



Public Safety Committee

Wednesday, April 5, 2023 2:30PM

40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members:

C. Eric Butler
Joe Grasso
Mark Hammond - vc
Jean Raymond
Kevin Tollisen
Kevin Veitch

- I. Welcome and Attendance
- I. Approval of the minutes of the March 8, 2023 meeting.
- II. Michael Zurlo, Sheriff
 - a. Authorizing participation in the 2023 State STOP-DWI program and approving contracts with local participating agencies
 - b. Authorizing participation in the 2023 STOP-DWI High Visibility Engagement Campaign (HVEC) & DRE Call Out Plan
 - c. Authorizing the acceptance of a \$250,000 grant from the Dormitory Authority of the State of New York for the purchase of body-worn and in-car cameras for the Sheriff's Office.
 - d. Authorizing a contract with the Town of Malta for the provision of specialized law enforcement services
 - e. Proclaiming the week of May 7-13, 2023 as National Correctional Officers and Employees Week in Saratoga County
- III. Karen Heggen, District Attorney
 - a. Authorizing an agreement with Office Data Systems, Inc. to update, install and maintain iRecord equipment
 - b. Authorizing an agreement with Axon Enterprise, Inc. to provide Evidence.com professional licenses to be used with body-worn camera video from law enforcement agencies
 - c. Proclaiming April 23-29, 2023 as National Crime Victims' Rights Week in Saratoga County
- IV. Accepting the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant to Public Defender, Conflict Defender and Assigned Counsel Program 18B – Andrew Blumenberg, Public Defender
- V. Authorizing an agreement with the NYS Division of Homeland Security and Emergency Services to accept a 2022 Homeland Security Program Grant and amending the budget in relation thereto – Ed Tremblay, Emergency Services
- VI. Authorizing the acceptance of a NYS Criminal Justice Services Grant (ATI Grant) – Sue Costanzo, Probation
- VII. Other Business
- VIII. Adjournment

To view the webcast live or once recorded, go to <https://www.saratogacountyny.gov/meetings/2023-meetings/>



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: STOP DWI

DATE: 03/01/2023

COMMITTEE: Public Safety

RE: STOP-DWI

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Authorizing participation in the 2023 State STOP-DWI program and approving contracts with local participating agencies

3. Specific Details on what the resolution will authorize:

Authorizing the Chair of the Board to execute any agreements and documents needed with agencies contained in the 2023 STOP-DWI program plan and the State of New York to implement the 2023 STOP-DWI program.

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:

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted Department A.33
- b. Budget year impacted 2023
- 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:

STOP-DWI

c. Amount of grant:

\$249,325.00

d. Purpose grant will be used for:

Authorizes establishment of county special traffic options programs for driving while intoxicated (STOP-DWI) to reduce drug-related and alcohol-related traffic injuries and fatalities.

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

Laptop computer, portable image projector, microphone and speaker.

f. Time period grant covers:

January 1, 2023 - December 31, 2023

g. Amount of county matching funds:

0

h. Administrative fee to County:

0

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:

2023 STOP-DWI budget plan attached
2023 STOP-DWI State approval letter attached

KATHY HOCHUL
Governor



JUSTIN O'CONNOR
Director
(518) 474-0972
Fax: (518) 473-6946

GOVERNOR'S TRAFFIC SAFETY COMMITTEE
6 EMPIRE STATE PLAZA • ALBANY, NY 12228

February 22, 2023

Michael Zurlo
Coordinator
Saratoga County STOP DWI Program
6012 County Farm Road
Ballston Spa, NY 12020

Dear Sheriff Zurlo:

We are approving your 2023 STOP DWI Plan as submitted. Thank you for your dedication and continued work to address the problem of impaired driving.

We recognize that county governments continue to experience the same fiscal constraints as the rest of the state. In these difficult times, we have a duty to ensure that program spending is constrained to activities that prevent impaired driving, including the enforcement of impaired driving laws, and is not used to supplant local expenses. If you plan to modify this approved STOP DWI budget plan, you must notify the GTSC (Governor's Traffic Safety Committee) before incurring any costs.

If you have any questions about your plan or the program in general, please contact Dylan Keenan at the GTSC at STOP.DWI.PROGRAM@dmv.ny.gov or (518) 486-6615.

Sincerely,

A handwritten signature in black ink that reads "Justin O'Connor".

Justin O'Connor
Director

JO'C/RB/JK/DK/mr

cc:



COUNTY: SARATOGA

Name: Daniel P. Morley
Title: Administrator
Phone number: (518) 885-2403
Email address: dmorley@saratogacountyny.gov

Additional comments:

N/A

Next

COMPONENT	TOTALS
I. Enforcement*	\$ 135,625.00
II. Prosecution	\$ 32,000.00
III. Court Related	\$ 0.00
IV. Probation	\$ 30,000.00
V. Rehabilitation	\$ 30,000.00
VI. Public Information/Education	\$ 39,400.00
VII. Administration	\$ 27,300.00
TOTAL STOP-DWI BUDGET	\$ 294,325.00

**Do NOT include HVEC Grant Funding when reporting your budget expenses nor estimated income and other sources of revenue.*

Subtotal Estimated Fine Revenues for year 2023:	\$ 250,000.00
Subtotal Other Source(s) of Revenue**:	\$ 0.00
Total Estimated Revenues:	\$ 250,000.00
Enter Amount of Rollover/Fund Balance:	\$ 132,507.58

Are you planning to use any of your Rollover?

YES NO

** List other sources of revenue.

1.) Rollover fund = \$45,000

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BUDGET SUMMARY of LAW ENFORCEMENT

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	Total
List Job Title, Agency, Full or Part Time Status	Equivalent	
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
Overtime Funding*		\$ 135,625.00
Fringes		\$ 0.00
Total Personal Services (Subtotal (A) on next page)		\$ 135,625.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment (Subtotal (B) on next page)	\$ 0.00
Vehicle	\$ 0.00
Vehicle Maintenance	\$ 0.00
Supplies	\$ 0.00
Training/Travel	\$ 0.00
Overhead: Office Rent, Telephone, and Utilities	\$ 0.00
Indirect Cost Charge(s)	\$ 0.00
Contractual Services <i>Must describe in detail below the contractor and services to be provided</i>	\$ 0.00
Total Other Than Personal Services	\$ 0.00
TOTAL LAW ENFORCEMENT BUDGET (i) + (ii)	\$ 135,625.00

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****Do NOT include HVEC Grant Funding when reporting your budget.***

HVEC Grant Funding should NOT be included in either 'Overtime Funding' nor 'Contractual Services'

ENFORCEMENT ACTIVITY (PERSONAL SERVICES/EQUIPMENT) BUDGET

NAME OF AGENCY	AMOUNT PERSONAL SERVICES FOR DWI PATROLS (A)*	AMOUNT FOR OTHER THAN PERSONAL SERVICES (B)**
Saratoga County Sheriff's Office	\$ 57,325.00	
Saratoga Springs Police Department	\$ 42,050.00	
South Glens Falls Police Department	\$ 7,250.00	
Waterford Police Department	\$ 7,250.00	
Ballston Spa Police Department	\$ 7,250.00	
Mechanicville Police Department	\$ 7,250.00	
Stillwater Police Department	\$ 7,250.00	
TOTAL	\$ 135,625.00	\$ 0.00

*Subtotal (A) is the overtime funding for each agency
 **Subtotal (B) is the equipment amount for each agency

ENFORCEMENT ACTIVITY BUDGET (Description)

Describe in detail / explain vehicle purchase, including the name of the agency that will be obtaining the vehicle:

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

ENFORCEMENT ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

Funding for law enforcement efforts continues to be in great demand throughout the 7 municipal police agencies in Saratoga County. All departments provide specialized patrols during high incident times. In addition, the 7 municipal agencies along with the New York State Police and New York State Park Police will continue to participate in "blanket" or saturation patrols, DWI checkpoints as well as any statewide efforts in 2023. Also, depending on the circumstances of the municipalities and the time of year, patrols may target a particular population, group or event.

The 2023 plan will also include funding for underage drinking sting operations.

BUDGET SUMMARY of PROSECUTION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time Equivalent	Total
List Job Title, Agency, Full or Part Time Status		
Assistant District Attorney	25 %	\$ 28,000.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 28,000.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment		\$ 0.00
Supplies and Materials		\$ 0.00
Training/Travel		\$ 4,000.00
Contractual Services		\$ 0.00
Other (describe in detail below)		\$ 0.00
Total Other Than Personal Services		\$ 4,000.00
TOTAL PROSECUTION BUDGET (i) + (ii)		\$ 32,000.00

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PROSECUTION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

PROSECUTION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Funding for continuing education and leadership training opportunities will ensure that talented lawyers remain at prosecuting attorney offices and take an interest in the adjudication of DUI cases. While DA's offices struggle with many competing priorities, DWI is a crime that affects every single community and accounts for a significant loss of life. In addition to leadership, emphasis must be placed on education to ensure that prosecutors gain the knowledge and skills necessary to be effective when trying these complex cases.

DWI cases are not easy cases to prosecute and even seasoned prosecutors find these cases challenging. These cases can require a significant amount of work to prepare and should they advance to trial, are exceedingly difficult to win.

Encouraging prosecutors who are interested in developing further expertise in this area of law is an important goal. Promoting cross-training opportunities among prosecutors, law enforcement, and toxicologists whenever possible provides an opportunity to network and is a venue where the various facets of the system can identify if there are ways to strengthen existing practice.

Prosecutors are encouraged to attend national traffic safety conferences including the Impaired Driving and Traffic Safety conference, sponsored by the IACP, and the Symposium on Traffic Safety, sponsored by the IPTM.

As such the requested funding will be used for continuing DWI prosecution education and training opportunities for prosecutors and of local law enforcement. The funding will further the interests of encouraging prosecutors who are interested in gaining knowledge and expertise to continue handling DWI cases for extended periods of time and will result in further collaboration with local law enforcement agencies to identify opportunities for additional types of local DWI Enforcement trainings.

Please provide specific detail of the activities that will be funded in this area.

The 2023 plan continues the partial funding of an assistant district attorney specializing in DWI and drug impaired driving prosecution. This attorney's time will be exclusively devoted to DWI and DWAI-Drug cases in Saratoga County. DWI and drug impaired driving continues to be a serious problem in our cities, towns, and villages. Recognizing the severity of this problem, the Saratoga County Office of the District Attorney has followed a policy of aggressive and effective action against DWI offenders in the past and will continue this practice in 2023.

As the number of DWI and impaired driving offenses remain high, it is necessary that all assistant district attorneys have responsibilities in handling these types of cases in addition to their standard caseloads.

The DWI assistant district attorney will continue to participate in public education programs, provide training to law enforcement agencies, and participate in the Saratoga County Victim Impact Panels.

BUDGET SUMMARY of COURT RELATED

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	Total
List Job Title, Agency, Full or Part Time Status	Equivalent	
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 0.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment		\$ 0.00
Supplies and Materials		\$ 0.00
Training/Travel		\$ 0.00
Contractual Services		\$ 0.00
Other (describe in detail below)		\$ 0.00
Total Other Than Personal Services		\$ 0.00
TOTAL COURT BUDGET (i) + (ii)		\$ 0.00

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COURT RELATED ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

COURT RELATED ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

BUDGET SUMMARY of PROBATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	Total
List Job Title, Agency, Full or Part Time Status	Equivalent	
Probation Officers	25 %	\$ 30,000.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 30,000.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment		\$ 0.00
Supplies and Materials		\$ 0.00
Training/Travel		\$ 0.00
Contractual Services		\$ 0.00
Other (describe in detail below)		\$ 0.00
Total Other Than Personal Services		\$ 0.00
TOTAL PROBATION BUDGET (i) + (ii)		\$ 30,000.00

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PROBATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

PROBATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

The 2023 Saratoga County STOP DWI will continue to support probation officers who specialize in DWI cases. The designated officers will supervise the most intense DWI-related cases and will provide all of the required pre-sentence investigations. Funding will also support probation officers who supervise DWI offenders as part of their standard caseload.

BUDGET SUMMARY of REHABILITATION

(i) PERSONAL SERVICES

Funded Position(s): List Job Title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
Alcoholism Counselors	5 %	\$ 14,552.00
Social Workers	5 %	\$ 3,416.00
Program Coordinator	5 %	\$ 4,507.00
	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 3,869.00
Total Personal Services		\$ 26,344.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment		\$ 0.00
Supplies and Materials		\$ 0.00
Training/Travel		\$ 0.00
Contractual Services		\$ 3,656.00
Other (describe in detail below)		\$ 0.00
Total Other Than Personal Services		\$ 3,656.00
TOTAL REHABILITATION BUDGET (i) + (ii)		\$ 30,000.00

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REHABILITATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

Ed Morcone is a contract substance abuse counselor who provides individual and group therapy.

Claudina Ashelman is a contract nurse practitioner who provides therapy and prescription services.

These funds will be used to offset the cost of their contracts with Saratoga County to provide the aforementioned services.

REHABILITATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

In 2023, the program will continue to support Saratoga County's outpatient alcohol use disorder clinic. The clinic provides outpatient alcohol use disorder treatment to individuals on both Medicaid and private insurance. It is currently the only clinic in Saratoga County that provides services to patients on a sliding fee scale or at no cost where indicated. The clinic also provides full after hours emergency telephone services.

BUDGET SUMMARY of PUBLIC INFORMATION/EDUCATION

(i) PERSONAL SERVICES

Funded Position(s):	Percent Full Time	Total
List Job Title, Agency, Full or Part Time Status	Equivalent	
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
_____	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 0.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$ 0.00
Supplies and Materials	\$ 0.00
Training/Travel	\$ 0.00
Contractual Services	\$ 39,400.00
Other (describe in detail below)	\$ 0.00
Total Other Than Personal Services	\$ 39,400.00
TOTAL PUBLIC INFORMATION/EDUCATION BUDGET (i) + (ii)	\$ 39,400.00

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PUBLIC INFORMATION/EDUCATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

Describe in detail / explain Contractual Services:

The 2023 program continues to provide support to the Alcohol and Substance Abuse Prevention Council of Saratoga County. This consists of the following programs and activities:

1.) Safe Spring Campaign: A comprehensive county-wide campaign against youth DWI. This program operates year-round and includes the following:

A.) Work with SADD chapters in 13 high schools to plan county-wide initiatives, share ideas and successes, and gain information and support for their chapter activities. There are town and county-wide activities each year that were developed by program participants. In addition, the Prevention Council provides assistance, program coordination, and advisors meetings to help build local chapters.

