



Public Safety Committee

Wednesday, September 4, 2024 3:00PM
40 McMaster Street, Ballston Spa, NY

Chair: John Lant

Members: C. Eric Butler VC, Jesse Fish, Ian Murray, Scott Ostrander,
Mo Wright, Cynthia Young

Agenda

- I. Welcome and Attendance
- II. Approval of the minutes of the August 7, 2024 meeting
- III. Accepting a second expansion of Hurrell-Harring grant from the New York State Office of Indigent Legal Services – Andrew Blumenberg, Public Defender
- IV. André Delvaux, Emergency Services
 - a. Proclaiming October 6-12, 2024 as National Fire Prevention Week in Saratoga County
 - b. Authorizing a land lease agreement with Cellco Partnership d/b/a Verizon Wireless for the construction of a communications tower on County lands in the Town of Milton
- V. Proclaiming October 2024 as Domestic Violence Awareness Month in Saratoga County – Karen Heggen, District Attorney
- VI. Other Business
- VII. Adjournment



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Public Defender

DATE: 8/26/24

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Grant Acceptance

2. Proposed Resolution Title:

Authorizing the Chairman to Enter into an Agreement with the New Your State Office Of Indigent Legal Services to Accept a \$8,011,697.25 Grant Pursuant to the Statewide Expansion of the Hurrell - Haring Settlement.

3. Specific Details on what the resolution will authorize:

Budget and Work plan to implement the plan submitted by Saratoga County Public Defender, Conflict Defender and Assigned Counsel, to use these funds(8,011,697.25 over three years) to improve the quality of services provided pursuant to article 18-B of the County Law.

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 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 **2024-2027**
- c. Details

Included in the budget this is for all three departments Public Defender, Conflict Defender and Assigned Counsel Program.

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

Purchasing Office Consulted

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

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:

\$8,011,697.25

d. Purpose grant will be used for:

Public Defender, Conflict and Assigned Counsel Office to improve the quality of services pursuant to article 18-B county law

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

f. Time period grant covers:

4/1/24 - 3/31/27

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

10. Remarks:



SARATOGA COUNTY BOARD OF SUPERVISORS

RESOLUTION 132 - 2019

Lant. Butler, Fish Murray, Wright

and Young

Introduced by Supervisors ~~Peck, Allen, Barrett, Lawler, O'Connor, Ostrander~~ and Szczepaniak

AUTHORIZING THE CHAIRMAN TO ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES TO ACCEPT A ~~\$7,110,185.25~~ GRANT PURSUANT TO THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT

8,011,697.25

WHEREAS, as part of its efforts to expand the quality of indigent public defense services beyond the five counties named as defendants in the class action lawsuit "Hurrell-Harring, et. al v. State of New York, et. al", , the New York State Office of Indigent Legal Services is offering State funding to counties that submit applications detailing specific plans for the improvement of public defense services; and

WHEREAS, the New York State Office of Indigent Legal Services has awarded grant funds to Saratoga County and the County Public Defender's Office, in the amount of ~~\$7,110,185.25~~ for the grant period from April 1, 2018 through March 31, 2023 to support the continued improvement of the quality of indigent legal services provided by the County pursuant to County Law Article 18-B; and

8,011,697.25

where AS The County proposes to use said funds to continue to fund salaries and operational expenses for the Public Defender, Conflict Defender and Assigned Counsel Program

WHEREAS, the Saratoga County Public Defender proposes to initially use a portion of said grant funds in 2019 to hire additional staff to include two (2) full time Assistant Public Defenders, a Legal Assistant, and an Assigned Counsel Administrator/Data Officer, and to retain the services of additional Article 18-B attorneys to represent indigent clients at first arraignment; and

Conflict Defender and assigned Counsel Program

Public Defender, Conflict Defender and the assigned Counsel Program

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

per the County Administrator, Steve Bulger

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 ~~\$7,110,185.25~~ grant pursuant to the Statewide Expansion of the Hurrell-Harring Settlement for improving the quality of indigent legal services in Saratoga County for the grant period April 1, 2018 through March 31, 2023, with the form and content of such documents to be subject to the approval of the County Attorney.

8,011,697.25

BUDGET IMPACT STATEMENT: None. 100% State Aid.

