



Law & Finance Committee

September 14, 2022 4PM
40 McMaster Street, Ballston Spa, NY

Chair: Jonathan Schopf

Members:

Phil Barrett- VC
Joe Grasso
John Lant
Jean Raymond
Kevin Tollisen
Matt Veitch

Welcome and Attendance

Approval of the minutes from August 10, 2022

REAL PROPERTY TAX

- Scheduling a Public Hearing to amend Local Law #1 of 1967, as last amended by Local Law #2 of 1995, to increase allowable income limits and grant partial real property tax exemptions to persons 65 years of age or over.
(Anna Stanko, Director of Real Property)
BUDGET IMPACT: No Budget Impact.

BUILDINGS & GROUNDS

- Authorizing the procurement of materials and services necessary for expansion of Family Court, and amending the 2022 County Budget in relation thereto.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: Funding for this project will require an appropriation of \$500,000 from fund balance.

PUBLIC SAFETY

- Authorizing acceptance of a 2021-2022 Statewide Interoperable Communications Grant from the NYS Division of Homeland Security and Emergency Services, and amending the 2022 County Budget in relation thereto.
(Carl Zeilman, Director of Emergency Management)
BUDGET IMPACT: The budget will be amended to accept these funds and authorize the related expenses.
- Authorizing a renewal agreement with RS Telecom, Inc. to perform repair and maintenance work on the County's Public Safety Microwave Radio System.
(Carl Zeilman, Director of Emergency Management)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Proclaiming October 2022 as Domestic Violence Awareness Month in Saratoga County.
(Karen Heggen, District Attorney)
BUDGET IMPACT: No Budget Impact.

- Amending Resolution 191-2022 to revise and restate the stated terms and amounts for a renewal agreement with Lexipol, LLC.
(Michael Zurlo, County Sheriff)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Proclaiming September 18 through September 24, 2022 as Sheriffs' Week in Saratoga County.
(Michael Zurlo, County Sheriff)
BUDGET IMPACT: No Budget Impact.
- Authorizing a Memorandum of Understanding with Albany, Schenectady, and Warren Counties for Assigned Counsel Program collaboration in improving indigent defense services in the Capital Region.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT: No Budget Impact.
- Authorizing a Memorandum of Agreement with the City of Saratoga Springs for the construction of a storage bay for the County HAZMAT vehicle.
(Steve Bulger, County Administrator)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

PUBLIC WORKS

- Authorizing an agreement with James H. Maloy, Inc. for the repair of the County Route 7 Bridge over Daly Creek bridge in the Town of Day, and amending the 2022 County budget in relation thereto.
(Chad Cooke, Commissioner of Public Works)
BUDGET IMPACT: Funding for this agreement will require an appropriation in the amount of \$37,000 from Fund Balance.
- Approving a Public Benefit Project to design and build a Veterans' Hall / County Government Building at the Saratoga County Fairgrounds, and amending the 2022 County budget in relation thereto.
(Steve Bulger, County Administrator)
BUDGET IMPACT: Funding for this project will require an appropriation in the amount of \$500,000 utilizing ARPA funds.

HEALTH & HUMAN SERVICES

- Authorizing a renewal agreement with Berkshire Farm Center and Services for Youth, Inc. for the operation of the Enhanced Stepping Stones Program (ESSP).
(Tina Potter, Commissioner of Social Services)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

- Amending Resolution 238-2022 and authorizing an agreement with Shelters of Saratoga, Inc. for reimbursement of costs associated with the short-term lease of a portion of 145 South Broadway in the City of Saratoga Springs, known as 4 Adelphi Street, for the provision of Code Blue Shelter services.
(Tina Potter, Commissioner of Social Services)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with the Town of Clifton Park to provide funding for the purchase of a transportation vehicle for seniors.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with the Town of Halfmoon to funding for the purchase of a transportation vehicle for seniors.
(Sandi Cross, Director of the Department of Aging & Youth Services)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

HUMAN RESOURCES & INSURANCE

- Authorizing a health insurance contract with Capital District Physicians' Health Plan , Inc. for 2023.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT: No Budget Impact. Funds for this agreement will be included in the 2023 tentative budget.
- Authorizing an agreement with MVP Health Plan, Inc. for all Medicare eligible retirees for 2023.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT: No Budget Impact. Funds for this agreement will be included in the 2023 tentative budget.
- Authorizing an agreement with Metropolitan Life Insurance Company, Inc. for dental health insurance for 2023.
(Scot Chamberlain, Director of Human Resources)
BUDGET IMPACT: No Budget Impact. Funds for this agreement will be included in the 2023 tentative budget.

LAW & FINANCE

- Authorizing an agreement with Nationwide Court Services, Inc. for the provision of service of legal papers in court proceedings for various County Departments.
(Michael Hartnett, County Attorney)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

- Authorizing the acceptance of a grant from the NYS Board of Elections for an Absentee Ballot Pre-Paid Postage Grant.
 (Roger Schiera, William Fruci, Commissioner of Elections)
BUDGET IMPACT: The budget will be amended to accept these funds and authorize the related expenses.
- Authorizing a renewal agreement with EFPR Group, CPA's, PLLC for professional services to provide single audit and general-purpose financial services for the County and its agencies.
 (Steve Bulger, County Administrator)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with Alpine Environmental Services, Inc. for pre-renovation asbestos inspection and mold sampling, analysis, and reporting at Saratoga County Sewer District No. 1's Maintenance Facility in the Town of Halfmoon.
 (Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing the conveyance of a sewer line easement over County Land in the Town of Malta.
 (Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact.
- Authorizing an agreement with James A Edgar Co., Inc. for work relating to the roof restoration at Building 4 of the Saratoga County Sewer District No.1's maintenance facility.
 (Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.
- Authorizing an agreement with Titan Roofing, Inc. for the roof replacement of Building 1 of Saratoga County Sewer District No. 1's maintenance facility in the Town of Halfmoon.
 (Dan Rourke, Executive Director of Sewer District)
BUDGET IMPACT: No Budget Impact. Funds are included in the Department Budget.

CHAIRMAN'S ITEM

- Appointing a Member of the Capital District Regional Planning Commission.
BUDGET IMPACT: No Budget Impact.
- Appointing a Director of the Saratoga County Capital Resource Corporation.
BUDGET IMPACT: No Budget Impact.

OTHER BUSINESS

- Committee approval of grant funds from Covid Non-Profit Grant for recruitment and retention of Volunteer Fire Department.
(Steve Bulger, County Administrator)
BUDGET IMPACT: No Budget Impact.

Notification to the Law and Finance Committee from County Administrator regarding recommendation of appointment of Department Head (Commissioner of Social Services).

- **Setting agenda for Board Meeting Scheduled For September 22, 2022**

Adjourn

To view the webcast live or once recorded, go to <https://www.saratogacountyny.gov/meetings/2022-meetings/>



SARATOGA COUNTY
AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: County Attorney

DATE: September 1, 2022

COMMITTEE: Law & Finance

RE: Authorizing an Agreement with Nationwide Court Services, Inc.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with NCS, Inc.

3. Specific Details on what the resolution will authorize:

Contract approval with Nationwide Court Services, Inc. for a process server to serve Court paperwork for County agencies including the County Attorney's Office, Public Defender's Office, Conflict Defender's Office, and the Department of Social Services.

Requested contract approval is for the Option 2 - Flat Rate proposal submitted by Nationwide Court Services, Inc.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office Consulted <input checked="" type="checkbox"/>
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Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation RFP

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term: August 15, 2022

f. Termination of contract date: August 15, 2024

g. Contract renewal and term: 2 Optional Renewals for (1) year terms

h. Contact information: Nationwide Court Services, Inc.
761 Koehler Ave., Suite A, Ronkonkoma, NY

i. Is the vendor/contractor an LLC, PLLC or partnership: Corporation

j. State of vendor/contractor organization: NY

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Sole bid submitted in response to 22-RFPPS-1.

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Draft Markup Resolution

10. Remarks:

ORIGINAL



June 30, 2022

Saratoga County Purchasing Department
Attn: John T. Warmt, Director of Purchasing
50 West High Street
Ballston Spa, NY 12020

**RE: Request for Proposals – Process Server
22-RFPPS-1**

Dear Mr. Warmt:

This letter is intended to provide an overview of our company, Nationwide Court Services, Inc., (“NCS”), for the bid proposal in connection with the above referenced Invitation for Bids set forth by the County of Saratoga. I will touch upon our qualifications and experience briefly in this letter.

NCS was established in 1994 as a legal services company providing a variety of legal services included service of legal process and legal papers. NCS has actively been in the business of process service for over 25 years and has been a duly licensed process serving agency with the NYC Department of Consumer Worker Protection (“DCWP”) since 1997. NCS is also a certified New York State and New York City Women-owned Business Enterprise (“WBE”). We currently provide service of legal process and legal papers through the State of New York. Copies of our current process service license, NYS and NYC WBE Certificates, and New York Department of State entity information are attached hereto.

HEADQUARTERS

761 Koehler Avenue, Suite A, Ronkonkoma, NY 11779
Telephone: 631-981-4400 – Facsimile: 631-980-7847 – www.nationwidecourtservices.com
20 Vesey Street, New York, NY 10007
Telephone: 212-349-3776 – Facsimile: 212-385-4110

NCS Currently handles process service requests for attorneys, law firms, and both state and NYC municipal agencies. In 2021 alone we successfully completed over 51,000 serves, as well as another 44,000 services in 2020. These numbers reflect lower pandemic activity, and the volume before the COVID-19 crisis was even higher. We currently maintain offices in three locations (Manhattan, Carle Place, and Ronkonkoma) and have worked with the City of New York to provide service of legal papers and process for various contracts over many years. We excel in meeting the needs of our clients, and routinely perform all types of service required under this contract.

NCS is adequately staffed and available to begin services immediately upon notification of award contract. All of our NYC servers are licensed and DCWP-complaint, each carries an electronic device for the purpose of tracking their serves, and all records are maintained in our electronic database.