2.) Safe Spring Student Leadership Conference: This annual event brings together nearly 300 youth and 50 adults for the purpose of preventing youth DWI and other tragedies during the high-risk springs season. It builds leadership skills in the youth and motivates them to design and lead local programs. Youths participate in workshops on topics of tremendous import such as teen relationships, intimate partner violence, conflict resolution, problem solving, binge drinking, and mental health. They also develop skills in public speaking, group building facilitation, and advocacy. Following the conference, teams return to their schools to plan victim impact panels, after prom activities, assemblies, mock crash scenes, "dead days", and other educational events for their schools and communities.

The Prevention Council also prints and distributes a prom night brochure to the parents of 11th and 12th grade students. The publication provides facts about safe and alcohol-free prom preparation and suggestions for how to facilitate same. Over 5,000 brochures are handed out to and shared with parents in nearly all school districts across Saratoga County. Businesses selling or renting tuxedos or dresses in Saratoga County also distribute these to prom-goers and their parents.

In addition, the Prevention Council participates in a media campaign targeting parents' attitudes towards DWI and teen safety at specific high-risk periods throughout the year and will continue to do so in 2023.

PUBLIC INFORMATION/EDUCATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

Please provide specific detail of the activities that will be funded in this area.

BUDGET SUMMARY of ADMINISTRATION

(i) PERSONAL SERVICES

Funded Position(s): List Job Title, Agency, Full or Part Time Status	Percent Full Time Equivalent	Total
STOP-DWI Administrator	25 %	\$ 5,000.00
Administrative Assistant	25 %	\$ 5,000.00
Administrative Assistant	25 %	\$ 5,000.00
	0 %	\$ 0.00
Overtime Funding		\$ 0.00
Fringes		\$ 0.00
Total Personal Services		\$ 15,000.00

(ii) OTHER THAN PERSONAL SERVICES

Equipment	\$ 6,500.00
Supplies and Materials	\$ 0.00
Training/Travel	\$ 4,000.00
Contractual Services	\$ 0.00
Other (describe in detail below)	\$ 1,800.00
Total Other Than Personal Services	\$ 12,300.00
TOTAL ADMINISTRATION BUDGET (i) + (ii)	\$ 27,300.00

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ADMINISTRATION ACTIVITY BUDGET (Description)

Describe in detail / list the equipment to be purchased:

- 1.) Laptop computer primarily for VIP
- 2.) Portable image projector primarily for VIP
- 3.) Microphone and speaker primarily for VIP

Other equipment purchased will be used to outfit the Saratoga County Sheriffs Mobile Education Vehicle (MEV). The MEV is a converted school bus which will be used primarily by our Sheriff's Office School Resource Officers as a teaching tool in our schools. The purpose behind, and the goals of the MEV align with STOP-DWI's other education/prevention & outreach programs.

The funds may also be utilized for the purchase of blood kits to distribute to our municipal police agencies.

Describe in detail / explain Contractual Services:

ADMINISTRATION ACTIVITY BUDGET (Description), Cont'd

Describe in detail / explain "other" items listed:

STOP DWI conference and Drug Recognition Expert conference: \$4,000
STOP DWI association dues: \$1,100
Printing: \$500 (triplicate forms for VIP registration)
Mileage: \$200 (incidental mileage reimbursement)

Please provide specific detail of the activities that will be funded in this area.

General overall administration and management of the Saratoga County STOP-DWI program. Includes but is not limited to grant management, oversight, and monitoring of grantee programs and activities, fiscal management, completion and submission of any and all required reports, and promotion of the associated programs.

The STOP-DWI Coordinator is Saratoga County Sheriff Michael H. Zurlo. The coordinator's position is part-time. The percentage of time estimated to be devoted to STOP-DWI-related matters is 15%. He is not paid a salary from STOP-DWI funds. The program is administered by Captain Daniel P. Morley on a day-to-day basis. The Sheriff's Office's clerical/fiscal staff also provides administrative support to the program.

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Clear Form

Submit



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~147-2022~~

Introduced by Public Safety: ~~Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright~~

AUTHORIZING PARTICIPATION IN 2022 STATE STOP-DWI PROGRAM AND CONTRACTS WITH LOCAL AGENCY PARTICIPANTS

WHEREAS, Vehicle and Traffic Law §1197 authorizes establishment of county special traffic options programs for driving while intoxicated (STOP-DWI) to reduce drug-related and alcohol-related traffic injuries and fatalities; and

WHEREAS, Resolution 147-2022 authorized renewal and implementation of our local STOP-DWI program and its participation in the 2022 State program; and

WHEREAS, 2022 County participants wish to continue their services in 2023; and

WHEREAS, the participation and cooperation of these local agencies and of the County are essential for effective action against this continuing menace to our residents; now, therefore, be it

RESOLVED, that the County of Saratoga renew its annual application to participate in the New York State STOP-DWI program for 2023; and, be it further

RESOLVED, that this Board of Supervisors approves the following 2023 STOP-DWI Program and budget for Saratoga County:

<u>ADMINISTRATION:</u>	\$ 27,300
Personnel (Coordinator)	\$ 15,000
Training/Travel	\$ 4,000
Dept. Expenses	\$ 8,300
<u>ENFORCEMENT AGENCIES:</u>	\$ 135,625
Saratoga County Sheriff	\$ 57,325
City of Saratoga Springs	\$ 42,050
Village of South Glens Falls	\$ 7,250
Town of Waterford	\$ 7,250

City of Mechanicville	\$ 7,250
Village of Ballston Spa	\$ 7,250
Town of Stillwater	\$ 7,250

HIGH VISIBILITY ENGAGEMENT

CAMPAIGN \$ ~~28,000~~

COUNTY DEPARTMENTS: \$ 92,000

District Attorney	\$ 32,000
Probation	\$ 30,000
Mental Health	\$ 30,000

INFORMATIONAL AGENCIES: \$ 39,400

ASAPC	\$ 33,100
SADD Programs	\$ 6,300

Less Amount Funded by Reserve Funds (\$45,000)

Total 2022 Grants: \$322,325;

\$249,325

and, be it further

RESOLVED, the Chair of the Board is authorized to execute any documents or agreements and documents needed with the above agencies and the State of New York to implement the above 2023 STOP-DWI program; and it is further

RESOLVED, that the form and content of such documents or agreements are subject to the approval of the County Attorney; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: ~~The budget will be amended to accept these funds and authorize the related expenses.~~ No budget impact. Funds are included in the department budget.

~~April 19, 2022 Regular Meeting~~

~~Motion to Adopt by Supervisor Hammond, Seconded by Supervisor Barrett~~

~~AYES (172031): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Eric Butler (6500), Kevin Veitch (8004), Arthur M. Wright (1976), Mark Hammond (17130), Thomas Richardson (5163), Scott Ostrander (18800), Theodore Kusnierz (16202), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lawler (8208), John Lant (17361)~~

~~NOES: 0~~

~~ABSENT (63479): Jonathon Schopf (19014.5), Diana Edwards (819), Jean Raymond (1333),
Michael Smith (3525), Kevin Tollisen (25662), Willard H. Peck (5242), Sandra Winney (2075),
Thomas N. Wood, III (5808)~~



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: STOP DWI

DATE: 03/01/2023

COMMITTEE: Public Safety

RE: STOP-DWI High Visibility Engagement Campaign (HVEC) & Drug Recognition Expert Call Out Plan

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Authorizing participation in the 2023 STOP-DWI High Visibility Engagement Campaign (HVEC) & DRE Call Out Plan

3. Specific Details on what the resolution will authorize:

Authorizing participation in the 2023 State STOP-DWI High Visibility Engagement Campaign & Drug Recognition Expert (DRE) Call Out Plan and approving contracts with local participating agencies.

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

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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 A.33-3502/A.33.000-7330
- b. Budget year impacted 2023
- 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:

STOP-DWI

c. Amount of grant:

\$28,000.00

d. Purpose grant will be used for:

Reimbursement of expenses incurred for STOP-DWI High Visibility Engagement Campaign (HVEC) activities and Drug Recognition Call Out Plan expenses.

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

f. Time period grant covers:

October 1, 2022 through September 30, 2023

g. Amount of county matching funds:

0

h. Administrative fee to County:

0

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:

This grant was formerly included in the STOP-DWI yearly grant but has been made a separate item by STOP-DWI.

Award letter attached with application for funding.



October 1, 2022

Saratoga County STOP-DWI
Via email

Please accept this letter as official notification of a High Visibility Engagement Campaign (formerly known as Crackdown) award in the amount of \$28,000 for use in your county. Initial each line below, sign the bottom and **scan back a copy of this letter**, there is no need to send me a hard copy. This will serve as your acceptance of these funds. Failure to return this form will result in non-reimbursement. Let me know if you have any questions.

- *DM* **Our focus will no longer be enforcement only** All HVEC efforts will include increased visibility and engaging the public with educational materials. The County STOP-DWI Coordinator will report the details using the provided HVEC Activity Form. (one form per county per HVEC)
- *DM* The funds listed above will be utilized for Enforcement Overtime during the following crackdown dates only (unless permission has been granted for alternate dates).

HALLOWEEN:	October 29 – October 31, 2022
THANKSGIVING:	November 23 – November 27, 2022
HOLIDAY SEASON (NATIONAL):	December 14 - January 1, 2023
SUPER BOWL:	February 10 - February 13, 2023
ST. PATRICK'S DAY:	March 16 - 19, 2023
DRUGGED DRIVING AWARENESS:	3pm April 20 – 3am April 21, 2023
MEMORIAL DAY:	May 26 - 30, 2023
JULY 4TH:	July 1 - 5, 2023
DRUGGED DRIVING AWARENESS:	3pm July 10 – 3am July 11, 2023
LABOR DAY (NATIONAL):	August 18 - September 4, 2023

- *DM* All HVEC will be multi-agency. (more than one agency must participate)
- *DM* If circumstances result in only one agency participating in any crackdown, an email will be sent to Pam Aini, Grant Administrator, describing the reasoning for only one agency participating.
- *DM* All HVEC efforts will be 'high visibility' and advertised in your county.
- *DM* All PS-1's and activity sheets will be submitted to Pam Aini, Grant Administrator **within 45 days of each event with the exception of the Labor Day HVEC and that paperwork must be submitted by September 30th due to grant end date. Paperwork submitted after 45 days (or 9/30 for Labor Day) shall not be considered for reimbursement.**

My signature here shall serve as acceptance of the grant detailed above and my initials above serve as acknowledgement of the items that I am responsible for.

Captain Dan Morley

 Captain Dan Morley
 Saratoga County STOP-DWI Administrator

Tracy Mance

 Tracy Mance, Chairperson
 STOP-DWI Foundation, Inc.

Tracy Mance (Albany) – Chairperson
Michele James (St. Lawrence) – Vice-Chairperson

Melanie Churakos (Cattaraugus) - Secretary
John Winchell (Washington) – Treasurer

FW: HVEC 2022-23 Application

Grants & STOP-DWI Foundation <stopdwifoundation@gmail.com>

Wed 8/17/2022 11:26 AM

To: Daniel Morley <DMorley@saratogacountyny.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Received – see below

Thank you

Pamela Aini
Grant Administrator & Project Director
NYS STOP-DWI Foundation, Inc.
414 Fairview Avenue
Hornell, NY 14843
607-281-7428

From: STOP-DWI <stopdwifoundation@gmail.com>

Sent: Wednesday, August 17, 2022 11:11 AM

To: stopdwifoundation@gmail.com

Subject: HVEC 2022-23 Application

HVEC 2022-23 Application

Name

Daniel P. Morley

County

Saratoga

Email for Confirmation

dmorley@saratogacountyny.gov

If available during the grant cycle, will you possibly be interested in additional funding?

Yes

Please select your County

Saratoga

Up to the Maximum Dollar Amount for your County - Indicate Total Amount Requested

28000

As you are aware, these events now must include 'community engagement'. It is necessary to track what county STOP-DWI Programs are doing to fulfill this grant requirement. Please indicate all that you will be using during the 8 events.

Social media,Foundation items,Webpage,Newspaper

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Saratoga County Sheriff's Office - 146 - 7000

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Ballston Spa Police Department - 58 - 2800

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Stillwater Police Department - 58 - 2800

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Mechanicville Police Department - 58 - 2800

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Saratoga Springs Police Department - 134 - 6440

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Waterford Police Department - 70 - 3360

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

South Glens Falls Police Department - 58 -2800

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Agency Name - Estimated Enforcement Hours - Total Dollar Amount

Agency Name - Estimated Enforcement Hours - Total Dollar Amount



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: Sheriff's Office

DATE: 03/29/2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Authorizing the acceptance of a \$250,000 grant from the Dormitory Authority of the State of New York (DASNY) for the purchase of body-worn and in-car cameras for the Sheriff's Office

3. Specific Details on what the resolution will authorize:

Authorizing the Chairman of the Board, County Administrator and/or County Sheriff to execute any and all documents related to the acceptance of \$250,000 grant from the Dormitory Authority of the State of New York (DASNY) for the purchase of body-worn and in-car cameras for the Sheriff's Office

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

County Attorney's Office
Consulted Yes

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 Yes

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

Revenue

Account Number	Account Name	Amount
A.30.3389	Other Public Safety	\$250,000.00

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Increase A-0599.B Appropriated Fund Balance-Budgetary Amount: \$250,000
--

5. Identify Budget Impact (**Required**):

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

- a. G/L line impacted
- b. Budget year impacted 2023
- c. Details

Accepting funds only. Expenses were incurred in 2022.

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

No

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
State
 - b. Agency granting funds:
Dormitory Association of New York
 - c. Amount of grant:
250,000
 - d. Purpose grant will be used for:
Body-worn and in-car camera program
 - e. Equipment and/or services being purchased with the grant:
Body-worn and in-car camera program
 - f. Time period grant covers:
9/14/21 through 3 years from signing date
 - g. Amount of county matching funds:
none required
 - h. Administrative fee to County:
none

9. Supporting Documentation:

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

10. Remarks:

This agreement will only receive funds for expenses previously incurred in 2022. No new expenses are being funded.

