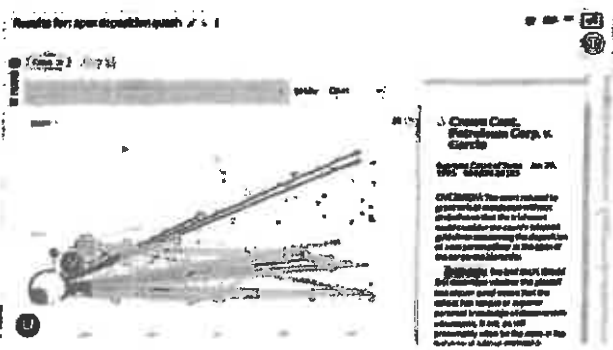
Click **Compare Versions** to compare the current version to the most recent archive version. Select additional versions via **Newer version** and **Older version**.



Green mark-ups indicate text additions and **red** **strikethroughs** indicate text deletions. The **counter** at the top indicates how many additions and deletions are in this compare. The **legend** explains what additions and deletions mean.

Ravel™ View

Leverage data visualizations to identify citing patterns and trends across time and jurisdictions. Select the **citation map** icon in the upper right corner of your case search results screen.



The **results axes** connect cases chronologically and by jurisdiction, with decisions from higher courts appearing farther up the Y axis and decisions from more recent years further along the X axis.

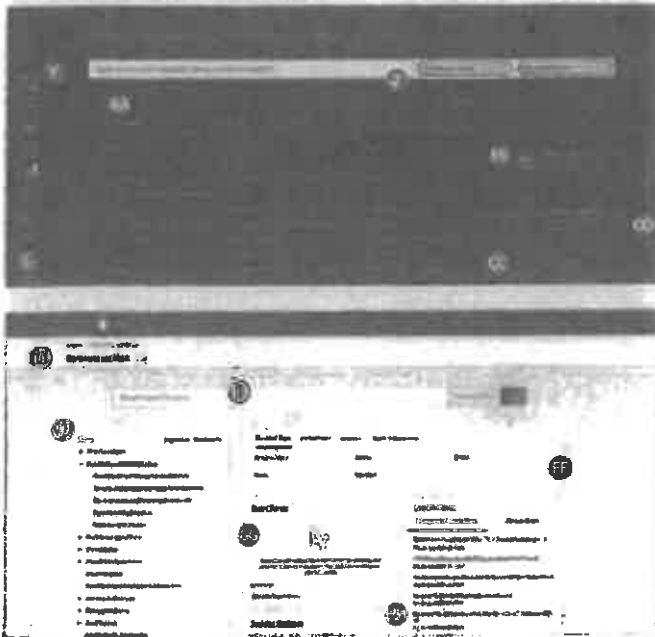
Case bubble size shows how frequently cases have been cited. The larger the bubble, the more a case has been cited. Hover over any case bubble to show lines linking it to other cases. Those lines indicate citation links, and they're even color coded with our Shepard's Signal colors so you'll know in what context the case was cited (overruled, criticized, explained, followed, etc.)

Search Tree



For search customization and control, after running a search, select the **Search Tree** icon to access the first-of-its-kind **visualization tool**, and better understand why certain terms are missing from the results set. Select the boxes with the requisite search terms to refresh the results set with those terms.

Practical Guidance



Quickly kick-start and complete any legal matter with **PG Practical Guidance**, accessible as an experience via the Experience Dock, or via the Search Bar in Legal Research. In the Practical Guidance experience, start with the **Z Search Bar**, or the **EA Explore** section, organized by Practice Area, Content Type, Jurisdiction, Industry, and Tools & Resources. Access **MS Market Standards** to search, compare and analyze publicly filed transactions, **CK Resource Kits** for curated collections of content, and the **SLC State Law Comparison Tool** to compare laws across jurisdictions via customized charts or reports.

Select a **PA Practice Area** to access all the **PG guidance**, **CT tools**, and **IR resources** for that specific area of law. Search within the practice area via the **Z Search Bar**, and navigate the **IT Tasks** to find authoritative content, organized by the way you work.