Our company is committed to providing quality service to our clients. In order to meet the contract requirements we will also utilize in-office professionals and our administrative support staff to dispatch and monitor status of all serve requests and ensure compliance with the terms of this contract, as well as DCWP requirements. Our staff and process servers will be overseen by our office manager, as well as our Director of Operations. NCS also employees experienced information technology (IT) professionals to handle all matters of IT concerns, ranging from the security and efficiency of our computer and networking systems to development and maintenance of the computerized database systems we utilize for monitoring the status of our services.

Please feel free to contact me with any questions you may have about our expertise or our company's long and considerable experience serving legal process and other legal papers. NCS staff are readily available by phone at 631-981-4400 during regular business hours to address any concerns the Department may have. We also have a staff of attorney who are available and able to assist with legal concerns. Our Director of Operations, Paula Parrino, Esq., is also available by

HEADQUARTERS

761 Koehler Avenue, Suite A, Ronkonkoma, NY 11779

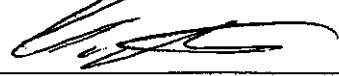
Telephone: 631-981-4400 – Facsimile: 631-980-7847 – www.nationwidecourtservices.com

20 Vesey Street, New York, NY 10007

Telephone: 212-349-3776 – Facsimile: 212-385-4110

telephone or email at paula@nationwidecourtservice.com to answer any specific questions or concerns with regard to the bid proposal. Thank you for your curtesy and consideration.

Very Truly Yours,



Christopher Santoro, Esq.
Nationwide Court Services, Inc.

HEADQUARTERS

761 Koehler Avenue, Suite A, Ronkonkoma, NY 11779

Telephone: 631-981-4400 – Facsimile: 631-980-7847 – www.nationwidecourtservices.com

20 Vesey Street, New York, NY 10007

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- A bill from server's agency must be submitted, with the County Voucher, indicating the same information as on the voucher. A detailed mileage log must be submitted with each voucher.
- Server must complete a County voucher for payment of their services. The voucher must show the name of the person served, area traveled to and round trip mileage, and must be signed by the server.
- Server must have the ability to effect service throughout the United States.
- If service has been completed, the original Affidavit, County Voucher, and bill must be submitted to the requesting department to be processed for payment.
- If service has NOT been completed, at a minimum, the original Affidavit must be returned before the court date with the reason why documents were not served written on it. A bill and County Voucher must be submitted to receive payment for "failed, but attempted service".

Proposals may be submitted on either a per service and mileage rate (Option 1) or on a flat rate/no mileage basis (Option 2), or both.

Option 1:

- \$ \$67.00 per service
- \$ \$0.60 per mile
- \$ \$67.00 new address
- \$129.50 Out of State Charge
- \$Same as Service attempted but failed charge (if any)
- \$ \$70.00 per hour - stakeout
- \$ \$15.00 rush surcharge (if any)

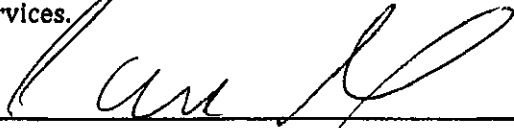
- Option 2:** \$ \$67.00 flat rate per service in Saratoga County or other counties listed by proposer (list counties); \$45.00 per service in NYC
\$50 per service in Nassau and Suffolk
- \$ \$69.99 flat rate per service in counties adjoining Saratoga County (Albany, Fulton, Hamilton, Montgomery, Rensselaer, Schenectady, Warren and Washington)
 - \$ \$69.99 flat rate per service in New York State in a county other than Saratoga or a county adjoining Saratoga County
 - \$ \$129.50 flat rate per service in the United States outside of New York State
 - \$Same as Service attempted but failed charge (if any)
 - \$ \$70.00 per hour - stakeout
 - \$ \$15.00 rush surcharge (if any)

Please return with your proposal a signed Indemnity and Insurance Agreement (attached), a copy of your Certificate of Insurance, a notarized Certificate of Compliance with the Iranian Divestment Act and a Certificate of Compliance for the Prevention of Sexual Harassment (attached).

The contract period is for two (2) year beginning August 15, 2022 through August 14, 2024 with the option to extend the contract for two (2) additional one (1) year periods upon written agreement of both parties. The County shall have a right to terminate the contract upon sixty (60) days' notice.

Any company awarded this contract will be required to abide by regulations of the New York State Office of Temporary and Disability Assistance pertaining to maintaining the confidentiality of documents served in child support enforcement proceedings.

Saratoga County reserves the right to negotiate lower rates with the company selected prior to the final award of the contract by the Purchasing Department or the Saratoga County Board of Supervisors. Saratoga County further reserves the right to reject any proposal by a company that has refused to perform a service requested by the County under a prior contract for process server services.

DATE 7/1/22 SIGNATURE 
NAME & TITLE Paula Parrino, Vice President
COMPANY Nationwide Court Services, Inc.
ADDRESS 761 Koehler Avenue
Ronkonkoma, NY 11779
TELEPHONE 631-981-4400
FAX 631-981-7087
EMAIL paula@nationwidecourtservice.com

Process Serving Agency License

Business Name:

NATIONWIDE COURT SERVICES, INC.

DBA/Trade Name:

Business Address:

20 VESEY ST

NEW YORK, NY 10007-2913

License Number: 1037536-DCA

Issued: 01/11/2022 **Expires:** 02/28/2024



209-2022-RPSO

New York City Department of Consumer and Worker Protection
42 Broadway, New York, NY 10004

For complaints, contact:

311 | nyc.gov/dcwp



Bill de Blasio
Mayor

**Consumer and
Worker Protection**

Lorelei Salas
Commissioner



NEW YORK STATE

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (WBE) CERTIFICATION

Empire State Development's Division of Minority and Women's Business Development grants a

Women Business Enterprise (WBE)

pursuant to New York State Executive Law, Article 15-A to:

Nationwide Court Services, Inc. DBA Nationwide Posting & Publication Inc.

Certification Awarded on: October 2, 2017

Expiration Date: October 2, 2022

File ID#:



Division of Minority
and Women's
Business Development

A Division of Empire State Development

Department of State

Division of Corporations

Entity Information

[Return to Results](#)

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Entity Details

ENTITY NAME: NATIONWIDE COURT SERVICES, INC.	DOS ID: 1982897
FOREIGN LEGAL NAME:	FICTITIOUS NAME:
ENTITY TYPE: DOMESTIC BUSINESS CORPORATION	DURATION DATE/LATEST DATE OF DISSOLUTION:
SECTION OF LAW: 402 BCL - BUSINESS CORPORATION LAW	ENTITY STATUS: ACTIVE
DATE OF INITIAL DOS FILING: 12/19/1995	REASON FOR STATUS:
EFFECTIVE DATE INITIAL FILING: 12/19/1995	INACTIVE DATE:
FOREIGN FORMATION DATE:	STATEMENT STATUS: CURRENT
COUNTY: SUFFOLK	NEXT STATEMENT DUE DATE: 12/31/2023
JURISDICTION: NEW YORK, UNITED STATES	NFP CATEGORY:

ENTITY DISPLAY

Service of Process Name and Address

Name: NATIONWIDE COURT SERVICES, INC.
Address: 761 KOEHLER AVENUE , RONKONKOMA, NY, UNITED STATES, 11779

Chief Executive Officer's Name and Address

Name: ARLENE NELSON
Address: 761 KOEHLER AVE, RONKONKOMA, NY, UNITED STATES, 11779

Principal Executive Office Address

Address: 761 KOEHLER AVE, RONKONKOMA, NY, UNITED STATES, 11779

Registered Agent Name and Address

Name: C T CORPORATION SYSTEM
Address: 28 LIBERTY ST., NEW YORK, NY, 10006

Entity Primary Location Name and Address

Name:
Address:

Farmcorpflag

Is The Entity A Farm Corporation: NO

Stock Information

Share Value	Number Of Shares	Value Per Share
NO PAR VALUE	200	\$0.00

INDEMNITY AND INSURANCE AGREEMENT

IT IS HEREBY AGREED by Nationwide Court Services, Inc., the CONTRACTOR, as follows:

INSURANCE
CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase and maintain such insurance as will protect him from all claims as set forth below, which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

1. claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificates of Insurance acceptable to the County shall be filed with the County prior to commencement of the work. Saratoga County must be named and included as an additional insured under the Contractor's general liability insurance. Proof that the County has been named as an additional insured on the Contractor's general liability insurance must be provided in the form of an additional insured rider to said policy, or by other proof acceptable to the Saratoga County Attorney

The Contractor's Comprehensive General Liability Insurance and Automobile Insurance shall be in an amount not less than One Million Dollars (\$1,000,000) for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount not less than One Million Dollars (\$1,000,000) on account of one occurrence. The Contractor's Property Damage Liability Insurance shall be in an amount not less than One Million Dollars (\$1,000,000). The Contractor shall require his subcontractors to procure and to maintain during the life of his subcontract, Subcontractors' Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified hereinabove. The Contractor's and his subcontractors' Liability Insurance shall include adequate protection against the following special hazards:

Bodily Injury and Property Damage -- completed job operation and/or products liability at before mentioned limits with \$1,000,000 for bodily injury and \$1,000,000 aggregate for operations, protection, contractual and products and/or completed job operations. Property Damage shall be on the broad form and shall include coverage for explosion, collapse and underground damages.

The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's obligation to indemnify the COUNTY.


Attorney's Approval

All documents submitted shall be subject to the approval of the Saratoga County Attorney as to form and content.

HOLD HARMLESS

The CONTRACTOR shall, at all times, indemnify and save harmless the COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by the acts or omissions of the CONTRACTOR, any person employed by the CONTRACTOR, its Contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law, or in equity, for the benefit of the COUNTY.

IN WITNESS WHEREOF, the CONTRACTOR have set its hand this 1 day of July.