Certificate Of Completion

Envelope Id: B2B916332BD04063B6ED62059CF67416	Status: Completed
Subject: DASNY Grant Disbursement Agreement - Signature Required	
Grantee ID:	
Project ID: 24611	
Source Envelope:	
Document Pages: 32	Signatures: 3
Certificate Pages: 5	Initials: 2
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Sean Rosney
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	515 Broadway
	Albany, NY 12207
	srosney@dasny.org
	IP Address: 144.121.77.34

Record Tracking

Status: Original	Holder: Sean Rosney	Location: DocuSign
3/16/2023 3:28:55 PM	srosney@dasny.org	
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: Dormitory Authority - State of New York	Location: DocuSign

Signer Events

Michael H. Zurlo
 mzurlo@saratogacountyny.gov
 Sheriff
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 39E65BC77B514C8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 66.152.96.162

Timestamp

Sent: 3/16/2023 3:33:34 PM
 Viewed: 3/20/2023 1:35:07 PM
 Signed: 3/20/2023 1:37:32 PM

Electronic Record and Signature Disclosure:

Accepted: 3/20/2023 1:35:07 PM
 ID: 60b4c8b4-f56f-4d5c-80e1-71bc07e3b0af

Michelle Granger
 mgranger@saratogacountyny.gov
 Saratoga County Attorney
 Security Level: Email, Account Authentication (None)

DocuSigned by:


 832B31B95C23485...
 Signature Adoption: Pre-selected Style
 Using IP Address: 72.0.133.51

Sent: 3/20/2023 1:37:34 PM
 Viewed: 3/22/2023 3:58:10 PM
 Signed: 3/22/2023 4:06:59 PM

Electronic Record and Signature Disclosure:

Accepted: 3/22/2023 3:58:10 PM
 ID: a644e9cd-aa1c-4ce1-ab65-b26e3025ae92

Sean Rosney
 srosney@dasny.org
 Grant Program Assistant II
 DASNY
 Security Level: Email, Account Authentication (None)


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 Signature Adoption: Pre-selected Style
 Using IP Address: 144.121.77.34

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 Viewed: 3/23/2023 10:34:38 AM
 Signed: 3/23/2023 10:35:01 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Fred W Clark
 FWClark@dasny.org
 Managing Assistant Counsel
 DASNY
 Signing Group: DASNY Legal Reviewers
 Security Level: Email, Account Authentication (None)

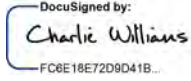
DS

 Signature Adoption: Pre-selected Style
 Using IP Address: 144.121.77.34

Sent: 3/23/2023 10:35:03 AM
 Viewed: 3/27/2023 9:04:36 AM
 Signed: 3/27/2023 9:05:32 AM

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Charlie Williams
cwilliams@dasny.org
Managing Director, Exec Dir
DASNY



Sent: 3/27/2023 9:05:35 AM
Viewed: 3/27/2023 11:13:59 AM
Signed: 3/27/2023 11:14:21 AM

Signing Group: DASNY Authorized Officers
Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style
Using IP Address: 24.29.57.220

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Accounts Payable
apgrants@dasny.org
Security Level: Email, Account Authentication (None)



Sent: 3/27/2023 11:14:23 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Grants Staff
grants@dasny.org
Grants Admin Staff
DASNY



Sent: 3/27/2023 11:14:24 AM

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/16/2023 3:33:34 PM
Certified Delivered	Security Checked	3/27/2023 11:13:59 AM
Signing Complete	Security Checked	3/27/2023 11:14:21 AM
Completed	Security Checked	3/27/2023 11:14:24 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dormitory Authority - State of New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dormitory Authority - State of New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dasnyinfo@dasny.org

To advise Dormitory Authority - State of New York of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dasnyinfo@dasny.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dormitory Authority - State of New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dormitory Authority - State of New York

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dormitory Authority - State of New York as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dormitory Authority - State of New York during the course of your relationship with Dormitory Authority - State of New York.

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and are made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK (“DASNY”):

515 Broadway
Albany, New York 12207
Contact: Karen Hunter
Phone: (518) 257-3177
E-mail: grants@dasny.org

THE GRANTEE:

County of Saratoga
25 West High Street
Ballston Spa, New York 12020
Contact: Richard L. Castle
Phone: (518) 885-2450
Email: rcastle@saratogacountyny.gov

THE PROJECT:

Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff's Office

PROJECT LOCATION(S):

Saratoga County Shared Use Facilities

ADDRESS:

6010 County Farm Road, Ballston Spa, 12020

GRANT AMOUNT:

\$250,000.00

FUNDING SOURCE:

State and Municipal Facilities Program(“SAM”)

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE:

9/14/2021

EXPIRATION DATE OF THIS AGREEMENT:

3 YEARS FROM DASNY EXECUTION DATE

Project ID: 24611
Grantee ID: 259
FMS#: 135183

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

- a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
 - i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;
 - ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
 - iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and
- b) The requirements of the SAM Program have been met; and
- c) The monies required to fund the Grant have been received by DASNY; and
- d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway (<https://grantsmanagement.ny.gov/>) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:
 - i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and
 - iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

b) Payment on Invoice:

- i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:
 - 1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;
 - 2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and
 - 3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.
- ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.
- iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.
- iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.
- v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

- i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.
- ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.
- iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

- iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.
- d) **Electronic Payments Program:** DASNY reserves the right to implement an electronic payment program (“Electronic Payment Program”) for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program (“Electronic Payment Effective Date”). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY’s Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.
- e) In no event will DASNY make any payment which would cause DASNY’s aggregate disbursements to exceed the Grant amount.
- f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY’s Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the “Indemnitees”) from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the “Bonds”) to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.
- b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.
- d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.
- i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.
- j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.
- k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

- l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway (<https://grantsmanagement.ny.gov/>).

- m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.

- n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

- o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

- p) The Grant shall not be used in any manner for any of the following purposes:
 - i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

 - ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

 - iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.
- t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to

determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

- v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

- a) Each of the following shall constitute a default by the Grantee under this Agreement:
 - i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
 - ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
 - iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
 - iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.
 - v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismitted or unstayed for an aggregate of thirty (30) days.
 - vi. The Grantee abandons the Project prior to its completion.
 - vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

- b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

County of Saratoga
Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff's Office
Project ID: 24611

This agreement is entered into as of the latest date written below:

GRANTEE: County of Saratoga

DocuSigned by:
Michael H. Zurlo
39E65BC77B514C8...
(Signature of Grantee Authorized Officer)

Michael H. Zurlo sheriff
(Printed Name and Title)


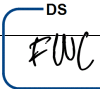
Date: 3/20/2023

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

DocuSigned by:
Charlie Williams
FC6E18E72D9D41B...
(Signature of DASNY Authorized Officer)

Charlie Williams Managing Director, Exec Dir
(Printed Name)

Date: 3/27/2023

DASNY OFFICE USE ONLY			
GRANTS ADMIN REVIEW		FINAL LEGAL REVIEW	
APPROVED FOR LEGAL REVIEW:		APPROVED FOR SIGNATURE:	
DATE:	3/23/2023	DATE:	3/27/2023

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

EXHIBIT A: Project Budget

County of Saratoga
Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff's Office
Project ID: 24611

USE OF FUNDS	TIMELINE		SOURCES			Total
	Anticipated Dates**		DASNY Share	In-Kind / Equity / Sponsor	Other Sources	
Project Description*	<i>Start</i>	<i>End</i>	<i>Amount</i>	<i>Amount</i>	<i>Amount</i>	
Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff's Office	05/01/2022	09/01/2023	\$250,000.00	\$19,801.07		\$269,801.07

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program (“SAM”) Grant
Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff’s Office
Project ID: 24611*

Ladies and Gentlemen:

I have acted as counsel to County of Saratoga (the “Grantee”) in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the “Agreement”) and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

x By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

DocuSigned by:
Michelle Granger
632B31B95C23465...

Michelle Granger

Saratoga County Attorney

Approved – Legal Opinion attached

***Instructions – Grantee’s Attorney will choose appropriate response. If “Approved as to form” is checked, the Attorney will DocuSign form. If “Approved – Legal Opinion attached” is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

- 1) You are acknowledging the following regarding the included Grantee Questionnaire:
 - This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.
 - The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.



DASNY OFFICE USE ONLY	
GQ Review	
DS <i>VB</i>	3/3/2023

**Grant Programs
Municipal Grantee Questionnaire**

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

- | | |
|---|--|
| 1. Grantee (Legally Inc. Name): | County of Saratoga |
| 2. Federal Employer ID No. (FEIN): | 14-6002571 |
| 3. Website Address: | www.saratogacountyny.gov |
| 4. Business E-mail Address: | mzurlo@saratogacountyny.gov |
| 5. Principal Place of Business Address: | 40 McMaster St. Ballston Spa, NY 12020 |
| 6. Telephone Number: | 518-885-2450 |
| 7. Type of Entity (Please select appropriate response): | |
- a) County
 - b) City
 - c) Town
 - d) Village
 - e) Public Benefit Corporation
 - f) Fire District
 - g) School District
 - h) Soil or Water Conservation District
 - i) Community College
 - j) Public Library
 - k) BOCES
 - l) Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Municipal Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership of a Related Party.
2. "Authorized Officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.
3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.
4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.
5. "Related Party" means: (i) the party's spouse, (ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.
6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No

If answer is "Yes", Please explain:

2. Has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors to provide goods or services in connection with any Grant-Funded Project as a condition of receiving a Grant? Yes No

If answer is "Yes", Please explain:

3. Does the Grantee have a conflict of interest policy? Yes No

- a) If "Yes", will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's conflict of interest policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee's conflict of interest policy? Yes No

If answer is "No", Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No

If the answer is "Yes", please provide details:

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee’s services, operations, business, or ability to conduct its activities? *Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.* Yes x No

If the answer is “No”, will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee’s services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant-Funded Project? If the answer is “No”, please explain: Yes No

2. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:
- a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x
 - b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x
 - c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x
 - d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x
 - e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x
 - f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x
 - g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No x

- h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? Yes No

- i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? Yes No

- j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? Yes No

- k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? Yes No

- l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No

- m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? Yes No

- n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:
 - Unemployment insurance or workers' compensation coverage or claim requirements Yes No

 - A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? Yes No

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

#2 (m)
 Nothing for the Sheriff's Dept. The Department of Public Works (DPW), Airport and Sewer District have received minor violations for various projects. Sewer District and DPW have been issued consent orders from DEC & EPA for violations in the past five (5) years.

- 3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No

If "Yes", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? **Yes** **No**

If "**Yes**", please provide details and what has been done to rectify the weakness or non-compliance(s). If a Corrective Action Plan was required, please provide details:

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:
Michael H. Zurlo
39E65BC77B514C8
Signature of Authorized Officer

DocuSigned by:
Richard L. Castle
87D74D6693574C7
Signature of Authorized Officer

Michael H. Zurlo
Printed Name of Authorized Officer

Richard L. Castle
Printed Name of Authorized Officer

Sheriff
Title of Authorized Officer

Undersheriff-Project manager
Title of Authorized Officer

3/2/2023
Date Signed

3/2/2023
Date Signed

EXHIBIT D: Disbursement Terms

County of Saratoga
Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff's Office
Project ID: 24611

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

EXHIBIT E: Payment Requisition Form and Dual Certification

County of Saratoga
 Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff's Office
 Project ID: 24611

<p>For Office Use Only:</p> <p>FMS#: 135183</p>

Payment Request #

For work completed between / / and / /

THIS REQUEST:

A: DASNY SHARE*	B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
\$ 250,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the County of Saratoga, for Project #24611.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # _____ attached hereto in the amount of \$ _____ for which County of Saratoga, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and County of Saratoga (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of County of Saratoga. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply)**:
 - Readable copies of both front and back of canceled checks.
 - Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
 - Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
 - Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
 - Other:

Authorized Officer Signature: _____ **Date:** _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____ **Date** _____

Print Name: _____

Title: _____

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

*Re: State and Municipal Facilities Program ("SAM") Grant
Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff's Office
Project No. 24611*

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) <input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR	

3) We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** The wire instructions for this account are as follows:
BANK NAME: _____ ACCOUNT #:
ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (____) _____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____

Title: _____

EXHIBIT E-2: Payment Requisition Back-up Summary

County of Saratoga
 Purchase of Body Worn and In-Car Camera Equipment for the County Sheriff's Office
 Project ID: 24611

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer (“AAO”)

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise (“MBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise (“WBE”)

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: Sheriff's Office

DATE: 03/29/2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing a contract with the Town of Malta for the provision of specialized law enforcement services by the Sheriff

3. Specific Details on what the resolution will authorize:

Authorize the Chairman of the Board to enter into a contract on behalf of the Sheriff to provide specialized law enforcement services to the Town of Malta from May 1, 2023 through December 31, 2023 with the full cost of said services to be paid by the Town of Malta. Form and content of the contract to be approved by the Sheriff and County Attorney.

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

County Attorney's Office
Consulted Yes

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 Yes

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

Revenue

Account Number	Account Name	Amount
A.30.2262	Reimb for Sheriff Ser	185,169.71

Expense

Account Number	Account Name	Amount
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Increase A-0599.B Appropriated Fund Balance-Budgetary
 Amount:

5. Identify Budget Impact (**Required**):

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

- a. G/L line impacted A.30.2262
- b. Budget year impacted 2023
- c. Details

Accepting funds only. Expenses included in the 2023 budget

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
No

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
No

County Administrator's Office
Consulted **No**

8. Is a grant being accepted: YES or NO

- 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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

This contract will authorize the Sheriff to provide specialized law enforcement services to the Town of Malta consistent with other contracts currently in effect with the Towns of Ballston, Clifton Park, Halfmoon, Wilton and the Village of Corinth. These new positions will be fully funded by the Town of Malta.

* Agenda item filed with Human Resources and Insurance Committee to authorize an amendment to the 2023 compensation schedule to add the 3 Deputy Sheriff-Patrol positions funded through this contract.

AGREEMENT FOR SPECIALIZED LAW ENFORCEMENT SERVICES

This Agreement, made as of the ____ day of April, 2023 BY AND BETWEEN,

COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York with a principal office at 40 McMaster Street, Ballston Spa, New York, 12020 (COUNTY), acting through its Sheriff's Office, (SHERIFF),

-and-

TOWN OF MALTA, a municipal corporation duly organized under the laws of the State of New York with a principal office at Town Hall, 2540 Route 9, Ballston Spa, New York 12020 (TOWN)

1. STATEMENT OF AGREEMENT

The COUNTY and the SHERIFF will provide "Specialized Protection" to the TOWN during the term of this agreement. The TOWN agrees to pay for such services as outlined herein. Both parties wish to continue this mutually beneficial relationship.