Document Analysis

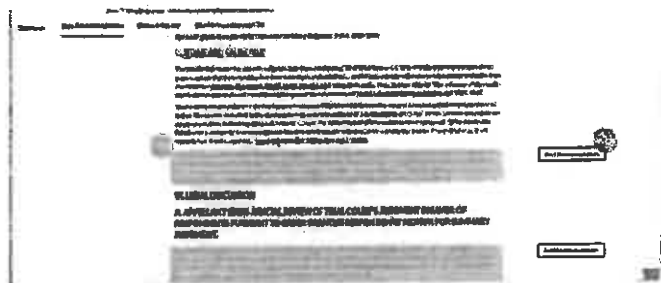
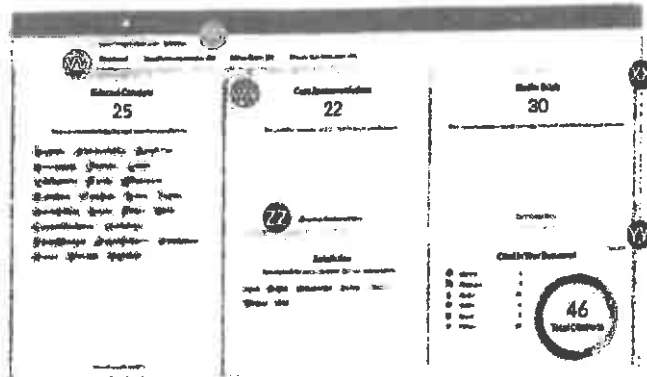
Build stronger arguments and find additional relevant materials with targeted research recommendations and *Shepard's*[®] analysis, based on the citation patterns and legal concepts found in your document. Start by selecting the **DA Document Analysis** experience from the Experience Dock. Then, either **DD drag and drop** a file or **BD browse** your directory to select a file to upload.



After you upload, Document Analysis **DA analyzes your document** for important concepts in the text and citations, and scans it for viruses. The data from your document is encrypted, and LexisNexis[®] stores the text of your document only during your Document Analysis session.

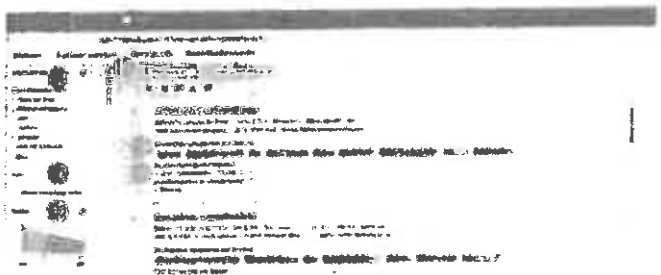
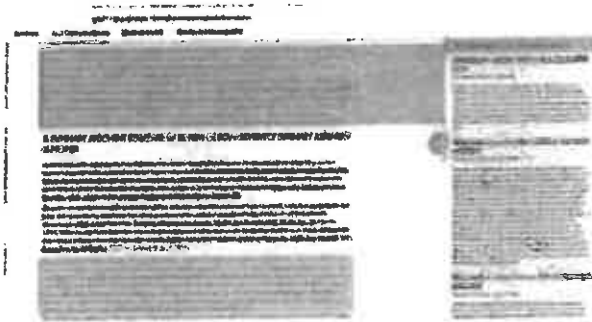
After the analysis of your document is complete, access the **Dashboard** for an overview of the results and recommendations, and which important legal concepts were extracted from your document, and used to map to other relevant documents. Access relevant documents via **Case Recommendations** and **Similar Briefs**, and review Shepard's analysis via **Cited in Your Document**.

For recommendations on relevant cases you might have missed, click **Go to Case Recommendations** or select **Case Recommendations** from the tabbed headings at the top of the screen.



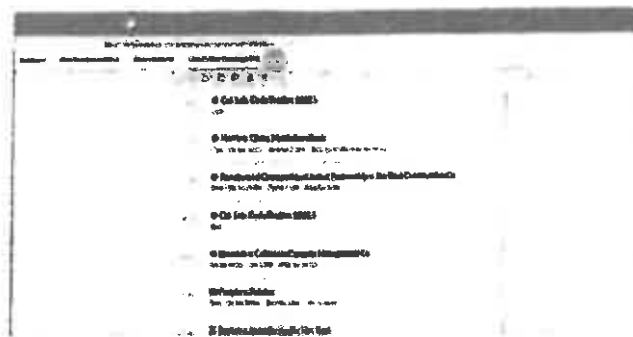
The text of your document is displayed and **key passages** are highlighted with **case recommendations**, based on points of law or arguments identified in the document.