SIGNATURE 
NAME & TITLE Paula Parrino, Vice President of Operations




CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2022

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

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

PRODUCER  DIANA CASEY AGENCY 1093 N BROADWAY N MASSAPEQUA, NY 11758	CONTACT NAME: DIANA CASEY PHONE (A/C No. Ext): 516 753-0060 E-MAIL ADDRESS: DIANA@DIANACASEY.NET	FAX (A/C No.): 516 753-4468
	INSURER(S) AFFORDING COVERAGE	
INSURED NATIONWIDE COURT SERVICES INC 761 KOEHLER AVE RONKONKOMA, NY 11779	INSURER A: State Farm Fire and Casualty Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	


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

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

INSR LTR	TYPE OF INSURANCE	ADSL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC	Y	Y	92-AP-5296-7	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201-4029-E06-32A	11/06/2021	11/06/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			92-CC-H917-2	08/07/2021	08/07/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ENOL			209 1860-F25-32A	06/25/2022	06/25/2023	1 MILLION LIABILITY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as additional insured on a primary and non-contributory basis with waiver of subrogation as per written contract

CERTIFICATE HOLDER Saratoga County Attn: John T. Warmt, Director of Purchasing 50 West High Street, Ballston Spa, NY 12020	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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VENDOR INFORMATION
FOR THE COUNTY OF SARATOGA

Please complete the following information which is necessary in order for Saratoga County to track vendor applicant information and the County's purchasing process.

Business Name Nationwide Court Services, Inc.

Address 761 Koehler Avenue, Ronkonkoma, NY 11779

Business Type (Sole Proprietorship, Corporation, LLC, etc.) Corporation

Is your business a Disadvantaged Business Enterprise (DBE)? Yes No

Is your business a Minority and Women-Owned Business Enterprise (MWBE)? Yes No

Does your business have a small business status? Yes No

Any other business status, please provide information: N/A

Provide the name of the Certifying Entity (ties): _____

Have you conducted business with the County before? Yes No

If the answer to the above question is NO, please provide your Federal ID Number and attach a copy of your W-9 Form. FEIN #: 11-3303480

How did you discover this Bid opportunity? Bid Net

Do you use the Empire State Municipal Purchasing Group Website (BidNet)? Yes No

If Yes, do you find it useful (explain) or if No, why? BidNet is easy in some regards as all the required documents are available in one location. However, keyword searches can be improved for consistency in delivering accurate results.

Completing the above information does not change your chances of being awarded a contract. The information collected will NOT be sold and will not be used to contact you.

Thank you.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XX - 2022

Introduced by [Law and Finance Committee]:

AUTHORIZING AN AGREEMENT WITH NATIONWIDE COURT SERVICES, INC., FOR THE PROVISION OF SERVICE OF LEGAL PAPERS IN COURT PROCEEDINGS FOR VARIOUS COUNTY DEPARTMENTS

WHEREAS, the County issued a Request for Proposals for process server services; and

WHEREAS, Nationwide Court Services, Inc. has submitted a low bid proposal for the provision of legal papers in court proceedings for various County departments for the term of two (2) years commencing on August 15, 2022 and terminating on August 15, 2024, with an option of up to two (2) renewals for a term of one (1) year each; and

WHEREAS, our Law and Finance Committee and the County Attorney have recommended that the County enter into an agreement with Nationwide Court Services, Inc. for the provision of service of legal papers in court proceedings for various County departments for the term commencing August 15, 2022 and continuing through August 15, 2024, with an option of up to two (2) renewals for a term of one (1) year each; now, therefore be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with Nationwide Court Services, Inc. for the provision of service of legal papers in court proceedings for various County departments for the term commencing August 15, 2022 and continuing through August 15, 2024, with an option of up to two (2) renewals for a term of one (1) year each at the following rates: \$67.00 flat rate service in Saratoga County; \$45.00 per service in New York City; \$50.00 per service in Nassau County and Suffolk County; \$69.99 flat rate service in counties adjoining Saratoga County (Albany, Fulton, Hamilton, Montgomery, Rensselaer, Schenectady, Warren and Washington); \$69.99 flat rate service in New York State in a county other than Saratoga or a county adjoining Saratoga County; \$129.50 flat rate service in the United States outside New York State; service charge for attempted but failed service shall be the same rate as if serve was made provided at least two (2) attempts were made at service; \$70.00 per hour for stakeout; and \$15.00 for a rush surcharge for any service within forty-eight (48) hours of the request for service; and it is further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No Budget Impact. Funds are available in the 2022 Department budget.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Board of Elections



DATE: September 14, 2022

COMMITTEE: Law & Finance



RE: Absentee Ballot Pre-Paid Postage Grant

This column must be completed prior to submission of the request.

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Absentee Ballot Pre-Paid Postage Grant Acceptance

3. Specific Details on what the resolution will authorize:

In prior years, a voter requesting or returning an absentee ballot was obligated to pay the postage if it was sent to the Board of Elections by mail. An amendment to the NY Election Law 8-400 & 8-406 now requires that the return envelopes for applications and absentee ballots be postage paid. The Legislature authorized a grant of \$4 million to reimburse County Boards of Election for eligible expenses incurred between 07/01/2022 and 12/31/2022. The Grant fund is administered by the NYS Board of Elections. The Saratoga County share of this fund is \$56,377.69.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount
A.22.000.3086	State/Legislative Grants	\$56,377.69

Expense

Account Number	Account Name	Amount
A.22.000.8531.1	Postage	\$56,377.69

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other
	\$56,377.69		

5. Identify Budget Impact:

The budget will be amended to accept these funds and authorize the related expenses

- a. G/L line impacted See #4 above
- b. Budget year impacted 2022
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

State

b. Agency granting funds:

NYS Board of Elections

c. Amount of grant:

\$56,377.69

d. Purpose grant will be used for:

Postage, equipment, supplies and expenses per Attachment A-1 (p.4).

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

07/01/2022 - 12/31/2022

g. Amount of county matching funds:

None

h. Administrative fee to County:

None

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other Proposed grant agreement

10. Remarks:

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207</p>	<p>BUSINESS UNIT/DEPT. ID: BOE01 / 1110000 CONTRACT NUMBER: BOE01 - T004609 - 1110000 CONTRACT TYPE: <input type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input checked="" type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME: Saratoga County Board of Elections</p>	<p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME: N/A</p>	<p>PROJECT NAME: Absentee Ballot Pre-Paid Postage</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER: N/A CFDA NUMBER (Federally Funded Grants Only): N/A</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: 50 West High Street Ballston Spa, NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACT MAILING ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number: N/A</p> <p>Exemption Status/Code: N/A <input type="checkbox"/> Sectarian Entity</p>

Contract Number: # BOE01 - T004609 - 1110000

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: 07/01/2022 To: 12/31/2022</p> <p>CURRENT CONTRACT PERIOD:</p> <p>From: To:</p> <p>AMENDED TERM:</p> <p>From: To:</p> <p>AMENDED PERIOD:</p> <p>From: To:</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount):</p> <p>CURRENT: \$56,377.69</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S)</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

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

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program Specific Terms and Conditions
 A-2 Federally Funded Grants

- Attachment B: B-1 Expenditure Based Budget
 B-2 Performance Based Budget
 B-3 Capital Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: # BOE01 - T004609 - 1110000

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

CONTRACTOR:

Saratoga County Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Board of Elections

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

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

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

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

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

C. Order of Precedence:

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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

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

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

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

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

J. Notice:

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

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

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

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

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

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

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

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

2. Notice of Termination:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

B. Advance Payment and Recoupment:

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

C. Claims for Reimbursement:

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

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

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
- a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. *Cost Allocation:*

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

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

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

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

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

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

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

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

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

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

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

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

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

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

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

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

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

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

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0%) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. Recoupment of any advance payment(s) shall be recovered by crediting (%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____
Period: <u>N/A</u>	Amount: _____	Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- Quarterly Reimbursement
Due date _____
- Monthly Reimbursement
Due date _____
- Biannual Reimbursement
Due date _____
- Fee for Service Reimbursement
Due date _____

- Rate Based Reimbursement
Due date _____
- Fifth Quarter Reimbursement
Due date _____
- Milestone/Performance Reimbursement
Due date/Frequency _____
- Scheduled Reimbursement
Due date/Frequency 03/31/2023

II. REPORTING PROVISIONS

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

- Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

- Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

- Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

- Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 90 days after the end of the contract period.

- Consolidated Fiscal Report (CFR)¹

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

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

Attachment A-1

County Boards of Elections reimbursement program for actual expenses related to pre-paid postage for absentee ballots envelopes and associated supplies and materials.

The New York State Aid to Localities Budget authorizes \$4 million be made available to local boards of elections for reimbursement of costs related to providing pre-paid return postage on absentee ballots and applications pursuant to a plan by the State Board of Elections. A copy of such plan shall be sent to the director of the Division of Budget, the Senate Finance Committee, and the Assembly Ways and Means Committee.

On April 9, 2022, New York State amended Sections 8-400 and 8-406 of the election law by adding a new paragraph (e) and §2. to read as follows:

(e) When mailing an absentee ballot application to a voter, the board of elections shall provide a domestic postage paid return envelope. When providing an absentee ballot application to a voter in-person, the board of elections shall offer the voter a domestic postage paid return envelope and provide one if requested.

2. When mailing an absentee ballot to a voter the board of elections shall provide a domestic postage paid return envelope. When providing an absentee ballot to a voter in-person, the board of elections shall offer the voter a domestic postage paid return envelope and provide one if requested.

An Absentee Ballot Pre-Paid Postage Grant Program is established to put into place a contract/reimbursement process to guide county boards of elections and State Government partners through a voucher reimbursement process.

This grant fund distribution program does not provide for the direct release of State funds to counties.

County Boards of Elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance

Attachment A-1

with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

To receive reimbursement, county Boards of Elections must complete and submit a claim for payment to the State Board of Elections. Forms to be completed are included in the claim for payment section of Attachment A-1.

General Information	
Purpose of Program	Reimburse County Boards of Elections for local dollars spent to provide pre-paid return envelopes for absentee ballots and applications and other related costs.
Submission of Reimbursement Request	Upon a county's payment of invoices related to items and services allowable under the Absentee Ballot Pre-Paid Postage Grant Program.
Duration of Capital Projects Grant Program	The Absentee Ballot Pre-Paid Postage Grant Program expires when there are no funds remaining of the county's specific allocations, as evidenced in the regular accounting and reporting of such funds provided by NYS Office of General Services, but no later than December 31, 2022. Eligible expenses must take place between July 1, 2022 and December 31, 2022. All Claims for Payment must be submitted to State Board of Elections no later than March 31, 2023.