2. LEGAL BASIS

This agreement is authorized by §119-o of the General Municipal Law.

3. SPECIALIZED PROTECTION

Specialized Protection is that protection provided to the TOWN in excess of that normally furnished by the SHERIFF. In this case, Specialized Protection is defined as a higher quality and level of exclusive service not normally provided by regular County patrol. All references to Specialized Protection or specialized law enforcement services are those services to be delivered hereunder.

4. DELIVERY OF SERVICE

4.1 Service Area: The SHERIFF shall provide Specialized Protection within the corporate limits of the TOWN. Assigned Deputies will not leave the TOWN except in an extreme emergency and will continue the expanded presence and patrol for designated schools, parklands and residential and secondary roadways within the TOWN.

4.2 Enforcement Responsibilities: The SHERIFF shall enforce State statutes, COUNTY ordinances and those TOWN ordinances that are of the same type and nature as COUNTY ordinances enforced by the SHERIFF. The SHERIFF shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the SHERIFF under the laws of the State.

4.3 Services to be Delivered: The SHERIFF shall provide one patrol Monday through Sunday from 7:00 a.m. to 3:00 p.m. and one patrol Monday through Sunday from 4:00 p.m. to 12:00 a.m. or as agreed upon between the TOWN and the SHERIFF to patrol the TOWN at an initial cost of \$277,015.40. The total to be paid in equal monthly installments. The SHERIFF reserves the right to modify the foregoing schedule based upon the changing needs of law enforcement in the TOWN.

4.4 Reporting: The SHERIFF shall provide to the TOWN a monthly report of all law

enforcement services provided by the Sheriff's Department in the TOWN each month.

4.5 Service Management: The SHERIFF shall determine the planning, organization, scheduling direction, and supervision of his personnel and all other matters incident to the delivery of specialized law enforcement services to the TOWN. The SHERIFF shall retain exclusive authority over his personnel.

4.6 Responsiveness: The SHERIFF shall promptly consider all TOWN requests regarding the delivery of specialized law enforcement services and make every effort to comply with them in a manner consistent with good law enforcement practices and this agreement.

4.7 Dispute Resolution: Any conflict regarding the extent or manner of performance of the specialized law enforcement services shall be resolved by the SHERIFF and the TOWN SUPERVISOR. The SHERIFF'S decision shall be final and conclusive.

4.8 Coordination: The TOWN and the SHERIFF shall each designate a specific individual and alternates to coordinate and implement the delivery of specialized law enforcement services to the TOWN.

5. COUNTY RESPONSIBILITIES

Except as otherwise agreed, the COUNTY and the SHERIFF shall furnish all labor, equipment, facilities, and supplies.

6. LIABILITY

The COUNTY shall assume liability for and secure the TOWN from claims and/or all costs for damages allegedly caused by SHERIFF'S personnel and arising out of the performance of this agreement.

7. PERSONNEL

7.1 Employee Status: For purposes of this agreement only, all persons employed by the SHERIFF for this Specialized Protection shall be COUNTY officers or employees, and they shall not have any benefit, status, or right of TOWN employment.

7.2 Payment: The TOWN shall not be liable for the direct payment of salaries, wages, workers compensation benefits or any other compensation for COUNTY officers or employees providing specialized law enforcement services hereunder.

8. DURATION

The term of this agreement shall be for one (1) year from January 01, 2023 through December 31, 2023.

9. TERMINATION

This agreement may be terminated at any time upon ninety days (90) prior written notice to the other party.

10. AUTHORIZATION

This agreement is made and executed pursuant to County Resolution _____ - 2023 and a resolution approved by the TOWN Board of Malta # _____.

11. MODIFICATION

This agreement supersedes any and all prior oral and written agreements between the parties hereto and may be changed only in writing and signed by both parties.

IN WITNESS WHEREOF, The parties have hereunto signed this agreement on the day and year appearing opposite their respective signatures.

COUNTY OF SARATOGA

TOWN OF MALTA

By: _____ Date _____
Theodore T. Kusnierz Jr.
Chairman, Board of Supervisors
Per Resolution _____ -2023

By: _____ Date _____
Mark E. Hammond, Supervisor
Per Resolution # _____

Michael H. Zurlo, Sheriff

Approved as to Form and Content:

County Attorney



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 67 - 2022

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AUTHORIZING A 2022 CONTRACT FOR POLICE SERVICES WITH THE TOWN OF HALFMOON

WHEREAS, Resolution 23-2021, last authorized a contract with the Town of Halfmoon for additional police services to be provided by the Sheriff’s Department and the Town wishes to extend its contract; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of Halfmoon for the indicated police services in 2022, at a cost of \$230,863.39;

<u>NUMBER OF PATROLS</u>	<u>SERVICE TIME OF PATROLS</u>	<u>PLACE OF SERVICE</u>	<u>AMOUNT</u>
One (1)	Mon-Sun 8:00 a.m. – 4:00 p.m.	Entire Town	\$230,863.39
One (1)	Mon-Sun 4:00 p.m. – 12:00 a.m.	of Halfmoon	

and; it is further

RESOLVED, that the Sheriff’s Office shall provide such additional police services to the Town of Halfmoon for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town; and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XX - 2023

Introduced by Supervisors Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and K. Veitch

AUTHORIZING A CONTRACT FOR ~~POLICE~~ SPECIALIZED LAW ENFORCEMENT SERVICES WITH THE TOWN OF ~~HALEMOON~~ MALTA AND AMENDING THE 2023 COMPENSATION SCHEDULE UNDER SHERIFF'S DEPARTMENT IN RELATION THERETO

WHEREAS, The Town of Malta wishes to enter into a contract for specialized law enforcement services with the County through it's Sheriff's Office; and

WHEREAS, the proposed contract includes reimbursement by the Town for all County expenses including salaries, benefits, training, all transportation expenses and patrol cars; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to execute the following contract with the Town of ~~Halfmoon~~ Malta for the indicated ~~police~~ law enforcement services from May 01, 2023 through December 31, 2023, at a cost of \$185,169.71, with the form and content of such contract being subject to the approval of the County Attorney and the Sheriff:

<u>CONTRACT WITH</u>	<u>TIME OF SERVICES</u>	<u># OF PATROLS</u>	<u>PLACE OF SERVICES</u>	<u>AMOUNT</u>
Halfmoon Malta	Mon-Sun 7:00 a.m. - 3:00 p.m.	1	entire Town of	\$XXXXXX
	Mon-Sun 3:00 p.m. - 11:00 p.m.	1	Halfmoon Malta	

and; be it further

RESOLVED, that the Sheriff's Office shall provide such additional specialized law enforcement services to the Town of ~~Halfmoon~~ Malta for added patrols or special detail assignments as shall be determined by the Sheriff, the cost of which services shall be included within the stated contract amount; and be it further

RESOLVED, that the Sheriff shall have the right to modify the foregoing schedule based upon the changing needs of law enforcement in the Town; and be it further

RESOLVED, that the 2023 Compensation Scheduled under Sheriff's Department shall be amended to add three (3) additional positions under Deputy Sheriff-Patrol to meet the obligations of the contract; and be it further

RESOLVED, that said new positions shall remain in effect for the duration of a contract with the Town of Malta and only eliminated through attrition thereafter.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: Sheriff's Office

DATE: 03/24/23

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Proclamation/Honorary Resolution

2. Proposed Resolution Title:

**Proclaiming May 7-13 2023 as National
Correctional Officers and Employees Week in
Saratoga County**

3. Specific Details on what the resolution will authorize:

**Authorize the Chairman of the Board of
Supervisors to issue a proclamation in
recognition of National Correctional Officers and
Employees Week, May 7-13 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 **No**

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
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No 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

Human Resources Consulted
N/A

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
N/A

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

- 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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

In 1984, President Ronald Reagan signed Proclamation 5187, creating "National Correctional Officers' Week." Each year, the first full week in May is recognized as National Correctional Officers and Employees Week, commemorating the contributions of correctional officers and personnel who work in jails, prisons, and community corrections across the country.



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION XXX - 2023

Introduced by Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and K. Veitch

PROCLAIMING MAY 7 - 13, 2023 AS “NATIONAL CORRECTIONAL OFFICERS AND EMPLOYEES WEEK” IN SARATOGA COUNTY

WHEREAS, “National Correctional Officers Week” was first proclaimed on May 5, 1984 by President Ronald Reagan when he signed Proclamation 5187, to recognize the men and women who worked in jails, prisons and community corrections across the country; and

WHEREAS, in 1996, the U.S. Senate officially changed the name of the week to “National Correctional Officers and Employees Week”, to be recognized annually in the first week of May; and

WHEREAS, the corrections officers at the Saratoga County Correctional Facility are dedicated to safeguarding residents of the County of Saratoga and ensuring public safety; and

WHEREAS, corrections officers are responsible for supervising inmate conduct and behavior to maintain security within the facility, while working to instill positive behavior, attitudes, and skills within the inmate population in order to reduce recidivism and promote successful reentry into the community; and

WHEREAS, corrections officers strive to maintain a safe working and living environment inside the facility, often in the face of significant challenges and dangers, and it is important that this Board of Supervisors and County residents recognize the important work and sacrifices that corrections officers and employees at the Saratoga County Correctional Facility make each day to protect the citizens of Saratoga County; now, therefore, be it

RESOLVED, that the Saratoga County Board of Supervisors proudly proclaims May 7-13, 2023 to be “National Correctional Officers and Employees Week” in the County of Saratoga, and encourages all residents to join in honoring our correctional officers and employees who, by their faithful and loyal devotion to their responsibilities, have rendered dedicated service to the community, while remembering those correctional professionals who have made the ultimate sacrifice, as well as those who continue to face the daily dangers and challenges in our nation’s jails and prisons.

BUDGET IMPACT STATEMENT: No budget impact.



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: District Attorney

DATE: 03/17/2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with Office Data Systems, Inc. to update, install and maintain iRecord equipment.

3. Specific Details on what the resolution will authorize:

The resolution will authorize the updating of our iRecord digital recording equipment in nine locations (NYSP-Clifton Park, NYSP-Malta, NYSP-Wilton, Saratoga County District Attorney's Office, Waterford Police Department, Mechanicville Police Department, Village of Ballston Spa Police Department, South Glens Falls Police Department and Stillwater Police Department), as well as the installation, maintenance and training services for the equipment.

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

County Attorney's Office
Consulted **Yes**

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 Yes

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

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

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

Quote is \$15,450.00 more than what was budgeted for in the 2023 budget.
 Budget transfer was presented to cover overage.

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
Yes

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

Office Data Systems, Inc.
8 Stanley Circle
Latham, NY 12110
Joseph Pasquerella
jpasquerella@officedatasystems.com

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

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

g. Commencement date of contract term: **January 1, 2023**

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

The original installation of our iRecord systems was contracted through Office Data Systems, Inc. (ODS). We currently pay an annual fee to ODS for the maintenance of those systems (which the attached proposal includes). We decided to continue with ODS as a vendor when looking to upgrade the aging systems to the iRecord Universe System.

Purchasing Office Consulted
Yes

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO
- 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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:



Office Data Systems, Inc. - 8 Stanley Circle, Latham, NY 12110 - (518) 786-6531 - jpasquerella@officedatasystems.com

Date: January 11, 2023

iRecord Digital Video/Audio Recording System for Interviews

Saratoga County District Attorney, Karen A. Heggen
 25 West High Street, Ballston Spa, NY 12020
 Administrative Officer, Courtney Zalucky 518-885-2263, czalucky@saratogacountyny.gov

QTY	Description	
8	iRecord Universe IP Turnkey Recording System (1 Room), includes cameras, microphones, switches and miscellaneous items. For replacement at locations Wilton SP, Malta SP, Clifton Park SP, Saratoga County DA, Waterford PD, Mechanicville PD, Ballston Spa PD and South Glens Falls PD.	IR-Universe (1A)
1	iRecord Universe IP Turnkey Recording System (1 Room), includes cameras, microphones, switches and miscellaneous items. For location at Stillwater PD	IR-Universe (1A)
2	Second room add on (for juvenile interviews) to existing one room systems, Located at Wilton SP and Clifton Park SP	IR-Universe (2A Add)
1	Complete Installation, Setup, Cabling and Training	
1	Annual Support: Includes parts and labor on new and existing equipment from 1/1/2023 to 12/31/2023 (3 months warranty, amount prorated 9 months on new equipment)	
TOTAL		\$134,450.00

Terms and Conditions:

PAYMENT TERMS: 50% at time of order, 50% on delivery of system.
DELIVERY DATE: A delivery date will be provided after the equipment has been ordered, estimated 45-60 days
TAXES: Quote does not include State and Local taxes. Customer to provide tax exempt certificate or taxes will be added.
 Quotation is valid until December 31st, 2023.
 Please email purchase orders or signed quote to jpasquerella@officedatasystems.com

Approved By:

PO #:

Title:

DATE:



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 246 - 13

Introduced by Supervisors Rowland, Jenkins, Lawler, Lucia, Southworth, Tollisen and Veitch

AUTHORIZING AN AGREEMENT WITH OFFICE DATA SYSTEMS, INC. TO PROVIDE DIGITAL RECORDING EQUIPMENT TO RECORD AND PREPARE STATEMENTS OF DEFENDANTS IN CRIMINAL CASES

WHEREAS, the Saratoga County District Attorney's Office is in need of digital recording equipment to record and prepare statements of defendants in criminal cases; and

WHEREAS, digital recording equipment known as the iRecord system, as well as installation, maintenance and training services for said system can be purchased from Office Data Systems, Inc. ~~under state contract~~ at a cost of \$18,800; now, therefore, be it

RESOLVED, that the Chair of the Board is authorized to sign an agreement with Office Data Systems, Inc. of Latham, New York, to purchase digital recording equipment known as the iRecord system, including installation, maintenance and training services for said system, for the District Attorney's Office, at a cost not to exceed \$18,800, with the form and substance of such agreement being subject to the approval of the County Attorney.

BUDGET IMPACT STATEMENT: None. Funding has been included in the ~~2014~~ budget.
 2023



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: District Attorney

DATE: 03/29/2023

COMMITTEE: Public Safety

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

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorizing an agreement with Axon Enterprise, Inc. to provide Evidence.com professional licenses to be used with body-worn camera video from law enforcement agencies in order to streamline data management, sharing and storage on one secure platform.