Contract for ILS Second Statewide Expansion of Hurrell-Harring/contract CSTWIDE239-Saratoga

Colvin, Jennifer (ILS) <Jennifer.Colvin@ils.ny.gov>

Wed 8/21/2024 3:09 PM

To: Steve Bulger <SBulger@saratogacountyny.gov>

Cc: Warth, Patricia (ILS) <Patricia.Warth@ils.ny.gov>; Phillips, Burton (ILS) <burton.phillips@ils.ny.gov>; Christenson, Nora (ILS) <Nora.Christenson@ils.ny.gov>; Dawn Phillips <DPPhillips@saratogacountyny.gov>; Blumenberg, Andrew <ABlumenberg@saratogacountyny.gov>; Matthew A. Maiello <MAMaiello@saratogacountyny.gov>; Damiano, Dina <DDamiano@saratogacountyny.gov>; Haile M. Che <hche@saratogacountyny.gov>; Tuesday R. Lohmeyer <TLohmeyer@saratogacountyny.gov>; Papanicolaou, Petros (ILS) <Petros.Papanicolaou@ils.ny.gov>; Blair, Jami (ILS) <Jami.Blair@ils.ny.gov>; Attahi, Wahidullah (ILS) <Wahidullah.Attahi@ils.ny.gov>; Baum, Nathan (ILS) <Nathan.Baum@ils.ny.gov>

📎 1 attachments (20 MB)

0-Contract-Saratoga-2nd Statewide-CSTWIDE239.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,

I am very pleased to send you the attached contract in the amount of \$8,011,697.25 for your review and approval. It reflects the funds awarded to Saratoga County by virtue of the distribution authorized by the Indigent Legal Services Board in June, 2023 ("**Second Statewide Expansion of Hurrell-Harring**"). It also includes a Budget and Work Plan designed to implement the plan submitted by the County to use these funds to improve the quality of services provided pursuant to article 18-B of the County Law.

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.

Please sign the contract and return it electronically to Proposals@ils.ny.gov.

When the signed contracts are received, they will be reviewed and then signed by 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 funds distribution process. Should you have any questions, please do not hesitate to contact me.

Jennifer Colvin



Jennifer Colvin

Manager of Grants Solicitation and Distribution
NYS Office of Indigent Legal Services (www.ils.ny.gov)

A.E. Smith Office Bldg., 11th Floor

80 South Swan Street

Albany, NY 12210

Phone: (518) 486-9713

Email: Jennifer.Colvin@ils.ny.gov

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>STATE AGENCY (Name & Address): 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: CSTWIDE239</p> <p>CONTRACT TYPE (select one): <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p> |
| <p>CONTRACTOR NAME: Saratoga, County of</p> | <p>TRANSACTION TYPE: <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal (list periods): <input type="checkbox"/> Amendment (list periods):</p> |
| <p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002435 Federal Tax ID Number: 14-6002571</p> | <p>PROJECT NAME: Second Expansion of Hurrell-Harring</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):</p> |
| <p>CONTRACTOR PRIMARY MAILING ADDRESS: Saratoga County County Administrator's Office 40 McMaster Street Ballston Spa, NY 12020</p> <p>CONTRACTOR PAYMENT ADDRESS: <input type="checkbox"/> Check if same as primary mailing address</p> <p>Saratoga County Treasurer's Office 40 McMaster Street, Bldg. #1 Ballston Spa, NY 12020</p> <p>CONTRACT MAILING ADDRESS: <input checked="" type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS: SBulger@saratogacountyny.gov</p> | <p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <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: 410100000000</p> <p><input type="checkbox"/> Sectarian Entity</p> |

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

CONTRACTOR:

County of Saratoga

By:

[Signature]

Steven J. Bulger

Printed Name

Title:

County Administrator

Date:

8/23/2024

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

Saratoga

On the 23rd day of August, 2024 before me personally appeared Steven J Bulger, to me known, who being by me duly sworn, did depose and say that he/she resides at 12 Twinbrook Ct, Clifton Park, NY that he/she is the County Administrator of the County of Saratoga, 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)

[Signature]



ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title:

Title:

Date:

Date:

**STATE OF NEW YORK
CONTRACT FOR GRANTS**

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as “Contract” or “Agreement”), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work 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 and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2:Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page

¹ For modifications required by the Federal government see Section I(M).

6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the 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 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.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller’s Approval. A modification 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 proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the 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 Contract shall attempt in good faith to reform the 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.

F. Interpretation: The headings in the 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 gender neutral. The 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.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. 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.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, 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 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 Contract.

I. 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 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 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 the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the 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.