Such funds may be used to reimburse county Boards of Elections for allowable expenditures made in securing products or services related to providing pre-paid postage for absentee ballot and absentee ballot application return envelopes.

Attachment A-1

Requirements:

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.
2. Each claim for payment must describe how the County Board of Elections has expended funds to provide pre-paid return postage on absentee ballot and absentee ballot application envelopes.
3. County Boards should make claim for payment for the total sum of money expended for pre-posted envelopes and associated supplies and materials, as available to the respective county board, pursuant to the funding schedule, Attachment E. Claims for payment made in excess of the county's available funds will be decreased to their available amount and paid as such.
4. The request for the reimbursement of funds must be directly associated with products and services which will serve all voters, without exclusion.
5. The county Board of Elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.
6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county Board of Elections' expenditures under the provisions of the Absentee Ballot Pre-Paid Postage Grant Program.
7. The requirements of the Absentee Ballot Pre-Paid Postage Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.
8. The County governing body must be informed in writing by the County Board of Elections, of the terms and conditions of this Agreement that apply to the receipt

Attachment A-1

and use of these funds. A copy of such written notice shall be attached to the claim for payment.

9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.
10. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final Absentee Ballot Pre-Paid Postage Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.
11. The County agrees to comply with all applicable Federal, State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.
12. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

Allowable expenses include:

- Postage
- Postage Meters and associated supplies (including but not limited to ink, postage meter strips, replacement parts, and sealing solution)
- Fees associated with USPS account billing
- Envelopes
- Automatic envelope sealing equipment
- Automatic letter openers
- Shipping supplies (including but not limited to paper, tape, manual letter openers, postal scales, envelope and stamp moisteners, rubber stamps, transport carts, sorting bins, folders, etc.)
- Temporary staff to assist in sorting, sending, and intaking mail.
- Vendors to produce absentee envelopes and ballots, and/or mail pre-paid absentee envelopes with ballots.

Attachment A-1

IMPERMISSIBLE EXPENSES include, but are not limited to:

- Funds expended for lobbying
- Funds expended for partisan political purposes
- Funds expended for campaigns for elected offices or ballot issues
- Entertainment, meals, lodging and alcoholic beverages
- Fundraising
- Funds expended for litigation or the payment of fines
- Association dues
- Costs for cell phones with associated contract plans
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

Claim for Payment/Request for Reimbursement:

The State Board of Elections will not process requests for reimbursement of payments to any supplier of goods and/or services without having all of the following in its possession:

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
 - The purpose of the expenditure of county funds
 - The mythology/means to address the implementation to providing pre-paid return postage on absentee ballot and absentee ballot application envelopes.
 - The actual cost to address the implementation providing pre-paid return postage on absentee ballot and absentee ballot application envelopes.
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.

Attachment A-1

- Original receipts/Proofs of payment.
- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

An 'accurate' invoice is defined as including the following:

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

In order to have costs reimbursed, county Boards of Elections must certify the following:

- Expenditure of funds was the most reasonable, economical and responsible way to provide pre-paid return postage on absentee ballot and absentee ballot application envelopes.
- The County governing body has been informed in writing by the county Board of Elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

All applicants must follow the criteria below when preparing their budgets and complete the standard budget format (Attachment B1 & C).

- All requested reimbursements must be deemed reasonable, allowable, and allocable.

Attachment A-1

- Appropriate receipts and proof of payment should be attached to the Claim for Payment.

Claim for Payment Form:

Submit the completed and signed claim for payment:

New York State Board of Elections
ATTN: Capital Projects Grant Program
40 N Pearl Street, 5th Floor
Albany, NY 12207-2729
Email: grants@elections.ny.gov

Review and Payment Process:

1. After receipt of the county Board of Elections' Claim for Payment, the State Board of Elections shall review the request to determine whether the funds expended by the county Board of Elections are eligible for reimbursement under this program.
2. The State Board of Elections will make every reasonable effort to review, determine approval or disapproval and so notify the county Board of Elections within two weeks of the receipt of the Claim for Payment. As the total amount of money available to each county for reimbursement of expenses is limited, the full reimbursement of the county's expenditures may not be covered by this program.
3. In the event that a Claim for Payment or a part thereof is rejected, the State Board of Elections shall provide details of what is being reimbursed, including a percentage representing the amount of reimbursement.
4. Payments will be issued by voucher on a reimbursement basis.

Administrative Requirements:

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

Appropriate records relating to the initial purchase and any subsequent reimbursement shall be required to be kept by the County Board of Elections for the balance of the calendar year in which they were made and for six (6) additional years thereafter.

Assistance:

For Absentee Ballot Pre-Paid Postage Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit
Cassandra Bagramian or Mike Moschetti
40 N Pearl St., 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: grants@elections.ny.gov

New York State Board of Elections
 40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

We have read and understand the NYSBOE Attachment A-1 for receiving Absentee Ballot Pre-Paid Postage Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of _____ is, or will be, as applicable, in compliance with these terms and conditions as specified.

 Commissioner

 Commissioner

Date: ____/____/____

Election Commissioner Contact Information	
Name:	Name:
Full Address:	Full Address:
Email:	Email:
Phone:	Phone:
Fax:	Fax:
County Finance Official's Contact Information	
Name:	
Full Address:	

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

Email:
Phone:
Fax:
Comments:

Attachment B-1 (Budget) & C (Workplan)

COUNTY _____ DATE _____

Absentee Ballot Pre-Paid Postage Grant Program Workplan / Budget

If funding is being requested for more than one project, item or service, the narrative section should include information for each project, item or issue being addressed and the outcome achieved. After developing the narrative section as outlined, the Claim for Payment should include a summary.

Narrative: Include (1) description of the expenditures necessary, with specific costs detailed to purchase and utilize envelopes, postage, pre-posted envelopes, mail opening and sorting machines, and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation pre-paid postage for absentee ballot and absentee ballot request application envelopes; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditure in implementing pre-paid postage for absentee ballots and applications.

Description of Expenditures:

How request implements providing pre-paid postage for absentee ballots and absentee request return envelopes:

Are the costs listed allowable, allocable and reasonable?

Yes No

Evaluation of Expenditures:

Applicants Comments:

Continues to page 2

Expense Category (see allowable expenses listed in Attachment A-1)	Quantity	Unit Price	Total
Total Amount to be Vouchered:			
The _____ County Board of Elections intends to expend the following remaining balance be used in accordance with the Absentee Ballot Pre-Paid Postage Grant Program requirements as outlined in Attachment A-1 of the contract:			
Workplan/Budget Total:			
<i>To be completed by the New York State Board of Elections</i>			
Absentee Ballot Pre-Paid Postage Grant Funds Available:			
Contract Amount* <i>Lesser of the Workplan/ Budget or County Absentee Ballot Pre-Paid Postage Funds Available</i>			

COMMISSIONER SIGNS HERE



COMMISSIONER SIGNS HERE



Printed Name

Date

Printed Name

Date

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment E

Counties	Total Enrolled Voters (Active and Inactive)	Percent of State Voter Population	Grant Distribution (With \$10k base)
Albany	212,409	1.64%	\$ 65,299.42
Allegany	27,406	0.21%	\$ 17,134.99
Broome	137,252	1.06%	\$ 45,732.74
Cattaraugus	49,214	0.38%	\$ 22,812.57
Cayuga	50,015	0.39%	\$ 23,021.11
Chautauqua	83,172	0.64%	\$ 31,653.34
Chemung	55,445	0.43%	\$ 24,434.78
Chenango	31,086	0.24%	\$ 18,093.06
Clinton	51,343	0.40%	\$ 23,366.85
Columbia	49,418	0.38%	\$ 22,865.68
Cortland	30,390	0.23%	\$ 17,911.86
Delaware	30,710	0.24%	\$ 17,995.17
Dutchess	210,501	1.62%	\$ 64,802.69
Erie	651,267	5.02%	\$ 179,553.50
Essex	26,501	0.20%	\$ 16,899.38
Franklin	27,941	0.22%	\$ 17,274.27
Fulton	34,733	0.27%	\$ 19,042.53
Genesee	39,792	0.31%	\$ 20,359.61
Greene	34,501	0.27%	\$ 18,982.13
Hamilton	4,616	0.04%	\$ 11,201.75
Herkimer	42,616	0.33%	\$ 21,094.82
Jefferson	63,967	0.49%	\$ 26,653.43
Lewis	18,805	0.14%	\$ 14,895.77
Livingston	41,333	0.32%	\$ 20,760.80
Madison	45,212	0.35%	\$ 21,770.68
Monroe	511,479	3.94%	\$ 143,160.53
Montgomery	30,630	0.24%	\$ 17,974.34
Nassau	1,054,591	8.12%	\$ 284,556.52
Niagara	144,867	1.12%	\$ 47,715.27
Oneida	140,585	1.08%	\$ 46,600.47
Onondaga	323,788	2.49%	\$ 94,296.29
Ontario	80,920	0.62%	\$ 31,067.04
Orange	259,539	2.00%	\$ 77,569.44
Orleans	25,095	0.19%	\$ 16,533.33
Oswego	77,144	0.59%	\$ 30,083.98
Otsego	37,696	0.29%	\$ 19,813.93

New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment E

Putnam	74,092	0.57%	\$ 29,289.41
Rensselaer	108,267	0.83%	\$ 38,186.67
Rockland	216,781	1.67%	\$ 66,437.65
St.Lawrence	64,025	0.49%	\$ 26,668.53
Saratoga	178,140	1.37%	\$ 56,377.69
Schenectady	104,715	0.81%	\$ 37,261.93
Schoharie	21,476	0.17%	\$ 15,591.15
Schuyler	13,069	0.10%	\$ 13,402.44
Seneca	21,215	0.16%	\$ 15,523.20
Steuben	63,071	0.49%	\$ 26,420.16
Suffolk	1,090,535	8.40%	\$ 293,914.33
Sullivan	53,341	0.41%	\$ 23,887.01
Tioga	33,903	0.26%	\$ 18,826.45
Tompkins	62,960	0.48%	\$ 26,391.26
Ulster	132,385	1.02%	\$ 44,465.65
Warren	48,478	0.37%	\$ 22,620.96
Washington	39,019	0.30%	\$ 20,158.37
Wayne	60,151	0.46%	\$ 25,659.96
Westchester	655,454	5.05%	\$ 180,643.57
Wyoming	26,360	0.20%	\$ 16,862.67
Yates	14,419	0.11%	\$ 13,753.90
Total Outside NYC	7,817,835	60.22%	\$ 2,605,327.02
Bronx	791,348	6.10%	\$ 216,022.76
Kings	1,614,502	12.44%	\$ 430,326.03
New York	1,119,283	8.62%	\$ 301,398.70
Queens	1,305,683	10.06%	\$ 349,926.83
Richmond	334,168	2.57%	\$ 96,998.66
Total NYC	5,164,984	39.78%	\$ 1,394,672.98
Statewide Total	12,982,819		\$ 4,000,000.00