3. Specific Details on what the resolution will authorize:

The resolution will authorize the purchase of the "Attorney Premier with Unlimited Storage" package from Axon Enterprise, Inc., providing each attorney and support staff member in the District Attorney's Office with a professional Evidence.com license to access body-worn camera video from law enforcement agencies and utilize the digital evidence management system to streamline the discovery process. The agreement will also include in-person and online set-up and training for all users.

County Attorney's Office
Consulted **Yes**

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 Yes

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

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No Budget Impact. Funds are included in the Department Budget

- a. G/L line impacted **A.25.8160 Data Processing Fees**
- b. Budget year impacted **2023-2028**
- c. Details

Contract will run May-December for 2023 and the annual cost will be prorated. The contract will run January-December for the following five years (2024 through 2028). A one-time full-service set up and training fee will be charged in 2023; training is free and unlimited after that.

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
Yes

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation **Sole Source**

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
(800) 978-2737
Contact: Erin Dallas, JD

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

f. State of vendor/contractor organization: **Arizona**

g. Commencement date of contract term: **May 1, 2023**

h. Termination of contract date: **December 31, 2028**

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted
Yes

County Administrator's Office
Consulted **Yes**

8. Is a grant being accepted: YES or NO
- 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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-418248-45014.633ED

Issued: 03/29/2023

Quote Expiration: 04/30/2023

Estimated Contract Start Date: 05/01/2023

Account Number: 496236

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Delivery: Invoice-25 W High St 25 W High St Ballston Spa, NY 12020-1963 USA	Saratoga County (NY) District Attorney's Office 25 W High St Ballston Spa, NY 12020-1963 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Erin Dallas Phone: Email: edallas@axon.com Fax:	Karen Heggen Phone: (518) 885-2263 Email: kheggen@saratogacountyny.gov Fax:

Quote Summary

Program Length	68 Months
TOTAL COST	\$287,640.00
ESTIMATED TOTAL W/ TAX	\$287,640.00

Discount Summary

Average Savings Per Year	\$17,520.00
TOTAL SAVINGS	\$99,280.00

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$48,840.02	\$0.00	\$48,840.02
Feb 2024	\$47,760.00	\$0.00	\$47,760.00
Feb 2025	\$47,760.00	\$0.00	\$47,760.00
Feb 2026	\$47,760.00	\$0.00	\$47,760.00
Feb 2027	\$47,760.00	\$0.00	\$47,760.00
Feb 2028	\$47,759.98	\$0.00	\$47,759.98
Total	\$287,640.00	\$0.00	\$287,640.00

Quote Unbundled Price:	\$386,920.00
Quote List Price:	\$386,920.00
Quote Subtotal:	\$287,640.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
AttorneyADV	Attorney Advanced	40	68		\$136.00	\$99.50	\$270,640.00	\$0.00	\$270,640.00
A la Carte Services									
100491	JUSTICE FULL SERVICE	1			\$17,000.00	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00
Total							\$287,640.00	\$0.00	\$287,640.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Attorney Advanced	73478	REDACTION ASSISTANT USER LICENSE	40	05/01/2023	12/31/2028
Attorney Advanced	73618	AXON COMMUNITY REQUEST+ LICENSE	40	05/01/2023	12/31/2028
Attorney Advanced	73838	PROSECUTOR PROFESSIONAL ACCESS LICENSE	40	05/01/2023	12/31/2028
Attorney Advanced	85762	AUTO-TRANSCRIBE JUSTICE ACCESS SERVICE	40	05/01/2023	12/31/2028

Services

Bundle	Item	Description	QTY
Attorney Advanced	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	40
A la Carte	100491	JUSTICE FULL SERVICE	1

Payment Details

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5/1/23-12/31/2023	100491	JUSTICE FULL SERVICE	1	\$2,886.53	\$0.00	\$2,886.53
5/1/23-12/31/2023	AttorneyADV	Attorney Advanced	40	\$45,953.49	\$0.00	\$45,953.49
Total				\$48,840.02	\$0.00	\$48,840.02

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100491	JUSTICE FULL SERVICE	1	\$2,822.70	\$0.00	\$2,822.70
Year 1	AttorneyADV	Attorney Advanced	40	\$44,937.30	\$0.00	\$44,937.30
Total				\$47,760.00	\$0.00	\$47,760.00

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100491	JUSTICE FULL SERVICE	1	\$2,822.70	\$0.00	\$2,822.70
Year 2	AttorneyADV	Attorney Advanced	40	\$44,937.30	\$0.00	\$44,937.30
Total				\$47,760.00	\$0.00	\$47,760.00

Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100491	JUSTICE FULL SERVICE	1	\$2,822.70	\$0.00	\$2,822.70
Year 3	AttorneyADV	Attorney Advanced	40	\$44,937.30	\$0.00	\$44,937.30
Total				\$47,760.00	\$0.00	\$47,760.00

Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100491	JUSTICE FULL SERVICE	1	\$2,822.70	\$0.00	\$2,822.70
Year 4	AttorneyADV	Attorney Advanced	40	\$44,937.30	\$0.00	\$44,937.30
Total				\$47,760.00	\$0.00	\$47,760.00

Feb 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100491	JUSTICE FULL SERVICE	1	\$2,822.67	\$0.00	\$2,822.67
Year 5	AttorneyADV	Attorney Advanced	40	\$44,937.31	\$0.00	\$44,937.31
Total				\$47,759.98	\$0.00	\$47,759.98

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/29/2023





SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: District Attorney

DATE: March 23, 2023

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Proclamation/Honorary Resolution

2. Proposed Resolution Title:

Proclaiming April 23-29, 2023 as National Crime Victims' Rights Week in Saratoga County.

This Year's Theme: "Survivor Voices: Elevate. Engage. Effect Change."

3. Specific Details on what the resolution will authorize:

A Board resolution proclaiming April 23-29, 2023 as National Crime Victims' Rights Week.

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

County Attorney's Office
Consulted **Yes**

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
----------------	--------------	--------

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

No 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

Human Resources Consulted

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO
- 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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

RESOLUTION 2023

Introduced by Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and Veitch

**PROCLAIMING APRIL 23~~9~~-29, 2023 AS
NATIONAL CRIME VICTIMS' RIGHTS WEEK IN SARATOGA COUNTY
THIS YEAR'S THEME: "SURVIVOR VOICES: ELEVATE. ENGAGE. EFFECT
CHANGE."**

WHEREAS, the term "victim" is more than just a label and has legal standing and protections that go along with it;

WHEREAS, crime victims' rights acts passed here in New York State and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process;

WHEREAS, victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights;

WHEREAS, ~~victim service providers and allied professionals can reach more victims through innovative, trauma-informed programs, such as telehealth services and multidisciplinary teams~~ the right to provide an impact statement ensures that victims' voices are considered in court during the sentencing and, when applicable, restitution processes;

WHEREAS, ~~victim service providers and allied professionals can increase access to victim services and compensation in areas that have been historically underserved, marginalized, and adversely affected by inequality by implementing culturally responsive services including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust;~~

WHEREAS, ~~equity and inclusion are fundamental prerequisites to survivor care, and survivor-led services that provide victims with opportunities to share their experiences are essential blueprints for support~~ engaging survivors creates responses and services that are credible, meaningful, and centered on individual needs;

WHEREAS, survivors' lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice;

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WHEREAS, National Crime Victims' Rights Week provides an opportunity to recommit to ~~ensuring that accessible, appropriate, and trauma-informed services are offered to all victims of crime~~ listening to crime survivors in every space where decisions are made that could impact them; and

WHEREAS, the Saratoga County Board of Supervisors is hereby dedicated to ~~helping crime survivors find their justice by enforcing victims' rights, expanding access to services, and ensuring equity and inclusion for all~~ amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed, and supported.

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1.15 li

RESOLVED, that the Saratoga County Board of Supervisors hereby proclaim the week of April 23-29, 2023 as National Crime Victims' Rights Week in Saratoga County reaffirming the County of Saratoga's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and expressing our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace; and, be it further

RESOLVED, that the Clerk to the Board forward a certified copy of this Resolution to New York State Crime Victims' Task Force, Wellspring, Mechanicville Area Community Services Center, MADD, The Prevention Council, Saratoga Center for the Family, and Parents of Murdered Children.

BUDGET IMPACT STATEMENT: No budget impact.

RESOLUTION 2023

Introduced by Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen and Veitch

**PROCLAIMING APRIL 23-29, 2023 AS
NATIONAL CRIME VICTIMS' RIGHTS WEEK IN SARATOGA COUNTY
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BUDGET IMPACT STATEMENT: No budget impact.

NYS Crime Victims' Task Force
P.O. Box 5692
Albany, NY 12205

Wellspring
2816 U.S. Route 9
Malta, NY 12020

Mechanicville Area Community Services Center
6 S Main Street
P.O. Box 30
Mechanicville, NY 12118

MADD
792 Watervliet Shaker Road, #6
Latham, NY 12110

The Prevention Council
125 High Rock Ave, #107
Saratoga Springs, NY 12866

Saratoga Center for the Family
359 Ballston Avenue
Saratoga Springs, NY 12866

Parents of Murdered Children
Albany New York Chapter
P.O. Box 48
Rensselaer, NY 12144



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: Public Defender

DATE: 03/24/23

COMMITTEE: Public Safety

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

1. Is a Resolution Required:

2. Proposed Resolution Title:

Accepting the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant for Public Defender, Conflict Defender and Assigned Counsel Program 18B for \$750,000 for three years.

3. Specific Details on what the resolution will authorize:

See attachment B

County Attorney's Office
Consulted Yes

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 Yes

- 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

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

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

- a. G/L line impacted A.26.000-6000 A.28.000-6000
- b. Budget year impacted 2023
- 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 **When the grant is finalized**

Salary and grade **\$96,072.00**

b. Is a new employee being hired? Y N

Effective date of employment **When the grant is finalized**

Salary and grade **\$96,072.00**

Appointed position: **yes**

Term **12/31/23, than every year after**

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

Yes

7. Does this item require the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

No

County Administrator's Office
Consulted Yes

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

Office of Indigent Legal Services

c. Amount of grant:

\$750,000, \$250,000 per year for three years

d. Purpose grant will be used for:

Improve the quality of representation to eligible parent in child welfare cases. See attachment C

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

2 hires 1 for the PDO and 1 for the CDO

f. Time period grant covers:

1/1/23 - 12/31/25

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

Information summary memo

Copy of proposal or estimate

Copy of grant award notification and information

Other _____

10. Remarks:

Contract for the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction grant - Saratoga County

Blair, Jami (ILS) <Jami.Blair@ils.ny.gov>

Tue 1/17/2023 10:59 AM

To: Steve Bulger <SBulger@saratogacountyny.gov>

Cc: Blumenberg, Andrew <ABlumenberg@saratogacountyny.gov>; George Conway <gconway@saratogacountyny.gov>; Dawn Phillips <DPhillips@saratogacountyny.gov>. • Damiano, Dina <DinaDamiano@saratogacountyny.gov>; Samantha Kupferman <SKupferman@saratogacountyny.gov>; Warth, Patricia (ILS) <Patricia.Warth@ils.ny.gov>; Phillips, Burton (ILS) <burton.phillips@ils.ny.gov>; Colvin, Jennifer (ILS) <Jennifer.Colvin@ils.ny.gov>; McCarthy, Lucy (ILS) <Lucy.McCarthy@ils.ny.gov>; Papanicolaou, Petros (ILS) <Petros.Papanicolaou@ils.ny.gov>

(J 1 attachments (884 KB))

O-Contract-2ndUFD-Saratoga-#C2NDUFD40.pdf;

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Bulger,

The Office of Indigent Legal Services is very pleased to send you the attached contract in the amount of \$750,000.00 for your review and approval. It reflects the funds that have been awarded to Saratoga County by virtue of the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction competitive grant authorized by the Indigent Legal Services Board. It includes a Budget and Work Plan designed to implement the proposal Saratoga County submitted in response to ILS' Request for Proposals to develop new, innovative programs and practices to improve the quality of representation provided to parents in child welfare matters.

As with previous ILS contracts, a unique contract number was assigned to this agreement by ILS. This number begins with a "C" and should also be referenced in all correspondence, claims for payment, and inquiries.

Two (2) original signed and notarized copies of the entire contract package must be returned for processing to the following address:

Jennifer Colvin
Manager of Grant Solicitation and Distribution
Office of Indigent Legal Services
A. E. Smith Office Bldg., 11th
Floor
80 South Swan St.
Albany, NY 12210

When the signed contracts are received, they will be reviewed and then signed by ILS Director, Patricia Warth. The fully executed contract will then be forwarded to the Attorney General and the State Comptroller, respectively, for final review and approval. We anticipate that the approval process will take approximately four weeks. When we receive the fully executed and approved contract from the State Comptroller, we will transmit an electronic copy to the person named in the contract as the contact.

Thank you for the cooperation that you have shown during this grant process. Should you have any questions, please do not hesitate to contact myself or Jennifer Colvin.



Jamison Blair

Assistant Counsel

New York State Office of Indigent Legal Services

80 S Swan St, Ste 1147, Albany, NY 12210 www.ils.ny.gov

(518) 935-7284 | jami.blair@ils.ny.gov | he/him/his

Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload

Reduction Grant Sent to RFP@ils.ny.gov

1. *Requesting County:* Saratoga County

2. *Authorized County Official*

Andrew C. Blumenberg, Public Defender

40 McMaster Street

Ballston Spa New York 12020.

Phone (518) 884-4795

Fax: (518) 884-4789

ablumenberg@saratogacountyny.gov

3. *Fiscal Intermediary*

Matt Rose, County Administrator's Office

40 McMaster Street

Ballston Spa New York 12020

mrqse@saratogacountyny.gov

4. *Amount of funding requested:* \$750,000.00 (\$250,000.00 per year for three years).

Concise Summary: The Saratoga County Public Defender's Office would utilize the Second Upstate Family Defense (Child Welfare) Quality Improvement and Caseload Reduction Grant to hire two additional Family Court Attorneys to represent clients in Saratoga County Family Court. One position would be in the Public Defender's Office, and one position would be in the Conflict Defender's Office. Any additional funding over what is required for the new attorney positions, would be used to defray costs of experts, evaluations and other case services for both offices.