Relevant cases from your jurisdiction are displayed in the **side panel**, with the relevant text passage. Scan these results to determine whether you want to use the recommended case in your document, or validate that the point of law from your document is consistent with the holdings of other cases in your jurisdiction. Note that cases with red signals may be displayed, to provide you with the full array of authorities, so you are aware of possible contrary authority. This is especially helpful when analyzing an opponent's document.



Similar Briefs provides relevant briefs and other court documents identified based on similar legal and factual concepts, and citation patterns. **Matching Legal Concepts** and **Matching Cites** from your document are displayed with each recommended document. Filter by **Legal Concepts** to focus on particular legal concepts important to your research. Click on a concept to narrow results to just those briefs that contain that concept. The selected concept displays above the recommended briefs and is highlighted within the briefs that contain that concept. Note that you can select multiple concepts, and the documents that contain any of the selected concepts will be displayed. You can also filter by **Court** and **Timeline**.

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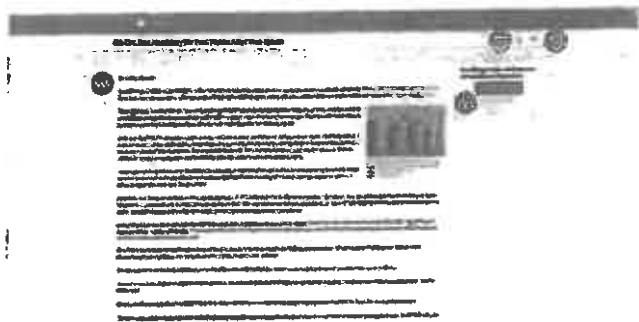
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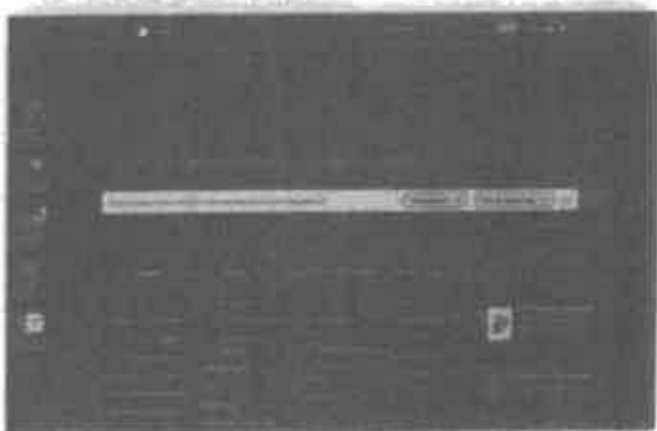
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INVOICES MUST BE RENDERED IN TRIPPLICATE DIRECT TO THE APPROPRIATE SCHENECTADY COUNTY DEPARTMENT FOR WHICH THE GOODS OR SERVICES HAVE BEEN PROVIDED. Claims must be made separately for items chargeable to different departments of the County and must be fully itemized. Claimant assumes risk of authority to bind County. Labor must show names of persons actually performing the work. Certification must be made by an officer of a corporation or co-partner if a partnership. If a bookkeeper, clerk, or other subordinate signs, claim must be accompanied by written authority for such signature.

SCHENECTADY COUNTY STATE OF NEW YORK		LEAVE THESE SPACES BLANK	
DATE:	12/4/2023	CHECK NO:	
CONTRACT NUMBER	21.179	DATE PAID:	
VENDOR NUMBER	290	TERMS APPROVED	CALCULATIONS CHECKED
NAME & ADDRESS OF CLAIMANT Relx Inc. DBA LexisNexis PO Box 9584 New York, NY 10087-4584		CHARGE ACCOUNT NO(S):	
		CLAIM APPROVED 731.00 FOR \$	
DEPT. FURNISHED:		SIGNED:	