12/15/21

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION - 2021

Introduced by Supervisors Schopf, Barrett, Grasso, Tollisen, Veitch, Winney and Wood

AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE NEW YORK STATE BOARD OF ELECTIONS FOR ABSENTEE BALLOT PRE-PAID POSTAGE GRANT

WHEREAS, in 2022, the New York State legislature enacted amendments to New York Election Law §8-400 and 8-406 that that requires the county board of elections to provide postage paid return envelopes for absentee ballot applications and ballots: and

WHEREAS, the legislature appropriated a fund to be distributed by the State Board of Elections to county boards of election to defray the additional expense of this expansion of early voting; and

WHEREAS, the New York State Board of Elections has advised our County Election Commissioners that the County is eligible to receive grant funding in the amount of \$56,377.69 for the grant period July 1, 2023 through December 31, 2022 for the purpose of defraying those additional expenses related to this amendment; and

WHEREAS, the acceptance of these funds requires the approval of this Board; now, therefore, be it

RESOLVED, that this Board of Supervisors hereby accepts \$56,377.69 in funding from the New York State Board of Elections for the reimbursement of expenses related to the expansion of early voting; and, be it further

RESOLVED, that the Chair of the Board is hereby authorized to execute any and all agreements and documents needed to accept from the New York State Board of Elections said \$56,377.69 in funding for the grant period from July 1, 2022 through December 31, 2022 for the reimbursement of expenses incurred relative to the provision of postage-paid return envelopes; and, be it further

RESOLVED, that the form and content of such agreements and documents shall be subject to the approval of the County Attorney; and, be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: None. 100% State Aid.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: County Administrator

DATE: September 7th, 2022

COMMITTEE: Law & Finance

RE: EFPR Group Renewal Agreement - Fiscal Years 2022-2026



This column must be completed prior to submission of the request.

1. Is a Resolution Required:

Yes, Contract Renewal

2. Proposed Resolution Title:

See Below with details

3. Specific Details on what the resolution will authorize:

Title: "Authorizing a renewal agreement with EFPR Group, CPA's, PLLC to provide independent auditing and financial services to the County for fiscal years 2022 through 2026."

Total Costs per year:

- 2022 - \$66,320
- 2023 - \$67,120
- 2024 - \$67,920
- 2025 - \$68,720
- 2026 - \$69,820

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted A.14.000-8141
- b. Budget year impacted 2022-2026
- c. Details

Costs per year:
 2022 - \$66,320
 2023 - \$67,120
 2024 - \$67,920
 2025 - \$68,720
 2026 - \$69,820

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation Professional Service

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term: **Audit of fiscal years 2022-2026**

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership: **PLLC**

j. State of vendor/contractor organization: **New York**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

Prior contract from fiscal years 2018-2021
Resolution 201-2017
Current Proposal for fiscal years 2022-2026



6390 Main Street, Suite 200
Williamsville, NY 14221

P 716.634.0700
TF 800.546.7556
F 716.634.0764
W EFPRgroup.com

May 4, 2022

Mr. Ridge Harris
Deputy County Administrator
County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

Dear Ridge:

Attached are our engagement letters to provide audit and related services to the County of Saratoga for the years ending December 31, 2022 through 2026. If the terms of the letters are satisfactory to you, please sign the letters and return them to me at your convenience.

Please call me if you have any questions.

Very truly yours,

EFPR GROUP, CPAs, PLLC

A handwritten signature in blue ink, appearing to read 'Doug', with a long horizontal flourish extending to the right.

Douglas E. Zimmerman, CPA
Partner

DEZ:kms

Enclosure

May 4, 2022

Mr. Ridge Harris
Deputy County Administrator
The Board of Supervisors
County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

Dear Mr. Harris:

We are pleased to confirm our understanding of the services we are to provide for County of Saratoga (the County) for the years ending December 31, 2022 through 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the County as of and for the years ending December 31, 2022 through 2026. Accounting principles generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Revenue, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund
- 3) Schedule of Changes in the County's Total OPEB Liability and Related Ratios
- 4) Schedule of County's Proportionate Share of the Net Pension Liability
- 5) Schedule of County's Pension Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditors' report on the financial statements.

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining Balance Sheet - Nonmajor Governmental Funds
- 3) Combining Statement of Revenue, Expenditures, and Changes in Fund Balances - Nonmajor Governmental Funds

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors' report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

Note that planning has not concluded and modifications may be made.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the County in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Mr. Ridge Harris
May 4, 2022
Page 6

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of

federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Mr. Ridge Harris
May 4, 2022
Page 8

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of EFPR Group, CPAs, PLLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of EFPR Group, CPAs, PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

John S. Costilow is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Douglas E. Zimmerman will be the concurring, technical review partner.

Our fees for these services for the years ending December 31, 2022 through 2026 will be as follows:

	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
General purpose financial statements	\$ 34,400	34,600	34,800	35,000	35,300
Single audit reports	19,730	19,880	20,030	20,180	20,330
Report on Consolidated Fiscal Report (CFR)	4,480	4,630	4,780	4,930	5,180
Audit of New York State Transportation Assistance	4,480	4,630	4,780	4,930	5,180
Report on the commissary accounts	<u>3,230</u>	<u>3,380</u>	<u>3,530</u>	<u>3,680</u>	<u>3,830</u>
Total	\$ <u>66,320</u>	<u>67,120</u>	<u>67,920</u>	<u>68,720</u>	<u>69,820</u>

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Erie and State of New York by NAM (National Arbitration and Mediation Inc.), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report accompanies this letter.

Reporting

We will issue written reports upon completion of our audit of the financial statements. Our reports will be addressed to the Board of Supervisors of County of Saratoga. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Mr. Ridge Harris
May 4, 2022
Page 10

We appreciate the opportunity to be of service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

EFPR GROUP, CPAs, PLLC



Douglas E. Zimmerman, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of County of Saratoga

By: _____

Title: _____

Date: _____



Lisa M. Altschaffl, CPA
Jeffrey P. Anzovino, CPA, MSA
Cole F. Beehner, CPA
Charles A. Deluzio, CPA

Joseph E. Petrillo, CPA
Stacey A. Sanders, CPA, CSEP
Daniel W. Wilkins, CPA

Report on the Firm's System of Quality Control

June 8, 2020

To the Partners of EFPR Group LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of EFPR Group LLP (the firm) in effect for the year ended November 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of EFPR Group LLP, in effect for the year ended November 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. EFPR Group LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads 'Deluzio & Company LLP'. The signature is written in a cursive, flowing style.

Deluzio & Company LLP



CPAAI
CPA ASSOCIATES INTERNATIONAL

351 Harvey Avenue, Suite A, Greensburg, PA 15601 // p - 724-838-8322 // f - 724-853-6500
45 South 23rd Street, Suite 102, Pittsburgh, PA 15203 // p - 412-481-1900 // f - 412-481-1923
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6390 Main Street, Suite 200
Williamsville, NY 14221

P 716.634.0700
TF 800.546.7556
F 716.634.0764
W EFPRgroup.com

May 4, 2022

Mr. Ridge Harris
Deputy County Administrator
The Board of Supervisors
County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

Dear Mr. Harris:

This letter will confirm our understanding of the nature of the services we are to provide to the County of Saratoga (the County) regarding the New York State Department of Transportation Single Audit.

We will audit the Schedule of State Transportation Assistance Expended (the Schedule) for the years ending December 31, 2022 through 2026 and the County's compliance with New York State Department of Transportation (NYSDOT) rules and regulations provided in *NYSDOT State Single Audit Pilot Project Guidance for Auditors, May 2, 2002*, in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller General of the United States.

The objective of our audit is the expression of an opinion on whether the Schedule is fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. The objective also includes reporting on internal control related to the Schedule and compliance with laws, regulations and the provision of grant agreements, noncompliance with which could have a material effect on the Schedule in accordance with *Government Auditing Standards*.

We will also provide a report (that does not include an opinion) on internal control related to the Schedule and compliance with laws, regulations, and the provisions of contract or grant agreements, noncompliance with which could have a material effect on the Schedule as required by *Government Auditing Standards*. This report will include a statement that the report is intended solely for the information and use of the County Legislature, management, and the New York State Department of Transportation and is not intended to be and should not be used by anyone other than these specified parties.

Mr. Ridge Harris
May 4, 2022
Page 2

Management Responsibilities

Management is responsible for establishing and maintaining effective internal control and for compliance with laws, regulations, contracts, and agreements. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of Schedule in accordance with generally accepted accounting principles.

Management is responsible for identifying all State Transportation Assistance and related information. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will advise you on the preparation of the Schedule, but the responsibility for the Schedule remains with you. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to the Schedule. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact that they have on the Schedule. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the Schedule to correct material misstatements aggregated by us during the current engagement.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud, or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the Schedule. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud, or illegal acts affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Schedule; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the Schedule is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Mr. Ridge Harris
May 4, 2022
Page 3

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Schedule. However, we will inform you of any material errors that come to our attention, and we will inform you of any fraudulent financial reporting or misappropriation of assets that comes to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the Schedule. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the Schedule and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the County of Saratoga and its environment, including internal control, sufficient to assess the risks of material misstatement on the Schedule and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Schedule and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Schedule. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*. Because the determination of abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting abuse.