Increasing staffing in both offices would allow the attorneys more time for each client. Having more staff would also allow each attorney more time to attend trainings that will better our practices and would permit our offices to allow intakes at the beginning of CPS investigations, rather than limiting our representation until petitions are filed in court. More staffing would ensure we can meet the court's request that attorneys be present at any appearance under Article Ten of the Family Court Act where the Department of Social Services is requesting relief that would impact our clients' rights to their children. The caseload has swelled so much in Saratoga County that the legislature has added another position for Family Court Judge in this county to handle the high caseload. Both the Office of the Public Defender and the Conflict Defender's Office have requested funding from the county for an additional attorney in each office to cover the dramatically increased caseload, and to have enough staff to cover the multiple calendars running simultaneously in Family Court.

In 2021 the Office of the Public Defender opened 970 cases for 876 clients in Family Court, which were handled by the three full time Attorneys who cover Family Court. The Conflict Defender's Office opened 329 cases for 273 clients in that same time frame. So far in 2022 the Office of the Public Defender has opened 688 cases for 644 clients in Family Court, while the Conflict Defender's office has opened 375 cases for 269 clients. Both offices are on pace to exceed the number of cases opened in 2021 and our staffing has remained stagnant during this time. Currently each of the Public Defenders carry a caseload of about 100 clients each, and the Conflict Defender's Office main Family Court Attorney carries a caseload of around 120 cases handled primarily by one attorney. In the Public Defender's Office Our combined caseload has fluctuated between 270 total cases and 330.

Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction Grant Received by 9.14.2022 at 5:00 p.m. Email to RFP@ils.ny.gov

II. PROPOSAL NARRATIVE

A. Plan of Action

1. The largest barrier to providing high quality parental representation for the Attorneys practicing in Saratoga County Family Court is the volume of clients that the Office must provide representation for. In Calendar year 2021 Office of the Public Defender opened 970 cases for 876 clients and the Conflict Defender's office opened 329 cases for 273 clients. So far in calendar year 2022 (until September 2, 2022) the Office of the Public Defender has opened 688 cases for 644 clients, and the Conflict Defender's Office has opened 375 cases for 269 clients. Both offices are on pace to exceed the number of cases opened in 2021 substantially. In the Office of the Public Defender the three attorneys who work in Family Court represent between 90 and 110 clients each. In the Conflict Defender's Office there is one full time attorney who carries over 120 clients. In both offices, representation for each client often includes several filings, with many petitions, sometimes covering Family Offense, Custody, Support, Neglect, Abuse, Paternity and even Termination of Parental rights, all for one client. Last year the County Attorney's office in our county added another Attorney to deal with the case increase in volume in Family court. This year the New York State Legislature approved a position for a third Family Court Judge in Saratoga County to start on the bench in January 2023 due to the increased volume of cases in Saratoga County. The increased eligibility for Family Court representation as well as a population increase for this Saratoga County, has resulted in increased filings and therefore increased assignments in Saratoga County.

Currently we are only assigned when a case comes before the court and not before. Through the Court's own initiative, counsel is required at any appearance where the Department of Social Services is requesting emergency relief. This representation is covered primarily through the Office of the Public Defender, secondarily through the Conflict Defender's Office, and lastly through the Saratoga County Assigned Counsel Program. This is a positive change for the litigants who previously did not have representation at these proceedings, but poses a further challenge for all three offices to find attorneys to appear on extremely short notice. As there is no consultation or representation prior to this initial appearance, both the Attorneys and the litigants are trying to repair any damage to the case done before the litigant had counsel. We are also trying to rapidly build trust with individuals who are facing the most horrible of consequences for parents, losing their children.

Both the Office of the Public Defender and the Conflict Defender's Office would need more staffing to be able to assist families pre-petition. With the addition of attorneys in both offices that would reduce our caseloads to the recommended 50-60 clients per attorney, the attorneys would be able to offer representation to litigants at the onset of the investigation.

Within the Office of the Public Defender we have the benefit of a full time paralegal and use of an staff social worker who assists available to all clients of the office of the Public Defender. Both the staff social worker and the Paralegal enhance the services that each attorney can offer within our office. Outside of our office, the Conflict Defender's Office does not have the benefit of these supports, and the Attorneys assigned through Saratoga County Assigned Counsel Program also do not have these resources, unfortunately, there are not funds available at this time to address this.

2. The addition of a full-time attorney in both the Office of the Public Defender and in the Conflict Defender's Office is the most important change that can be made to improve the representation of the litigants represented by these offices. Both the Office of the Public Defender and the Conflict Defender's Office have requested funding for one additional Attorney each from Saratoga County in their annual budget requests. We are hopeful that these requests will be approved. The addition of two Attorneys to each office, both the Office of the Public Defender and the Conflict Defender's Office would divide our current caseloads to 50-60 clients per attorney. This reduction would greatly increase the time each Attorney could devote to each individual client in turn.

With increased staffing both the Office of the Public Defender and the Conflict Defender's Office would accept applications for representation of individuals who are facing an investigation from child protective services. The applications for counsel would go through the same conflicts check process that our cases go through which should place each client with an Attorney who can continue to represent them throughout the life of the case. This would allow for trust to be established early on, and should assist clients (and their families) avoid unnecessary removal proceedings. When representation attaches early, Attorneys can assist their clients obtain exonerating services, evaluations and tests ahead of our court proceedings. Often having these services in place or evidence to negate accusations of Child Protective Services at the initial court appearance can avoid a removal. Attorneys can also assist the clients come up with plans to address safety concerns that keep children home or with other family and out of foster care whenever possible.

The Office of the Public Defender recently assisted on a case where an infant had been removed from a family on an emergency basis because they had previously lost an

infant child to SIDS and refused to work with Child Protective Services. The only services needed were for the family to utilize a lactation specialist and to sign a caretaker agreement not to co-sleep with the child. This family lost three days with their infant child which likely could have been avoided if counsel had been available to consult with ahead of time. Unfortunately, pre-petition consultation and representation is not something that our offices can assist with without additional staffing.

Within the Office of the Public Defender we have the benefit of a full time paralegal and use of an staff social worker who assists available to all clients of the office of the Public Defender. Both the staff social worker and the Paralegal enhance the services that each attorney can offer within our office. With five full time Attorneys in addition to this support staff, we will be able to utilize fully their services to the benefit of our clients. Outside of our office, the Conflict Defender's Office does not have the benefit of these supports, and the Attorneys assigned through Saratoga County Assigned Counsel Program also do not have these resources. Unfortunately, with the level of funding available currently, it is not possible to staff the Conflict Defender's Office with a paralegal or social worker, nor is contracting out for the Conflict Defender's Office or the Saratoga County Assigned Counsel Program an option at this time.

Additional Attorney staffing in both offices will enhance the quality of representation for all clients further by increasing Attorney Availability for trainings to stay on the cusp of legal research and parental defense. Now is an ideal time to add attorneys to both offices as the currents staff in both offices is highly experienced and would be able to share that experience with any new Attorney hires. The newest full time Attorney in the Office of the Public Defender has been practicing for ten years,

eight in Family Court. The Other Attorneys in the Office of the Public Defender that work in Family Court have eleven and twenty- two years of experience practicing in New York Family Courts. The Conflict Defender's Office Family Court Attorney has well over four decades of experience in Family Court. Both offices are ideally staffed to share their knowledge with new hires at this time and train the Attorneys on the job. The new Attorney positions would be strongly encouraged to attend all of the New York Defender's Association trainings available for Family Court representation and in particular, for representation of Parents in Article ten matters.

Some funding would be allocated to fund services that will assist clients in their cases. Things like drug tests, mental health or psychological evaluations, could be covered by the additional funding for cases arising from either office or the Saratoga County Assigned Counsel Program. Some of the additional funding could be utilized to defray the costs of training to improve Parental Representation for Attorneys working on the Saratoga County Assigned Counsel Program.

3. Under this plan the Providers of Mandated Family Court Representation are the Office of the Public Defender, the Conflict Defender's Office and the Saratoga County Assigned Counsel Program Administrator and attorneys. The Office of the Public Defender will still be the entry point to assess eligibility and forward cases if needed to the Conflict Defender's Office or the Saratoga County Assigned Counsel Program Administrator. The three current full-time attorneys for the Office of the Public Defender and Attorney for the Conflict Defender's office will divide their caseloads with the additional staff to bring caseloads to the levels recommended by the Interim Report of the Commission on Parental Representation 2019 recommended standards for Family Court representation. The experienced attorneys will assist in training the Attorneys and dividing up the

current caseload. All attorneys will participate as requested in stakeholder meetings with the County Attorneys, the Family Court Judges and court support staff.

4. The current staff of the Office of the Public Defender, the Conflict Defender's Office and the Saratoga County Assigned Counsel Program administrator will develop guidelines for pre-petition case intakes so the intake process is not overly burdensome to the administrative staff that will be responsible for processing these intakes. The administrative staff that processes these applications will be consulted along with her Family Court counterpart to create the protocols for these pre-petition filings coming in. The new Attorney Positions will receive mentoring as needed depending on their work experience. All new Attorney hires will be encouraged or required to attend Parental Representation trainings conducted by the New York State Defender's Association.
5. For the Office of the Public Defender there are three full time Attorneys who cover Family Court. We have one paralegal who assists all three of us, as well as the support of the staff social worker. There are also two administrative staff in our office one who processes all applications for criminal and Family Court. These individuals plus the two new full time Attorneys from county funding and one through this grant will implement the changes outlined in this grant. They will implement pre-petition advice and representation and more comprehensive representation as client numbers are reduced.

The Conflict Defender's Office currently consists of one full time Family Court Attorney, there is one administrative assistant that assists the entire office. These individuals plus the two new full time Attorneys one from county funding and one through this grant will implement the changes outlined in this grant. They will implement pre-petition advice and representation and more comprehensive representation as client numbers are reduced.

The Saratoga County Assigned Counsel Program Administrator would inform the Attorneys who work under the Saratoga County Assigned Counsel Program of any trainings available to them that would improve their representation of Family Court litigants. The Saratoga County Assigned Counsel Program Administrator would continue to assign cases that the Office of the Public Defender and the Conflict Defender's Office could not provide representation for.

6. This office was able to hire one additional Attorney and one full time paralegal for Family Court back in 2019. The Office of the Public Defender knows the impact of another person handling some of the caseload can have on each case handler's workload has. The Office of the Public Defender consulted with the Conflict Defender's Office and the Saratoga County Assigned Counsel Program administrator in drafting of this grant. The staff will check in on a quarterly basis to ensure that the caseloads are remaining in the appropriate zones according to recommendations, and will continually raise awareness of the change in representation attaching pre-petition.
7. The Office of the Public Defender and Conflict Defender's Office has poured over the client and case numbers over the last two years and is confident that the addition of two full time attorneys per office would be more than sufficient to comport with the ILS standards for Parental Representation.

B. Data Collection Performance Measurement and Evaluation

8. By adding a two Attorneys to each office, all providers total caseloads would decrease 50-60 per handler. We will utilize PDCMS to analyze caseloads on a quarterly basis to make sure that caseloads are in line with the recommendations.
9. As a result of reduced caseloads, each Attorney will be able to assist clients pre-petition. We will measure the number of individuals assisted in this manner through PDCMS. It is

also expected that each Attorney would be able to have more client contact with each of their clients, though that is hard to quantify and to measure. Each Attorney would also have more time to do legal research, engage in motion practice, draft more petitions or amended petitions for their clients. We do not have baseline numbers for drafting, though that could be identified in our client files where these drafting were completed for clients. What would be very difficult to identify going backwards is the instances where we were unable to file a motion or petition in writing on behalf of our client and the client would have benefitted from that written motion. We can track that moving forward to show the quality of representation and drafting going forward.

10. We would utilize PDCMS to collect the data about pre-petition representation. We will consult with the PDCMS gurus to see if we can add a field to capture information about motions and petitions filed for each client. In the alternative we will collect this information from each Attorney individually. In order to monitor the program, we will have to check our caseload levels on at least a quarterly basis. For the first three months with the new hire we will likely have to check caseloads once per month to make sure the on-boarding process goes smoothly, and the cases are equitably distributed. We will also have monthly meetings with all four family court providers to check in with the current caseloads, assist one another with case coverage, and to identify cases that are problematic and likely to need more resources (time, evaluations or research). At these meetings we will identify if caseloads are continuing to spike or coming down to more manageable levels.

Applicant Capability and Personnel

11. Attorney Stitt will assist Andrew Blumenberg, the Saratoga County Public Defender, in the implementation of this grant. Public Defender Blumenberg has 27 years of

experience working for the Office of the Public Defender, 6 years as first assistant and 3 years as the Public Defender. Attorney Blumenberg has been at the helm of the Saratoga County Public Defender's Office for the majority of the implementation of a grant to provide caseload relief for the attorneys providing representation for clients in criminal matters. He has overseen the hiring of eight attorneys and one secretary for this process, and has managed all of the caseload re-allocation as new hires have come on for our criminal division. Attorney Stitt will organize the monthly and then Quarterly meetings to facilitate this grant and will create a protocol for data collections that is feasible for all attorneys. Attorney Stitt has specialized in Family court work and especially parental defense for over eight years. She previously worked at the Legal Aid Society of Northeastern New York, where she not only worked as a Senior Staff attorney, defending parents in Family court, but also took an active role on committees within the organization. She has experience with data collection and reporting under previous grants she has worked on, and she has experience with assessing a project and making real time adjustments to the project to provide corrections if necessary.

The Lead Person in the Conflict Defender's Office it would be the Conflict Defender George Conway assisted by Samantha Kupferman. Attorney Conway has been practicing law for thirty years. After two decades in private practice, he has spent the last eleven years in the public sector, all for Saratoga County. He began working for Saratoga County as an Assistant County Attorney, then worked as a Labor Attorney for Saratoga County, and for the last several years he has been the Conflict Defender for Saratoga County. Attorney Conway overseen the Conflict Defender's Office through its creation and has managed the two Attorneys in his office (one Family Law one Criminal Law Attorney) and one support staff while handling a caseload himself. Attorney

Conway has experience in budget management, hiring, and caseload management. Ms. Kupferman has worked for the Conflict Defender's Office for several years. Ms. Kupferman is experienced with case management, and adept at running reports through PDCMS. Ms. Kupferman will assist in running all reports necessary to implement this grant.