DATE	DESCRIPTION	AMOUNT
	LexisNexis online legal research access \$ 731.00 Account# 422Q4QSVW Invoice# 3094798511 for 11/1 to 11/30 , 2023 A546010.413002 (1 attorney - DSS)- \$104.43 A541420.413002 (1 attorney- County Attorney)- \$104.43 A541170.413002 (3 attorneys- Public Defender)- \$313.28 A541173.413002 (2 attorneys- Conflict Defender)- \$208.86	\$731.00
TOTAL:		\$731.00


 DEPARTMENT HEAD SIGNATURE

CERTIFICATION

I, _____ do hereby certify I am _____ (if individual, leave blank; if co-partnership write "member of firm of _____", if corporation, name of officer and name of corporation) that the labor or materials for which this payment is made have actually been performed or furnished by me, as stated on the face of this order or attached bill; that the items of the account are true and correct, that no Federal or State taxes for which the County is exempt are included in the purchase price, and that no part of the same has been previously paid.

PAYEE SIGNATURE: _____ Original Remittance Department



US FEDERAL TAX ID 52-1471842
 CANADIAN GST REGISTRATION NUMBER 123397457RT
 DUN AND BRADSTREET NUMBER 87-767-2683
 LexisNexis, a Division of RELX Inc.

INVOICE TO:

Customer Number: 10000AJJP
 Attn:
 Jennifer Nelson
 New York-Schenectady County
 519 State St
 Schenectady NY 12305-2402
 United States

For inquiries contact your account representative. For the name and number of your representative call 800-543-6862.

Invoice Period	Invoice Date	Invoice Number	Account Number	Payment Due	Amount Due in USD
01-1304-2023 to 30-NOV-2023	30-NOV-2023	3094798511	422Q4QSVW	01-FEB-2024	\$731.00

Summary Current Period Charges	
Current Period Charges	\$731.00
Current Period Charges - Taxes	\$0.00
Total Current Period Charges	\$731.00

Pay Online with credit or debit card: visit <https://connectcenter.lexisnexis.com>
Wire Payment Instructions - To ensure prompt and accurate payment application send to:
 JP Morgan Chase Bank, N.A., 4 New York Plaza, New York, NY 10004
 Account #: 700616043 Routing #: 021000021
 Swift or IBAN: CHASUS33
Send a Remittance Advice to account.receivable@lexisnexis.com containing the name of your organization, your LexisNexis account #, and invoice #s in the subject and body of the email.
Check Payments by Mail - To ensure prompt and accurate payment application send checks payable to RELX Inc. dba LexisNexis using the Remit Payment to the address below.
 Note: If sending payments applicable to multiple invoices include specific payment instructions detailing the account and invoice numbers.

✂ Detach and return this portion with payment



Account Number: 422Q4QSVW
 Amount Due USD: \$731.00
 Invoice Number: 3094798511
 Invoice Date: 30-NOV-2023

Amount Enclosed: _____

Attn:
 Jennifer Nelson
 New York-Schenectady County
 519 State St
 Schenectady NY 12305-2402
 United States

Remit Payment to:
 RELX Inc. DBA LexisNexis
 P.O. Box 9584
 New York NY 10087-4584



00A000009584042204QSVW82023113030947985110000000731002



LexisNexis, a Division of RELX Inc.

Invoice Period	Invoice Date	Invoice Number	Account Number	Payment Due	Amount Due in USD
01-NOV-2023 to 30-NOV-2023	30-NOV-2023	3094798511	422Q4Q5VW	01-FEB-2024	\$731.00

Subscription Invoice Details

LexisNexis Subscription Content Feature (01-NOV-2023 - 30-NOV-2023)	\$731.00
LexisNexis Subscription Subtotal	\$731.00

	Subtotal	\$731.00
	Tax	\$0.00
	Total USD	\$731.00

- For details regarding your invoice, please [click here](#) to access the LexisNexis Account Center using your LexisNexis ID and password. From LexisNexis Account Center you can Pay Open Invoices, Check Account Balance & Payment History, View Usage Data and Manage other aspects of your Account.
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Customer Number/Account Number:

Customer Number	Customer Name	Customer Address	Customer City	Customer State
10086AJP	10086AJP	NEW YORK-SCHENECTADY COUNTY	508499511	13703003