Audit Procedures - Compliance

Identifying and ensuring that the County of Saratoga complies with laws, regulations, contract, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the Schedule is free of material misstatement, we will perform tests of the County of Saratoga's compliance with applicable laws and regulations and the provisions of contract and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Mr. Ridge Harris
May 4, 2022
Page 4

Audit Administration

The audit documentation for this engagement is the property of EFPR Group, CPAs, PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to NYSDOT or its designee.

John S. Costilow is the partner assigned to this engagement and is responsible for supervising the engagement and signing the report. Douglas E. Zimmerman will be the concurring, technical review partner.

The fee for these services for the years ending December 31, 2022 through 2026 will be as follows:

December 31, 2022	\$ 4,480
December 31, 2023	4,630
December 31, 2024	4,780
December 31, 2025	4,930
December 31, 2026	<u>5,180</u>

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Erie and State of New York by NAM (National Arbitration and Mediation Inc.), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Government Auditing Standards required that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report accompanies this letter.

Mr. Ridge Harris
May 4, 2022
Page 5

We appreciate the opportunity to be of continued service to the County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

EFPR GROUP, CPAs, PLLC



Douglas E. Zimmerman, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the County of Saratoga.

By: _____

Title: _____

Date: _____



Lisa M. Altschaffl, CPA
Jeffrey P. Anzovino, CPA, MSA
Cole F. Beehner, CPA
Charles A. Deluzio, CPA

Joseph E. Petrillo, CPA
Stacey A. Sanders, CPA, CSEP
Daniel W. Wilkins, CPA

Report on the Firm's System of Quality Control

June 8, 2020

To the Partners of EFPR Group LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of EFPR Group LLP (the firm) in effect for the year ended November 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans. As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of EFPR Group LLP, in effect for the year ended November 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*; *pass with deficiency(ies)* or *fail*. EFPR Group LLP has received a peer review rating of *pass*.

A handwritten signature in cursive script that reads 'Deluzio & Company LLP'.

Deluzio & Company LLP



CPAAI
CPA ASSOCIATES INTERNATIONAL

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45 South 23rd Street, Suite 102, Pittsburgh, PA 15203 // p - 412-481-1900 // f - 412-481-1923
www.DeluzioCPA.com

May 4, 2022

Mr. Ridge Harris
Deputy County Administrator
The Board of Supervisors
County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

Dear Mr. Harris:

We are pleased to confirm our understanding of the services we are to provide for County of Saratoga Mental Health Department (the Department).

We will examine the Consolidated Fiscal Report (the CFR) of the Department as of December 31, 2022 through 2026. The objectives of our examination are to (1) obtain reasonable assurance about whether the CFR is free from material misstatement based on the specified requirements of the New York State Consolidated Fiscal Reporting and Claiming Manual and New York State Department of Mental Hygiene (DMH); and (2) to express an opinion as to whether the CFR is presented, in all material respects, in accordance with the specified requirements of the New York State Consolidated Fiscal Reporting and Claiming Manual and DMH.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Board of Supervisors of the County of Saratoga Mental Health Department. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

Mr. Ridge Harris
May 4, 2022
Page 2

You understand that the report is intended solely for your information and use and DMH, and is not intended to be and should not be used by anyone other than those specified parties.

We will plan and perform the examination to obtain reasonable assurance about whether the CFR is free from material misstatement, based on the specified requirements of the New York State Consolidated Fiscal Reporting and Claiming Manual and DMH. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the presentation of the CFR in accordance with the specified requirements of the New York State Consolidated Fiscal Reporting and Claiming Manual and DMH; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the CFR is presented in accordance with the specified requirements of the New York State Consolidated Fiscal Reporting and Claiming Manual and DMH. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

At the conclusion of the engagement, you agree to provide us with certain written representations in the form of a representation letter.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service providers.

John S. Costilow is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Douglas E. Zimmerman will be the concurring, technical review partner.

Mr. Ridge Harris
May 4, 2022
Page 3

Our fees for these services for the years ending December 31, 2022 through 2026 will be as follows:

December 31, 2022	\$ 4,480
December 31, 2023	4,630
December 31, 2024	4,780
December 31, 2025	4,930
December 31, 2026	<u>5,180</u>

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

EFPR GROUP, CPAs, PLLC



Douglas E. Zimmerman, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of County of Saratoga Mental Health Department.

By: _____

Title: _____

Date: _____

May 4, 2022

Mr. Ridge Harris
Deputy County Administrator
The Board of Supervisors
County of Saratoga
40 McMaster Street
Ballston Spa, New York 12020

Dear Mr. Harris:

We are pleased to confirm our understanding of the terms of our engagement and the nature and limitations of the services we are to provide for the County of Saratoga (the County).

We will apply the procedures described in the attachment to this letter to the County's compliance with New York code of Rules and Regulations (NYCRR) Part 7016. By signing this engagement letter, you agree to those procedures and acknowledge that the procedures to be performed are appropriate for the intended purpose of the engagement, which is evaluating compliance with New York Code of Rules and Regulations (NYCRR) Part 7016, relating to the County Jail's Commissary operations for the years ending December 31, 2022 through 2026. Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain your written agreement to the procedures to be applied and your acknowledgment that those procedures are appropriate for the intended purpose of the engagement, as described in this letter. A refusal to provide such agreement and acknowledgment will result in our withdrawal from the engagement. We make no representation that the procedures we will perform are appropriate for the intended purpose of the engagement or for any other purpose.

Because the agreed-upon procedures do not constitute an examination or review, we will not express an opinion or conclusion on the County's compliance with New York Code of Rules and Regulations (NYCRR) Part 7016. In addition, we have no obligation to perform any procedures beyond those to which you agree.

We will issue a written report upon completion of our engagement that lists the procedures performed and our findings. Our report will be addressed to the Chairman and Board of Supervisors and Sheriff. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

There may exist circumstances that, in our professional judgment, will require we withdraw from the engagement. Such circumstances include the following:

- You refuse to provide written agreement to the procedures and acknowledge that they are appropriate for the intended purpose of the engagement.
- You fail to provide requested written representations, or we conclude that there is sufficient doubt about the competence, integrity, ethical values, or diligence of those providing the written representations, or we conclude that the written representations provided are otherwise not reliable.
- We determine that the description of the procedures performed or the corresponding findings are misleading in the circumstances of the engagement.
- We determine that restrictions on the performance of procedures are not appropriate.

An agreed-upon procedures engagement is not designed to detect instances of fraud or noncompliance with laws or regulations; however, should any such matters come to our attention, we will communicate them in accordance with professional standards and applicable law. In addition, if, in connection with this engagement, matters come to our attention that contradict the County's compliance with New York Code of Rules and Regulations (NYCRR) Part 7016, we will communicate such matters to you.

You agree to the procedures to be performed and acknowledge that they are appropriate for the intended purpose of the engagement.

You are responsible for the County's compliance with New York Code of Rules and Regulations (NYCRR) Part 7016. In addition, you are responsible for providing us with (1) access to all information of which you or the appropriate party are aware that is relevant to the performance of the agreed-upon procedures on the subject matter, (2) additional information that we may request from the appropriate party for the purpose of performing the agreed-upon procedures, and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence relating to performing those procedures.

At the conclusion of our engagement, we will require certain written representations in the form of a representation letter from management that, among other things, will confirm management's responsibility for the County's compliance with New York Code of Rules and Regulations (NYCRR) Part 7016 in accordance with attestation standards established by the American Institute of Certified Public Accountants.

John S. Costilow is the partner assigned to the engagement and is responsible for supervising the engagement and signing the report. Douglas E. Zimmerman is the concurring, technical review partner.

Our fees for these services for the years ending December 31, 2022 through 2026 will be as follows:

December 31, 2022	\$ 3,230
December 31, 2023	3,380
December 31, 2024	3,530
December 31, 2025	3,680
December 31, 2026	<u>3,830</u>

Mr. Ridge Harris
May 4, 2022
Page 3

You agree that any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the County of Erie and State of New York by NAM (National Arbitration and Mediation Inc.), according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to New York State law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If the need for additional procedures arises, or the procedures need to be modified, our agreement with you will need to be revised. It is customary for us to enumerate these revisions in an addendum to this letter. If additional specified parties of the report are added, we may require that they acknowledge in writing their agreement with the procedures performed, or to be performed, and their acknowledgment that the procedures are appropriate for their purposes.

Very truly yours,

EFPR GROUP, CPAs, PLLC



Douglas E. Zimmerman, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the County of Saratoga

By: _____

Title: _____

Date: _____

County of Saratoga

Schedule of Agreed-Upon Procedures

County Jail and Commissary

1. We will obtain the Saratoga County Jail's February, June, September and December 2022 through 2026 bank statements.
2. We will compare the amounts of the weekly lump sum transfers from the inmate account subledger to the commissary bank account and to the corresponding weekly totals for inmate purchases.
3. We will compare the daily postings to the inmate account subledger for commissary account purchases to corresponding signed commissary account/transaction forms.
4. We will compare the amount of the disbursements for inmate welfare purchases selected from the check register to the corresponding amounts on supporting invoices and checks and verify proper authorization.
5. We will obtain the County Jail's commissary monthly statements for February, June, September and December 2022 through 2026 and verify the reconciling items to the supporting documentation.
6. We will inquire of management regarding the maintenance of inventory.
7. We will inquire of the functions of the employees assigned to commissary operations to ascertain if their duties are properly segregated.
8. We will obtain deposits to the inmate's fund and compare the amounts deposited to the inmate's individual receipt.
9. We will obtain receipts and trace the deposits to the inmate's ledger. The receipts will be examined to ensure that they are signed by a Corrections Officer and the deposit will be traced to the bank statement.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 201- 2017

Introduced by Supervisors Collyer, Allen, Lent, Lewza, Tollisen, Veitch and Wright

**AUTHORIZING AN AGREEMENT WITH EFPR GROUP, CPAS, PLLC
TO PROVIDE INDEPENDENT AUDIT SERVICES TO SARATOGA COUNTY
FOR FISCAL YEAR 2017 WITH AN OPTION TO RENEW
FOR FISCAL YEARS 2018, 2019, 2020 AND 2021**