For the Saratoga County Assigned Counsel Program Administrator Dawn Phillips would be the lead person. She has been administering the Saratoga County Assigned Counsel Program for several years. Attorney Phillips has developed contacts with the Assigned Counsel provider list and the local courts. She is able to find representation often with minimal notice through these contacts. Attorney Phillips has also managed the Counsel at First Appearance on call schedule for all local courts. She has ensured there are Attorneys on call for all off hours arraignments for all of Saratoga County. Attorney Phillips will spearhead coordination of providers through the Saratoga County Assigned Counsel Program to ensure they benefit from training and supports provided by this grant. Prior to becoming the administrator of the Assigned Counsel Program, Attorney Phillips spent twenty-three years in private practice. Attorney also served as an Executive Board Member for two local not-for-profit organizations.

12. The Office of the Public Defender, the Conflict Defender's Office and the Saratoga County Assigned Counsel Program Administrator communicated by email regarding this grant application, and they met face to face to discuss what would be the best use of the grant monies available to improve the representation of litigants, especially Parents, in Saratoga County. All providers involved in this application are dedicated to the improvement of representation for parents in our county.

III. Budget & Cost

13. Please see attached Budget form

14. Personnel costs would utilize the vast majority of funds available from the grant. The Budget is mainly covering the Personnel cost of adding one attorney to both the Office of the Public Defender and to the Conflict Defender's Office. The Salary and Benefits are delineated by Saratoga County as the Salary for an attorney and the cost of benefits. All full-time attorneys employed by Saratoga County, whether for the District Attorney's Office, County Attorney's Office, Office of the Public Defender or Conflict Defender's Office, have the same starting salary and same cost of benefits. Reducing caseloads is the primary objective of this grant request, as that will have the most significant effect on the quality of parental representation offered by the assigned counsel providers in Saratoga County. The addition of two full time attorneys to both the Office of the Public Defender and the Conflict Defender's Office would be a welcome addition to these offices and an essential component of caseload relief.

Once two full time attorneys are added in both the Conflict Defender's Office and the Public Defender's Office both offices would have the personnel to assist clients pre-petition. It is expected that this pre-petition assistance would benefit our clients, as well as the courts, by pre-empting Child protective Services before petitions are filed. This should build trust and rapport between litigants and assigned counsel, and any issues that can be addressed prior to a court appearance will be. This should simplify the

cases that come before court as well as reduce the total number that rise to the level of needing court intervention.

The Additional Funding for Saratoga County Assigned Counsel Program Case handlers would be for additional training costs for those case handlers, or for evaluative services, lab fees, drug tests, service fees, or expert witness fees for cases handled through the Saratoga County Assigned Counsel Program. The priority of that funding would be first and foremost to train and support the Attorneys working through the Saratoga County Assigned Counsel Program for any training or support services that would enable these attorneys to better represent their clients particularly in Article 10 cases.

The Funding for Evaluative Services, Lab Fees and Drug tests would be available to both the Office of the Public Defender and the Conflict Defender's Office to defray costs for our clients who need drug tests, substance abuse evaluations or mental health evaluations for Article 10 cases.

Miscellaneous legal Expenses, Service Fees etc. would be available to both the Office of the Public Defender and the Conflict Defender's Office to defray costs associated with service of process fees for Article 10 cases.

Expert Witness Fees would be available to both the Office of the Public Defender and the Conflict Defender's Office to defray expert witness costs for Article 10 cases. This funding will supplement the county budgeted amount for those services- not supplant. We do not have nearly enough funding allocated for these services currently, we have gone through over \$20,000 in forensic psychological evaluations alone this

year, so any amount we can add to the resources will assist in our representation of our clients.

15. The administrators of the grant within each office will monitor the expenditures of the grant on a quarterly basis to ensure that the project stays within Budget. Due to the salaried nature of the Attorney Positions, minimal monitoring will be needed for Attorney Salaries and benefits, simply a confirmation each year that the increased costs will stay in line with the budget.

Appendix A Proposed Budget

Saratoga County Upstate Model Family Representation Grant Proposed Budget			
Andrew Blumenberg, Public Defender			
(518)884-4795			
pd@saratogacountyny.gov			
Line Item	Year one	Year two	Year three
Personnel			
Assistant Public Defender Attorney Salary	94,500.00	96,500.00	98,500.00
Assistant Public Defender Attorney Benefits	23,400.14	25,246.14	26,246.14
Assistant Conflict Defender Attorney Salary	94,500.00	96,500.00	98,500.00
Assistant Conflict Defender Attorney Benefits	23,400.14	25,246.14	26,246.14
Personal Service Subtotal	235,800.28	243,492.28	249,492.28
Contractual/ Per Diem Services			
Additional Funding for 18B Casehandlers	7,199.72	1,000.00	0.00
Funding for Evaluative Services, Lab Fees, Drug Tests	3,000.00	2,500.00	0.00
Miscellaneous legal Expenses, Service Fees etc.	2,000.00	1,500.00	0.00
Expert Witness Fees	2,000.00	1,507.72	507.72
OTPS Subtotal	14,199.72	6,507.72	507.72
Totals per year	250,000.00	250,000.00	250,000.00
Total Three-Year Budget			750,000.00

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: C2NDUFD40</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Saratoga, County of</p>	<p>TRANSACTION TYPE:</p> <p><input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Second Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571 DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>Saratoga County Office of the Public Defender 40 McMaster Street Ballston Spa, NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality, Code: 410100000000 <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: January 1, 2023 To: December 31, 2025</p> <p>CURRENT CONTRACT PERIOD:</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: \$750,000.00</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 and Requirement Mandated by Federal Laws
- Attachment B: B-1 Expenditure Based Budget B-2 Performance Based Budget
 B-3 Capital Budget B-4-Net Deficit Budget
 B-1(A) Expenditure Based Budget (Amendment)
 B-2(A) Performance Based Budget (Amendment)
 B-3(A) Capital Budget (Amendment)
 B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: _____

Patricia J. Warth

Printed Name

Title: Director – Office of Indigent Legal Services

Date: _____

STATE OF NEW YORK

County of _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

Printed Name

Title: _____

Date: _____

**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

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).

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

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

C. Claims for Reimbursement:

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

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

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

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), and service

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.

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

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

i) Fifth Quarter Payments: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:

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.

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use Of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

(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 and Requirements Mandated by Federal Laws).

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and womenowned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

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

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

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

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

⁹ Not applicable to not-for-profit entities.

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

ATTACHMENT A-1

PROGRAM SPECIFIC TERMS AND CONDITIONS

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

I. Notices

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

Notification to ILS:

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

Notification to County:

Steve Bulger
County Administrator
Saratoga County
40 McMaster Street
Ballston Spa, NY 12020
(518) 884-4742
sbulger@saratogacountyny.gov

II. Supplanting Funds

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

ATTACHMENT B-1

**Office of Indigent Legal Services
SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION
January 1, 2023 - December 31, 2025**

COUNTY OF SARATOGA

Total Contract Amount: \$750,000.00

Budget Expenditure Item	Year 1 1/1/2023 - 12/31/2023	Year 2 1/1/2024 - 12/31/2024	Year 3 1/1/2025 - 12/31/2025
Personnel:			
Assistant Public Defender - Salary	\$94,500.00	\$96,500.00	\$98,500.00
Assistant Public Defender - Fringe	\$23,400.14	\$25,246.14	\$26,246.14
Assistant Conflict Defender - Salary	\$94,500.00	\$96,500.00	\$98,500.00
Assistant Conflict Defender - Fringe	\$23,400.14	\$25,246.14	\$26,246.14
Subtotal Personnel	\$235,800.28	\$243,492.28	\$249,492.28
Contracted/Consultant:			
Non-Attorney Professional and Evaluative Services (experts, investigators, social workers, interpreters, forensic tests, etc.)	\$8,500.00	\$4,507.72	\$507.72
Service of Process Fees	\$2,000.00	\$1,500.00	\$0.00
Subtotal Contracted/Consultant	\$10,500.00	\$6,007.72	\$507.72
Training/CLEs (Assigned Counsel Program panel attorneys)	\$3,699.72	\$500.00	\$0.00
Subtotal OTPS	\$3,699.72	\$500.00	\$0.00
TOTAL	\$250,000.00	\$250,000.00	\$250,000.00
THREE-YEAR TOTAL	\$750,000.00		

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

January 1, 2023 – December 31, 2025

COUNTY OF SARATOGA

Goal: Improve the quality of representation provided to eligible parents in child welfare Family Court matters by providing the staffing and resources needed to implement an early-intervention, multi-disciplinary model of legal representation in these cases.

Task #1

Provide the salary and fringe for a full-time Assistant Public Defender to represent parents in child welfare proceedings (and any associated Family Court matter), and to initiate representation during the child welfare investigation prior to the filing of any Article 10 petition in Family Court.

Program Location:

- Office of the Public Defender, Saratoga County

Task #2

Provide the salary and fringe for a full-time Assistant Conflict Defender to represent parents in child welfare proceedings (and any associated Family Court matter), and to initiate representation during the child welfare investigation prior to the filing of any Article 10 petition in Family Court.

Program Location:

- Office of the Conflict Defender, Saratoga County

Task #3

Provide funding for the Public Defender Office, the Conflict Defender Office, and the Assigned Counsel Program to access non-attorney professional and evaluative services in child welfare matters, including independent expert evaluations, forensic testing (such as drug testing), social workers, interpreters, and investigators. These non-attorney professionals will be paid an hourly rate of \$50 to \$750, depending on the type of service and the experience and expertise of the non-attorney professional. These services may also be paid on a flat fee basis of up to \$3000 per case. Costs include associated travel and mileage expenses at the IRS rates.

Program Location:

- Office of the Public Defender, Saratoga County
- Office of the Conflict Defender, Saratoga County
- Office of the Assigned Counsel Program, Saratoga County

Task #4

Provide funding for the Public Defender and Conflict Defender Offices costs associated with service of process in child welfare (Article 10) Family Court proceedings (service of witness subpoenas, Orders of Protection, judicial orders, etc.), as well as the statutory fees required when witnesses are subpoenaed in Article 10 Family Court matters.

Program Location:

- Office of the Public Defender, Saratoga County
- Office of the Conflict Defender, Saratoga County

Task #5

Provide funding for Assigned Counsel Program panel attorneys to attend trainings, CLE programs, and other convenings related to improving the quality of representation provided to parents in child welfare matters. Costs include program registration and travel expenses.

Program Location:

- Office of the Assigned Counsel Program, Saratoga County

Performance Measures:

In consultation with ILS, identify key Performance Measures for the following:

- 1) Progress toward implementation of the specific goal(s) of the program funded under this contract.
- 2) Expected improvement in the quality of representation provided by attorneys in child welfare matters.

In consultation with ILS, develop a plan for collecting and reporting data on these key Performance Measures.

ATTACHMENT D

PAYMENT AND REPORTING SCHEDULE

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

I. PAYMENT PROVISIONS

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

Quarterly Reimbursement

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

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

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

II. REPORTING PROVISIONS

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

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

Consolidated Fiscal Report (CFR)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.

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

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

TABLE I – REPORTING SCHEDULE

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

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

ATTACHMENT B-1

**Office of Indigent Legal Services
SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION
January 1, 2023 - December 31, 2025**

COUNTY OF SARATOGA

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ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

**SECOND UPSTATE FAMILY DEFENSE (CHILD WELFARE) QUALITY
IMPROVEMENT & CASELOAD REDUCTION**

January 1, 2023 – December 31, 2025

COUNTY OF SARATOGA

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Task #2

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Program Location:

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Task #3

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Program Location:

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- 1) Progress toward implementation of the specific goal(s) of the program funded under this contract.
- 2) Expected improvement in the quality of representation provided by attorneys in child welfare matters.

In consultation with ILS, develop a plan for collecting and reporting data on these key Performance Measures.

18 B (ASSIGNED COUNSEL) – REVENUE

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.21.-3313	Indigent Legal Services	\$6,533.06

18 B (ASSIGNED COUNSEL) – EXPENSES

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.21.214-8111	Litigation Consultants	\$1,000.34
A.21-214-8112	Experts	\$1233.00
A.21.214-8117	Investigators	\$0.00
A.21.214-8119	Misc. Re; Legal Services	\$0.00
A.21.214-8125	Lab Fees	\$500.00
A.21.214-8192	Translator	\$100.00
A.21.214-8150	Training Services	\$1,849.86
A.21.214-8512	Conference Fees	\$1849.86

PUBLIC DEFENDER – REVENUE

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.26-3313	Indigent Legal Services	\$121,733.47

PUBLIC DEFENDER - EXPENSES

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.26.000-6000	Regular Wages	\$94,500.00
A.26.000-6910	Retirement	\$10,805.01
A.26.000-6930	Social Security	\$1,790.12
A.26.000-6960	Health Ins.	\$10,805.01
A.26.000-8111	Litigation Consultants	\$1,200.33
A.26.000-8112	Experts	\$1033.00
A.26.000-8117	Investigators	\$0
A.26.000-8119	Misc. Re; Legal Services	\$0
A.26.000-8125	Lab Fees	\$500.00
A.26.000-8192	Translator	\$100.00
A.26.000-8114	Process Services	\$1,000.00

**Please note that G/L lines in the 8000's have been budgeted for in the year 2023-no adjustments need to be made to increase expense budget lines due to this grant. \$3,833.33, will be our actual revenue for this if all amounts are utilized and claimed.*

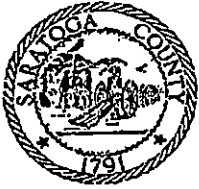
CONFLICT DEFENDER – REVENUE

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.28-3313	Indigent Legal Services	\$121,733.47

CONFLICT DEFENDER - EXPENSES

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
A.28.000-6000	Regular Wages	\$94,500.00
A.28.000-6970	Retirement	\$10,805.01
A.28.000-6930	Social Security	\$1,790.12
A.28.000-6960	Health Ins.	\$10,805.01
A.28.000-8111	Litigation Consultants	\$2,000.33
A.28.000-8112	Experts	\$0.00
A.28.000-8117	Investigators	\$0.00
A.28.000-8119	Misc. Re; Legal Services	\$100.00
A.28.000-8125	Lab Fees	\$633.00
A.28.000-8192	Translator	\$100.00
A.28.000-8114	Process Services	\$1,000.00

**Please note that G/L lines in the 8000's have been budgeted for in the year 2023- no adjustments need to be made to increase expense budget lines due to this grant. \$3,833.33, will be our actual revenue for this if all amounts are utilized and claimed.*



2/15/22

SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION ~~70-2022~~

Introduced by Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright

AUTHORIZING THE ACCEPTANCE OF AN INDIGENT LEGAL SERVICES GRANT (DISTRIBUTION #12) FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES

WHEREAS, grant funds are available for the grant period January 1, ²⁰²³ 2022 through December 31, 2024 from the New York State Office of Indigent Legal Services in the amount of \$211,602 to assist Saratoga County and the County Public Defender's Office, in improving the quality of indigent legal services provided by the County pursuant to County Law Article 18-B; and *Child Welfare cases attorneys and*

WHEREAS, the Saratoga County Public Defender proposes to use said grant funds to continue to pay for the appellate legal services provided by the 18-B program for representation associated with criminal appeals, and a portion of the salary of the full-time Social Worker in the Public Defender's Office; and *Child Welfare cases in the Public Defender's*

WHEREAS, the acceptance of this grant requires this Board's approval; now, therefore; be it

RESOLVED, that the Chair of the Board is authorized to execute all necessary documents with the New York State Office of Indigent Legal Services for the acceptance of a State Office of Indigent Legal Services Grant (Distribution #12) in the amount of \$211,602 for improving the quality of indigent legal services in Saratoga County for the period January 1, 2022 through December 31, 2024; and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. 100% State Aid.