TAX REPORT SUMMARY BY TAX CATEGORY

Tax Category	Subcategory	Transaction	Total Before Tax	Tax Amount	Total	
ONLINE INFORMATION SERVICES		\$731.00	\$0.00	\$731.00	\$0.00	\$731.00

TAX REPORT SUMMARY BY LOCATION

Customer Address	Subcategory	Transaction	Total Before Tax	Tax Amount	Total	
519 STATE ST SCHENECTADY, NY 12305-2482		\$731.00	\$0.00	\$731.00	\$0.00	\$731.00

TAX REPORT DETAIL BY LOCATION

Customer Number	Customer Name	Customer Address	Tax Category	Subcategory	Transaction	Total Before Tax	Tax Rate	Tax Amount	Total
10086AJP	NEW YORK-SCHENECTADY COUNTY	519 STATE ST SCHENECTADY, NY 12305-2482	ONLINE INFORMATION SERVICES		\$731.00	\$0.00	0%	\$0.00	\$731.00



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 1, 2024
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 4, 2024 at 7:00 p.m.
Schenectady County Office Building,
Legislative Chambers, Sixth Floor

Item	Title	Sponsor	Co-Sponsors
WM	4 A RESOLUTION CORRECTING CLERICAL ERRORS ON THE MUNICIPAL TAX ROLL OF NISKAYUNA	Legislator Fields	
TC	2 A RESOLUTION REGARDING A MULTI-YEAR AGREEMENT WITH LEXIS NEXIS FOR LEGAL RESEARCH COMPUTER SERVICES	Legislator Ruzzo	
PS	4 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR GANG VIOLENCE PREVENTION PROGRAMS	Legislator Constantine	

Item	Title	Sponsor	Co-Sponsors
PS	5 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES FOR GANG VIOLENCE PREVENTION PROGRAMS	Legislator Constantine	
PFTI	7 A RESOLUTION APPROVING CAPITAL BUDGET AMENDMENTS FOR IMPROVEMENTS TO THE SCHENECTADY COUNTY RECREATIONAL FACILITY	Legislator Patierne	
PFTI	8 A RESOLUTION AUTHORIZING THE COUNTY OF SCHENECTADY TO ENTER INTO A CROSSING AGREEMENT WITH CHPE LLC AND CHPE PROPERTIES, INC. REGARDING THE CHAMPLAIN HUDSON POWER EXPRESS ELECTRIC TRANSMISSION CABLE SYSTEM CROSSING	Legislator Patierne	
LCS	1 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE CONFLICT DEFENDER'S OFFICE AND AT THE PUBLIC DEFENDER'S OFFICE	Legislator Frisoni	

Item	Title	Sponsor	Co-Sponsors
LCS	2 A RESOLUTION TO CREATE AND ELIMINATE CERTAIN POSITIONS AT THE OFFICES OF THE CONFLICT DEFENDER AND THE PUBLIC DEFENDER AND TO PROVIDE BUDGETARY AMENDMENTS TO FUND THE RESTRUCTURING OF SUCH TITLES	Legislator Patierne	
LCS	3 A RESOLUTION TO CREATE A CERTAIN POSITION AT THE OFFICE OF THE SCHENECTADY COUNTY SHERIFF	Legislator Patierne	
HHHS	8 A RESOLUTION ACCEPTING MONIES FROM HEALTH RESEARCH INC. FOR THE SUPPORT OF THE MEDICAL RESERVE CORPS	Legislator Ostrelch	
HHHS	9 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES	Legislator Ostrelch	
HHHS	10 A RESOLUTION TO ACCEPT MONIES FROM THE NYS OFFICE OF ADDICTION SERVICES AND SUPPORTS FOR SUBSTANCE USE DISORDER AND PROBLEM GAMBLING TREATMENT AND PREVENTION SERVICES	Legislator Ostrelch	