WHEREAS, Federal and State laws require independent audits of all municipal recipients of their funds; and

WHEREAS, Resolution 199-12 last authorized the provision of these services by Toski & Co., P.C. for fiscal years 2011-2014, with an option to renew for fiscal years 2015 and 2016; and

WHEREAS, Toski & Co., P.C. is now known as EFPR Group, CPAs, PLLC; and

WHEREAS, EFPR Group, CPAs, PLLC, has submitted a proposal for independent auditing and financial services for the County's fiscal year 2017, with four option years for fiscal years 2018, 2019, 2020 and 2021; and

WHEREAS, our Law and Finance Committee has recommended that the proposal of EFPR Group, CPAs, PLLC, be accepted, and that the County enter into an agreement with EFPR Group, for independent auditing and financial services for fiscal year 2017, subject to renewal for up to four additional terms of one year each; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute an agreement with EFPR Group, CPAs, PLLC, of Williamsville, New York for its professional services in the provision of single audit and general purpose financial services for the County of Saratoga and its agencies for the fiscal year 2017, with options to renew for fiscal years 2018, 2019, 2020 and 2021, at a sum not to exceed: \$65,820 for fiscal year 2017; \$66,720 for fiscal year 2018, \$67,640 for fiscal year 2019; \$68,550 for fiscal year 2020; and \$69,500 for fiscal year 2021; with the form and content of such agreement being subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sewer District #1

DATE: 9/8/2022

COMMITTEE: Law & Finance

RE: Authorizing a Contract amendment with Alpine Environmental Services Inc to increase the original contract amount of a not to exceed \$15,000 minor contract to a not to exceed Major contract of \$25,450. This work relates to asbestos sampling, analysis and report generation for SCSD's maintenance facility.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a contract amendment with Alpine Environmental Services inc to increase the scope of work and contract amount to \$25,450

3. Specific Details on what the resolution will authorize:

This work was originally done under a minor contract. Based on the results of the work done under the minor, an asbestos abatement plan needs to be generated. The extra costs under this amendment will be paid for the report generation.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

- a. G/L line impacted **ES.81.813-7098**
- b. Budget year impacted **2022**
- c. Details
 Capital project savings will pay for the extra costs of this contract.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation Professional Service

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term: TBD

f. Termination of contract date: TBD

g. Contract renewal and term:

h. Contact information: See attached proposal.

i. Is the vendor/contractor an LLC, PLLC or partnership: Inc.

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

See attached proposal description of Alpine Environmental.



Aug. 12, 2022

Marsden, Andrew
AMarsden@saratogacountyny.gov
Saratoga County Sewer District #1
1002 Hudson River Road
Mechanicville, New York 12118

Re: Asbestos Pre Renovation Inspection and Mold Assessment, Abatement Design and Monitoring Proposal for one Building Complex located at 523 S Main St, Mechanicville, NY- Proposal 04012022-CP2R

Hi Andrew,
Thank you for the opportunity to quote. As per our correspondence, I have prepared this proposal for a Pre-renovation Asbestos Material Inspection and Mold Assessment, Abatement Design and Monitoring of the buildings listed below.

Conditions

1. All work is priced to be performed under Alpine’s standard insurance limits and language.
2. Alpine will depend on the client to make all areas accessible at the time of inspection.
3. Alpine will create up to 3 exploratory holes in each building to uncover hidden conditions as necessary and allowed by client.
4. Roof cuts will be temporarily patched. We strongly recommend that a professional roofer be hired separately to permanently patch roof cuts made prior to any major weather event.
5. Analysis of materials containing vermiculite is not included.

Project Description

This project scope includes the pre renovation Asbestos Inspection and Mold Assessment of the below buildings. The NYSDOL Mold Assessment will include a visual identification of mold contamination. Abatement design and During abatement monitoring is also included.



Building 6



Building 2



Building 1



Buildings 3, 4, 5

Asbestos Pre Renovation Inspection Proposal

- | | |
|--|----------------|
| 1. NYS Certified Asbestos Inspection- Building 6
Pre-Renovation Survey,
Includes Labor, Samples, and Report | \$4,500 |
| 2. NYS Certified Asbestos Inspection- Building 2
Pre-Renovation Survey,
Includes Labor, Samples, and Report | \$1,500 |
| 3. NYS Certified Asbestos Inspection- Building 1
Pre-Renovation Survey,
Includes Labor, Samples, and Report | \$2,900 |
| 4. NYS Certified Asbestos Inspection- Building 3, 4, 5
Pre-Renovation Survey,
Includes Labor, Samples, and Report | \$1,500 |

Mold Assessment Proposal

- | | | |
|--|-------------------------|----------------|
| 5. NYS DOL Mold Assessment- | Building 6 | \$1,000 |
| Includes Labor, Moisture Mapping, and Report | | |
| 6. NYS DOL Mold Assessment- | Building 2 | \$600 |
| Includes Labor, Moisture Mapping, and Report | | |
| 7. NYS DOL Mold Assessment- | Building 1 | \$800 |
| Includes Labor, Moisture Mapping, and Report | | |
| 8. NYS DOL Mold Assessment- | Building 3, 4, 5 | \$600 |
| Includes Labor, Moisture Mapping, and Report | | |

Mold Consulting Proposal

- | | | |
|---|-------------------|--------------|
| 9. NYS DOL Mold Remediation Work-Plan- | Building 6 | \$600 |
| Includes Labor, Moisture Mapping, and Report | | |
| 10. NYS DOL Mold Clearance- | Building 6 | \$300 |
| Includes Labor, Moisture Mapping, and Report | | |

Additional Asbestos Inspection Proposal

- | | | |
|---|-------------------|--------------|
| 11. NYS Certified Asbestos Inspection- | Building 6 | \$550 |
| Additional Sampling
Includes Labor, and Report
Analysis paid by client (Adirondack Lab) | | |

Asbestos Design Proposal

- | | |
|---|-------------------------|
| 12. NYS Certified Asbestos/Lead Abatement Design- | \$3,200 |
| Building Complex
Includes Labor, and Design Documents
Meetings not included | |
| 13. NYS Certified Asbestos Designer-Variance Preparation | \$1,700/building |
| If Needed-per building Includes Labor, and
Variance Application, and Fee | |

NYS Certified Asbestos Air Monitor:

DAY RATE (up to 8 site hours on site, 12 PCMs)	\$ 525.00/up to 8 hr Day
HALF DAY RATE (up to 4 site hours on site, 12 PCMs)	\$ 425.00/up to 4 hr Day

COST ESTIMATE

\$ 25,450

Estimated Inspections, Mold Assessment, Design, 6 full days and 6 half days of Monitoring, no variance

Signed proposal needed on file before start of project.

Minimum Site charge is \$300 (includes contractor failing to show up or canceling work within twelve hours of site start time.)

No retainer shall be held on work past Alpine's completion of services, final report.

Site hours above 8.0 for any one day will be invoiced at \$55.00/hour.

Nights, Weekends and Holidays will be invoiced at 1.25 times the above rate.

PCM samples above 12 in any one day will be invoiced at \$8.00 per sample.

Samples requiring analysis on Holidays, from 5:00 pm through 7:00 am on weekdays or on weekends from 5:00 pm on Friday through 7:00 am on Monday will incur a Lab charge of \$225 in addition to the per sample charge.

Alpine Environmental Services, Inc. performs Phase Contrast Microscopy (PCM). All other analysis, including Transmission Electron Microscopy (TEM), shall be sub-contracted. TEM analysis is performed by EMSL Analytical, Inc. and/or Adirondack ES, both are NYS ELAP certified laboratories for TEM analysis.

Do not hesitate to contact me with any questions at (518) 227-1430, or at craigp@alpineenv.com.

Sincerely,
Alpine Environmental Services, Inc.



Craig Petreikis, PE, CIH,
Director of Operations

All services are to be requested 24 hours in advance.
These rates are valid for six months.

Payment terms are due 37 days from delivery of reports. The client agrees to pay a finance charge of one and one half percent (1 ½%) per month, or the maximum rate allowed by law. The client will be liable for all court costs, disbursements, and reasonable attorneys' fees

incurred by Alpine Environmental Services, Inc. The undersigned agrees to the terms, conditions, and costs outlined in this proposal.

SIGNATURE

PRINTED NAME

TITLE

DATE

Names of Additional Insureds, if required: _____



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sewer District #1

DATE: 9/8/2022

COMMITTEE: Law & Finance

RE: Authorizing the granting of an easement to Georgia Entities, LLC for a lateral to be installed at 203 Ruhle Road S in the Town of Malta along the Zim Smith Trail

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing the granting of an easement to Georgia Entities, LLC for a lateral to be installed at 203 Ruhle Road S in the Town of Malta along the Zim Smith Trail

3. Specific Details on what the resolution will authorize:

As done previously, this granting of the easement across county property needs to be approved by the BOS. This property wants to install a lateral to SCSD sewer located on county property. The planning department has been notified of this proposed action.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation



c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

See attached sewer district resoluition

RESOLUTION NO. SD [#]-2021

WHEREAS, Georgia Entities, LLC is the owner of property located at 203 Ruhle Road South in the Town of Malta, by virtue of a Warranty Deed in Instrument #2022021687, as recorded by the Saratoga County Clerk; and

WHEREAS, Georgia Entities, LLC desires to install across the aforementioned property a lateral sewer line to provide sanitary sewer service to a single-family dwelling constructed or to be constructed on an adjoining parcel of land owned by Georgia Entities, LLC; and

WHEREAS, the County of Saratoga owns property which is commonly known as the “Zim Smith Trail” which adjoins the aforementioned lands owned by Georgia Entities, LLC; and

WHEREAS, Saratoga County Sewer District No. 1 owns and operates sanitary sewer infrastructure and appurtenances along the length of the Zim Smith Trail; and

WHEREAS, Georgia Entities, LLC for purposes of installing and/or repairing and/or maintaining the lateral sewer line, require an easement from the County of Saratoga to connect and/or repair and/or maintain the lateral sewer line to the sanitary sewer infrastructure operated by Saratoga County Sewer District No. 1, a survey map of the proposed easement being appended to this resolution; and

WHEREAS, the preliminary plans for the installation of the lateral connection as proposed by Georgia Entities, LLC have been reviewed and approved by the Executive Director of Saratoga County Sewer District No. 1; and

WHEREAS, the installation and connection of the lateral connection as proposed by Georgia Entities, LLC is subject to the requirements for Saratoga County Sewer District No. 1 lateral permit regulations and §§4.1 – 4.5 of the Rules and Regulations of Saratoga County Sewer District No. 1; and

WHEREAS, the proposed easement has been reviewed and approved for acceptance by the Executive Director of Saratoga County Sewer District No. 1 and the Office of the Saratoga County Attorney; and

WHEREAS, the installation of a lateral connection of a sanitary sewer line as proposed by Georgia Entities, LLC to the sanitary sewer system maintained and operated by Saratoga County Sewer District No. 1 will provide a benefit to Saratoga County and the residents of Saratoga County; and as such it is

RESOLVED, that the Sewer District Commission recommends that the Saratoga County Board of Supervisors authorize the acceptance and execution of the easement over property owned by Saratoga County as proposed by Georgia Entities, LLC.