Second upstate Family Defense (Child Welfare) Quality Improvement + caseload Reduction

Conflict Defenders Office and 18B Conflict Defend 18B Office

\$ 750,000

Second upstate Family Defense (Child Welfare) Quality Improvement + Caseload Reduction

\$ 750,000



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

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

CC: John Warmt, Director of Purchasing
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: Office of Emergency Management



DATE: March 26, 2023

COMMITTEE: Public Safety



1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Amend 2023 Budget for SHSP 2022 Grant

3. Specific Details on what the resolution will authorize:

Authorize amendment of the 2023 for Expenses and matching revenue

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
A.36-3306	Homeland Security	\$148,535.00

Expense

Account Number	Account Name	Amount
SEE ATTACHED		

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

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

- a. G/L line impacted 1-36-366
- b. Budget year impacted 2023
- 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 the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO
- a. Source of grant funding:
State
- b. Agency granting funds:
Department of Homeland Security
- c. Amount of grant:
\$148,535.00
- d. Purpose grant will be used for:
Listed Above
- e. Equipment and/or services being purchased with the grant:
Listed Above
- f. Time period grant covers:
September 1, 2022 - August 31, 2025
- g. Amount of county matching funds:
\$0.00
- h. Administrative fee to County:

9. Supporting Documentation:

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

10. Remarks:

Project #: SH22-1032-D00 SHSP

Project Status: Executed

Project

Participant: Saratoga County

Home Open	General	Participants	Work Plan	Budget	Funding Allocation	Questions	Conditions	Acceptance
The following Assurances must be certified before the Project can be submitted.								
Copy	# Assurance						Certified by	Certified Date
Go to Attachment	DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES Grant Assurances and Certifications for Federally-Funded Grants							
Progress Site Review Financial Property	1	The certifications herein shall be treated as a material representation of fact upon which reliance will be placed when the State of New York and/or the Federal Emergency Management Agency (FEMA) or U.S. Department of Transportation (DOT) determines to award the cove					Ed Tremblay	07/08/2022
The following Appendices must be certified before the Project can be E-Signed.								
Reports Application Deficiency Draft Contract Final Contract	# Appendix						Certified by	Certified Date
Help Logout	3	APPENDIX C PAYMENT AND REPORTING SCHEDULE For All Contractors: 3I. PAYMENT PROVISIONS 1. In full consideration of contract services to be performed, DHSES 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 for					Steve Bulger	10/03/2022
Login ID: etremblay	4	NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES GRANT CONTRACT APPENDIX A-1 The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face					Steve Bulger	10/03/2022
4.3.7								

The contract has been electronically signed by Steve Bulger on 10/17/2022.

The contract has been electronically approved by Eric Abramson on 10/17/2022. [Click Here](#) to view the Award Contract pdf.

Award Contract

SHSP

Project No.

Grantee Name

SH22-1032-D00

Saratoga County

10/17/2022

Appendix B - Project Budget

Budget Summary by Participant

Saratoga County Saratoga County Office of Emergency Services - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	E-1 Interoperable communications equipment - Computer Aided Dispatch system and related items	06CP-03-PRAC	1	\$42,535.00	\$42,535.00	\$42,535.00	\$0.00

Total	\$42,535.00	\$42,535.00	\$0.00
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#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	S-1 Disposable medical supplies (Cyanokits)	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00

Total	\$10,000.00	\$10,000.00	\$0.00
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#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	AO-2 Maintenance costs for Response Team Fire Training Simulator	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
2	AO-1 Service costs for response notification and alerting system	1	\$86,000.00	\$86,000.00	\$86,000.00	\$0.00

Total	\$96,000.00	\$96,000.00	\$0.00
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Saratoga County Office of Emergency Services	Total Cost	Grant Funds	Matching Funds
Total Project Costs	\$148,535.00	\$148,535.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$148,535.00	\$148,535.00	\$0.00

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>		<u>Description of item being purchased per Ed Trembley</u>
Revenue:				
A.36-3306	Homeland Security	\$148,535.00		
Expense:				
A.36.366-7051	Communication Equipment	\$42,535.00		Replacement Radios \$8,000 each
A.36.366-8241	Prescription Drugs and Supplies	\$10,000.00		Cyano Kits
A.36.366-8293	Equipment Maintenance	\$10,000.00		Maintenance on EMS items
A.36.366-8190	Other Professional Services	\$65,000.00		iamresponding service (2 years @ \$32,500/year)
A.36.366-8520	Software	\$21,000.00		PulsePoint (2 years @ \$10,500 /year)



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION - 2023

Introduced by **Supervisors Lant, Butler, Grasso, Hammond, Raymond, Tollisen, K. Veitch**

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES TO ACCEPT A **2022** HOMELAND SECURITY PROGRAM GRANT AND AMENDING THE 2021 BUDGET IN RELATION THERETO

WHEREAS, funds are available from the New York State Division of Homeland Security and Emergency Services for a 2021 **2** State Homeland Security Program (SHSP) grant in the amount of ~~\$185,651~~ **\$148,535.00**; and

WHEREAS, said funds are available to pay for Communications Equipment, Disposable Medical Equipment (Cyano Kits) Maintenance Cost for DHSES Equipment, ~~Verizon charges~~; and renewal of the "I Am Responding" (IAR) contract; and ~~copier lease charges~~ and the approval of this Board is needed to accept the SHSP grant funds; now, therefore, be it

RESOLVED, that the Saratoga County Board of Supervisors hereby accepts the New York State Division of Homeland Security and Emergency Services – 2021 **2** SHSP grant in the amount of ~~\$185,651~~; **\$148,535.00** and it is further

RESOLVED, that the Chair of the Board and/or the Commissioner of Emergency Services is hereby authorized to execute any and all agreements or documents necessary to accept the \$185,651 SHSP grant, with the form and content of such agreements and documents to be approved by the County Attorney; and it is further

RESOLVED, that the 2021 County Budget is amended as follows:

UNDER DEPARTMENT OF EMERGENCY SERVICES

Increase Appropriations

Acct.: #A.36.366-7051 – Communications Equip.	\$ 42,535
Acct.: #A.36.366-8241 – Prescription Drugs and Supplies	\$ 10,000
Acct.: #A.36.366-8293 – Equipment/ Maint. Cost	\$ 10,000
Acct.: #A.36.366-8190 – Other Professional Services	\$ 65,000
Acct.: #A.36.366-8520 – Software	\$ 21,000
	<u>\$ 148,535</u>

Increase Revenues

Acct.: #A.36-3306 – Homeland Security

\$ 148,535

and, it is 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
Michelle Granger, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: John Warnt, Director of Purchasing
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: Probation Department

DATE: 03/20/2023

COMMITTEE: Public Safety

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



1. Is a Resolution Required:

Yes, Grant Acceptance 

2. Proposed Resolution Title:

Authorizing the Acceptance of a NYS Criminal Justice Services Grant (ATI Grant)

3. Specific Details on what the resolution will authorize:

Authorize the approval of the County's Alternative to Incarceration (ATI) Performance-Based Service Plan through June 30, 2024 and acceptance of a grant for Alternatives to Incarceration from the Division of Criminal Justice Services in the amount of \$26,224 for the period of July 1, 2023-June 30, 2024. The grant will be used for the Pre-Trial Services Program.

County Attorney's Office
Consulted *yes*

3/21/23

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 *yes* *3/1/23*

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

Revenue

Account Number	Account Name	Amount
A.31-3880	Alt Incar PreTrial	\$9853.00
CD.68-4790	Job Training Federal Aid	-\$8003.00
A.68-3879	Alt to Incarceration	-\$1850.00


Expense

Account Number	Account Name	Amount

Fund Balance (if applicable): (Increase = additional revenue, Decrease = additional expenses)

Amount:

5. Identify Budget Impact (**Required**):

Other 

- a. G/L line impacted **See above**
- b. Budget year impacted **2023**
- c. Details

No budget impact. Transfer of Budget between departments. In addition, \$16,370 of the grant monies will continue to be included in the probation department's revenue line of A.31-3880.

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 the awarding of a contract: Y N

a. Type of Solicitation

b. Specification # (BID/RFP/RFQ/OTHER CONTRACT #)

c. If a sole source, appropriate documentation, including an updated letter, has been submitted and approved by Purchasing Department? Y N N/A

d. Vendor information (including contact name):

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

f. State of vendor/contractor organization:

g. Commencement date of contract term:

h. Termination of contract date:

i. Contract renewal date and term:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

County Administrator's Office
Consulted

8. Is a grant being accepted: YES or NO

a. Source of grant funding:

State

b. Agency granting funds:

New York State Division of Criminal Justice Services

c. Amount of grant:

\$26,224

d. Purpose grant will be used for:

Pre-Trial Release Services Program

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

None

f. Time period grant covers:

June 1, 2023-June 30, 2024

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
- Information summary memo
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:



**Division of Criminal
Justice Services**

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

YVONNE TURNER
Director of Funding

Grant Award Notice

Grantee/Contractor: Saratoga County Probation Department	Date: 02/14/2023
Program Name: Saratoga County 13A Classification	Award Amount: \$26,224¹
Signatory Name and Title: Mrs. Susan Costanzo, Probation Director	Term Dates: 07/01/23-06/30/24
Email: <u>SCostanzo@saratogacountyny.gov</u>	Contract Number: C523951
SFS Vendor ID No.: 100002435	
<p>Program Description: DCJS is pleased to inform you that your County is eligible to receive the above noted amount for your county's Article 13-A Classification/Alternatives to Incarceration (ATI) program(s) for a renewal term of July 1, 2023 to June 30, 2024. This funding provides localities the opportunity to examine their criminal justice and jail populations, to consider possible program implications as a result of Bail Reform and any other legislative changes, and to conduct planning for effective ATI programs. This funding must supplement, not supplant, non-grant funds that would otherwise be available for expenditure on the programs.</p>	
<p>Additional Programmatic Information: Please find the attached 2023-24 13-A Application for Funding. Please complete the Application, responding to all questions pertaining to current and future planning and submit the Application, along with the proposed Appendix B-1 Budget, to DCJS by emailing them to dcisopcaati@dcjs.ny.gov by March 27, 2023. Once reviewed, DCJS will upload the Applications and the proposed B-1 to the DCJS Grants Management System (GMS). Additional instructions for accessing the applicable Appendix B-1 Budget and for completing steps necessary to renew your contract for the term July 1, 2023, to June 30, 2024, in GMS are also attached.</p>	
Grant Questions	
<p>PRIMARY CONTACT (contract) Ben Lazarus Public Safety Grants Representative 3 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518 485-7906 Email: Ben.lazarus@dcjs.ny.gov</p>	<p>PRIMARY CONTACT (program) Nicole Aldi Community Corrections Representative 3 NYS Division of Criminal Justice Services Office of Probation and Correctional Alternatives Phone: 518 485-8457 Email: Nicole.Aldi@dcjs.ny.gov</p>

^[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

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

Attachments (2)

cc: Robert M. Maccarone, Deputy Commissioner and Director
Sheryl Morrow, Employment and Training Counselor

3/16/22



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 110 - 2022

Butler Grasso

Introduced by Public Safety: Supervisors Lant, Barrett, Hammond, Lawler, Ostrander, K. Veitch and Wright, Raymond, Tollisen

APPROVING THE ALTERNATIVES TO INCARCERATION (ATI) PERFORMANCE-BASED SERVICES PLAN AND AUTHORIZING THE ACCEPTANCE OF A NYS DIVISION OF CRIMINAL JUSTICE SERVICES GRANT

110 - 2022a

WHEREAS, pursuant to Resolution ~~204-2021~~, this Board authorized the approval of our current Alternatives to Incarceration (ATI) program through June 30, ~~2022~~, and the acceptance of funding from the NYS Division of Criminal Justice Services' Office of Probation and Correctional Alternatives; and

WHEREAS, the NYS Division of Criminal Justice Services has allocated funding for the County's ATI Program in the amount of \$26,224 for the period of July 1, ~~2022~~ through June 30, ~~2023~~; and

WHEREAS, it is necessary to approve the County's ATI Performance-Based Service Plan program through June 30, ~~2023~~, and to authorize acceptance of the allocated ATI grant funding from the State Division of Criminal Justice Services' Office of Probation and Correctional Alternatives during said period; now, therefore, be it

RESOLVED, that this Board of Supervisors approves and ratifies the County's Alternatives to Incarceration (ATI) Performance-Based Service Plan through June 30, ~~2023~~, and it is further

RESOLVED, that the Chairman of the Board is authorized to execute all necessary documents with the State Division of Criminal Justice Services' Office of Probation and Correctional Alternatives for the application for, and acceptance of, the following grants:

<u>FUND</u>	<u>PROGRAM</u>	<u>PERIOD</u>	<u>AMOUNT</u>
ATI	Community Work Order	7/1/22 - 6/30/23	\$ 9,853.20
ATI	Pre-Trial Release Services	7/1/22 - 6/30/23	\$16,370.80
		23 24	\$26,224

; and it is further

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

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact. 100% State Aid.

March 16, 2022 Regular Meeting

Motion to Adopt: Supervisor(s): Supervisor Connolly

Second: Supervisor(s): Supervisor Hammond

Ayes:	216062
Noes:	0
Abstain:	0
Absent:	3545