Item	Title	Sponsor	Co-Sponsors
HHHS	11 A RESOLUTION REGARDING THE ACCEPTANCE OF MONIES FROM THE NYS OFFICE OF MENTAL HEALTH	Legislator Ostrelich	
HHHS	12 A RESOLUTION CREATING A CERTAIN POSITION IN SCHENECTADY COUNTY PUBLIC HEALTH SERVICES	Legislator Ostrelich	
HHHS	13 A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO PROVIDE FUNDING FOR IMPROVEMENTS TO THE GLENDALE NURSING HOME	Legislator Ostrelich	
HHHS	14 A RESOLUTION REGARDING BUDGETARY AMENDMENTS TO ESTABLISH AN OPIOID SETTLEMENT FUNDS RESERVE ACCOUNT	Legislator Ostrelich	

LEGISLATIVE INITIATIVE FORM

Date: 3/1/2024
Reference: Ways and Means
Dual Reference: Ways and Means
Initiative: WM 4

Title of Proposed Resolution:

A RESOLUTION CORRECTING CLERICAL ERRORS ON THE MUNICIPAL TAX ROLL OF NISKAYUNA

Purpose and General Idea:

Authorization to Correct Tax Roll in the Town of Niskayuna.

Summary of Specific Provisions:

The Real Property Tax Service Agency has an application requiring legislative approval for tax corrections in the Town of Niskayuna. The applicant was incorrectly charged for water and sewer payments and is, therefore, eligible for \$62,564.46 in taxes to be canceled.

Effects Upon Present Law:

The Real Property Tax Service Agency has received one (1) application for correction of the tax roll from the Town of Niskayuna. The attached memorandum from Paul Romano, Director of Real Property Tax Service Agency, provides the necessary detail to approve this request as the applicants are entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

The Department of Finance recommends that this item be presented to the County Legislature for its consideration.

Justification:

Paul Romano, Director of Real Property, communicated that the applicant was incorrectly charged for water and sewer payments. They are therefore eligible for \$62,564.46 in taxes to be canceled.

Sponsor: Legislator Fields

Co-Sponsor:

COUNTY OF SCHENECTADY

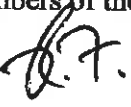


RORY FLUMAN
COUNTY MANAGER

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
Jaclyn Falotico, Commissioner of Finance
Paul Romano, Director of Real Property Tax Service Agency

Date: March 1, 2024

RE: Authorization to Correct Tax Roll in the Town of Niskayuna

The Real Property Tax Service Agency has an application requiring legislative approval for tax corrections in the Town of Niskayuna

The applicant was incorrectly charged for water and sewer payments and are therefore eligible for \$62,564.46 in taxes to be cancelled.

Attached is a memorandum from Jaclyn Falotico, Commissioner of Finance, detailing the properties and the level and nature of the corrections.

I recommend your approval.

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

County Finance

Memo

TO: Rory Fluman, County Manager

FROM: Jaclyn Falotico, Commissioner of Finance *RF*

DATE: February 29, 2024

SUBJECT: Applications for Corrected Tax Roll
(Town of Niskayuna)

The Real Property Tax Service Agency has received one (1) application for correction of the tax roll from the Town of Niskayuna. The attached memorandum from Paul Romano, Director of Real Property Tax Service Agency, provides the necessary detail to approve this request as the applicants are entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

The Department of Finance recommends that this item be presented to the County Legislature for its consideration.

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

County Finance

Memo

TO: Jaclyn L. Falotico, Commissioner of Finance
FROM: Paul G. Romano, Director
Real Property Tax Service Agency *PK*
DATE: February 29, 2024
SUBJECT: Applications for Corrected Tax Roll (1)
(Town of Niskayuna)

The Real Property Tax Service Agency has one (1) application requiring legislative approval for correction to the 2024 Town and County General Tax Bill from the Town of Niskayuna. The applicant named below is entitled to a correction or refund of the taxes levied pursuant to the definitions of Section 550 of the Real Property Tax Law.

<u>TOWN</u>	<u>OWNER S/B/L</u>	<u>REASON</u>	<u>AMOUNT OF TAXES BILLED</u>	<u>AMOUNT OF TAXES DUE</u>
Niskayuna	NYS Medical Care Facilities 60.11-1-1	Clerical Error	\$ 293,639.16	\$ 231,074.70
			Amount to <u>Cancel</u> = \$62,564.46	

(Water and sewer payments were made on time and were erroneously flagged as unpaid and subsequently re-levied onto the tax bill.)