Resolution Offered By: Commissioner

Resolution Seconded By: Commissioner

Vote: Ayes: Commissioners

Nays:

Absent:

Adopted:



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sewer District #1

DATE: 9/8/2022

COMMITTEE: Law & Finance

RE: Authorizing a Contract with James A Edgar Co Inc in the amount of \$38,400 for work relating to roof restoration at building 4 of the Sewer District maintenance facility at 523 South Main street in the Town of Halfmoon

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a Contract with James A Edgar Co Inc in the amount of \$38,400 for work relating to roof restoration at building 4 of the Sewer District maintenance facility at 523 South Main street in

3. Specific Details on what the resolution will authorize:

This resolution will authorize the Chairman to enter into an agreement with James A Edgar Co Inc of Scotia NY to perform the work required to repair an existing roof on building 4 of the sewer districts maintenance facility. The roof is currently leaking and causing damage. In order to properly store materials and utilize the space the roof must be replaced. James A Edgar was the low bidder for this work.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

- a. G/L line impacted ES.81.813-7094
- b. Budget year impacted 2022
- c. Details

A budget transfer request was submitted to fund the above account for the proposed work.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation BID

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term: TBD

f. Termination of contract date: TBD

g. Contract renewal and term:

h. Contact information: Vhris J Carr Vice President 2990 Amsterdam Rd Scotia NY 12302
518-346-8896

i. Is the vendor/contractor an LLC, PLLC or partnership: Inc.

j. State of vendor/contractor organization: MA

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

Edgar was low bidder. This work is required to maintain the integrity of the existing building.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Sewer District #1

DATE: 9/8/2022

COMMITTEE: Law & Finance

RE: Authorizing a Contract with Titan Roofing Inc in the amount of \$212,065 for work relating to a roof replacement at Building 1 of SCSD's maintenance facility located at 523 South Main Street in the Town of Halfmoon.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a Contract with Titan Roofing Inc in the amount fo \$212,065 for work relating to roof replacemnt at Building 1 of SCSD's maintenance facility located at 523 South Main Street in the T

3. Specific Details on what the resolution will authorize:

This resolution will authorize the chairman to enter into an agreement with Titan Roofing Inc of Springfield MA to perform the work required to replace an existing roof on building 1 of the sewer district's maintenance facility. The roof is in disrepair and leaking. In order to properly store materials and utilize the space the roof must be replaced. Titan Roofing was the low bidder for this work.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

- Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

a. G/L line impacted ES.81.813-7094

b. Budget year impacted 2022

c. Details

A budget transfer was requested on 9/2 to fund this account for this work.

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation



c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term: TBD

f. Termination of contract date: TBD

g. Contract renewal and term:

h. Contact information: Shawna Pazmino Brook Treasurer 200 Tapely Street St
Springfield MA 01104 413-536-1624

i. Is the vendor/contractor an LLC, PLLC or partnership: Inc.

j. State of vendor/contractor organization: MA

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

Titan bid was low bidder. This work is required to maintain the integrity of the existing building.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Chairman's Item

DATE: 9/6/2022

COMMITTEE: Law & Finance

RE: Appointing Agatha D'Ambra to the Capital District Regional Planning Commission

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

APPOINTING AGATHA D'AMBRA TO THE CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

3. Specific Details on what the resolution will authorize:

Name Agatha D'Ambra as a member of the Capital District Regional Planning Commission for a term to expire 12/31/2023.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
If yes, budget lines and impact must be provided.
Any budget amendments must have equal and offsetting entries.

County Administrator's Office
Consulted

Please see attachments for impacted budget lines.
(Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

See draft resolution attached.



1/5/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~18~~- 2022

Introduced by Chair of the Board

APPOINTING A MEMBER TO THE CAPITAL DISTRICT REGIONAL PLANNING COMMISSION

WHEREAS, Resolution 44-1984 authorized the establishment of the Capital District Regional Planning Commission for the Counties of Albany, Rensselaer, Saratoga, and Schenectady; and

WHEREAS, the terms of all Saratoga County members on the Capital District Regional Planning Commission expired on December 31, 2021; now therefore, be it

RESOLVED, that the following individuals are appointed as members of the Capital District Regional Planning Commission for the stated terms:

<u>NAME</u>	<u>TERM EXPIRES</u>
Agatha D'Ambra 7 Sambrook Edge Rexford, NY 12148	12/31/2023 (Replacing Amy Standaert)

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Chairman's Item

DATE: 9/7/2022

COMMITTEE: Law & Finance

RE: Appointing Heidi West to the Saratoga County Capital Resource Corporation

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Appointing Heidi West to the Saratoga County Capital Resource Corporation

3. Specific Details on what the resolution will authorize:

Appoint Heidi West to the Saratoga County Capital Resource Corporation for a term to expire 12/31/2024.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office Consulted <input checked="" type="checkbox"/>
--

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

See draft resolution attached.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 25 - 2022

Introduced by Chair of the Board

APPOINTING DIRECTOR OF THE SARATOGA COUNTY CAPITAL RESOURCE CORPORATION

WHEREAS, pursuant to Resolution 164-12, this Board of Supervisors authorized the formation of a capital resource corporation in accordance with Not-For-Profit Corporation Law §1411, to be known as the Saratoga County Capital Resource Corporation; and

WHEREAS, pursuant to the provisions of the Certificate of Incorporation of the Saratoga County Capital Resource Corporation, the Board of Supervisors appoints the Directors of the Corporation for staggered three year terms; and

WHEREAS, the term of one Director having expired and seat being vacant; now, therefore be it

RESOLVED, that the following person(s) is/are appointed as Directors of the Saratoga County Capital Resource Corporation, for the stated term(s):

<u>NAME/ADDRESS</u>	<u>Term Expires</u>
Heidi West 180 5 th Avenue Saratoga Springs, NY 12866	12/31/2024

; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: County Administrator

DATE: 9/8/2022

COMMITTEE: Law & Finance

RE: Approval of Fire and EMS department funding from Covid Non Profit Grant

1. Is a Resolution Required:

No, Committee Approval Only

2. Proposed Resolution Title:

3. Specific Details on what the resolution will authorize:

Pursuant to resolution 215-2022, the Saratoga County Board of Supervisors set aside \$100,000 to assist Volunteer Fire and EMS department with recruitment. The list of applications received to date is attached. Each application has applied for \$2272.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount
a.90.900-8492	Local Assistance	\$54,528

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

See attached list of applications received to date.

Saratoga County Fire & EMS Master List			
Name	Application received	Municipality	Amount
Arvin Hart Fire	9/6/2022	Stillwater	\$2,272.00
Ballston Lake Fire Department	9/6/2022	Ballston Lake	\$2,272.00
Burnt Hills Fire Department	9/6/2022	Burnt Hills	\$2,272.00
Charlton Fire Department	9/6/2022	Ballston Lake	\$2,272.00
Galway Fire Department	9/6/2022	Galway	\$2,272.00
Halfmoon-Waterford Fire Department	9/6/2022	Waterford	\$2,272.00
Hillcrest Fire	9/6/2022	Mechanicville	\$2,272.00
Malta Ridge Fire	9/6/2022	Ballston Spa	\$2,272.00
Providence Fire	9/6/2022	Galway	\$2,272.00
Rexford Fire	9/6/2022	Rexford	\$2,272.00
Milton (Rock City Falls) Fire	9/6/2022	Rock City Falls	\$2,272.00
Schuylerville Fire	9/6/2022	Schuylerville	\$2,272.00
Victory Mills Fire	9/6/2022	Schuylerville	\$2,272.00
Vischers Ferry Fire Department	9/6/2022	Rexford	\$2,272.00
Waterford Fire	9/6/2022	Waterford	\$2,272.00
Wilton Fire	9/6/2022	Wilton	\$2,272.00
Maple Avenue Volunteer Frie Co.	9/6/2022	Saratoga Springs	\$2,272.00
Saratoga Springs Fire	9/8/2022	Saratoga Springs	\$2,272.00
Edinburg	9/8/2022	Edinburg	\$2,272.00
Harmony Corners Fire Department	9/12/2022	Charlton	\$2,272.00
Quaker Springs Fire	9/12/2022	Galway	\$2,272.00
Round Lake Fire	9/9/2022	Malta	\$2,272.00
Ambulance Corps Listing			
Ballston Lake Emergency Squad	9/9/2022	Ballston Spa	\$2,272.00
Clifton Park Half Moon Ambulance	9/6/2022	Clifton Park	\$2,272.00
Community Emergency Corp	9/6/2022	Ballston Spa	\$2,272.00
Edinburg Emergency Squad	9/6/2022	Edinburg	\$2,272.00
Jessups Landing EMS (Corinth)	9/6/2022	Corinth	\$2,272.00
Malta-Stillwater EMS	9/6/2022	Malta	\$2,272.00
Moreau Emergency Squad	9/6/2022	Ft. Edward	\$2,272.00
Wilton Emergency Squad	9/6/2022	Saratoga Springs	\$2,272.00
	Total as of 9.13.2022		\$68,160.00