K. 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 and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal

requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) 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-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the 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 Contract.
2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the 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 Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event 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 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. Notification to the Contractor of the State's intent to not renew the 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 Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the 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 Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) **Mutual Consent:** The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the 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 Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the 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 or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the 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 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: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

Where the 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 Contract for the purposes set forth herein, the State

may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

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

4. 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 formal written notice outlining the specific details 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 Contract.

III. ADDITIONAL 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 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 Contract and/or any subcontract entered into under the 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 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 Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the 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 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 Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the 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, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds \$100,000, the subcontractor 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). 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 Contract for any activity other than those provided for under the 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 Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as 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. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

- 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. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
- b) 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.
- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the 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. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.
- d) 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 specified in the 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.
- e) 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 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 Contract:

- a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
- 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 Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained

by the Contractor under this Agreement.

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 Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the 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 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.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.
5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.
6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement

may not be released without prior written approval from the State. For the purposes of this Agreement, "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.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written 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 State and 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 Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; 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 Contract (but are not deliverable under the 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 III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. 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.

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

J. 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 Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

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 Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. 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.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will 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 this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the 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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this 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 are 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 contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller'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 any 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 this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds

\$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 this contract shall be performed within the State of New York, 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 this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, 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 this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. 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

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. 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 this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this 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 the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours 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. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") 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 the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, 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 payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) 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 principal 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. (2) The personal information is

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requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The 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.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting 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 agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting 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 following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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 will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal

employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will 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.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment 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.

16. NO ARBITRATION. Disputes involving this 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.

17. 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. Contractor will have thirty (30)

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calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. 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.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York 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 this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their 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 they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security

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Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. 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.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State

Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

I. Notices

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

Notification to the Office of Indigent Legal Services (ILS):

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 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 funds, such funds actually provided by ILS shall be returned to ILS by County.

**ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS**

Please Refer to Attachment C "Work plan."

**ATTACHMENT A-3
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS**

Not Applicable.

ATTACHMENT B-1

BUDGET

Office of Indigent Legal Services

SECOND STATEWIDE EXPANSION OF HURRELL-HARRING

April 1, 2024 - March 31, 2027

COUNTY OF SARATOGA

Total Contract Amount: \$8,011,697.25

| Budget Expenditure Item | Year 1 4/1/2024 - 3/31/2025 | Year 2 4/1/2025 - 3/31/2026 | Year 3 4/1/2026 - 3/31/2027 |
|-------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
|-------------------------|-----------------------------------|-----------------------------------|-----------------------------------|

PUBLIC DEFENDER'S OFFICE

| | | | |
|----------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|
| Personnel: | | | |
| (6-8) Assistant Public Defenders - Salary | \$623,934.07 | \$735,758.58 | \$874,171.58 |
| Social Worker - Partial Salary | \$48,844.23 | \$51,054.23 | \$53,398.23 |
| Office/Grants Manager - Partial Salary | \$9,043.03 | \$36,172.10 | \$37,257.26 |
| Fringe for the above positions | \$421,666.98 | \$590,951.90 | \$607,690.46 |
| Subtotal Personnel | \$1,103,488.31 | \$1,413,936.81 | \$1,572,517.53 |
| Contracted/Consultant: | | | |
| Specialized Services | \$58,699.12 | \$58,699.12 | \$58,699.11 |
| Appellate Consultation Services | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Subtotal Contracted/Consultant | \$68,699.12 | \$68,699.12 | \$68,699.11 |
| OTPS: | | | |
| Office Supplies/Equipment/Office Furniture | \$7,457.00 | \$31,530.00 | \$9,000.00 |
| CMS/Software/Data Storage | \$8,000.00 | \$8,959.00 | \$8,500.00 |
| Legal Reference Materials/Periodicals/Online Legal Research Services | \$8,888.00 | \$9,029.00 | \$9,305.00 |
| CLEs/Trainings/Convenings | \$17,000.00 | \$17,000.00 | \$17,000.00 |
| Travel/Mileage | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Subtotal OTPS | \$56,345.00 | \$81,518.00 | \$58,805.00 |
| PUBLIC DEFENDER'S OFFICE - TOTAL | \$1,228,532.43 | \$1,564,153.93 | \$1,700,021.64 |

CONFLICT DEFENDER'S OFFICE

| | | | |
|-------------------------------------------|---------------------|---------------------|---------------------|
| Personnel: | | | |
| Conflict Defender - Salary | \$118,825.47 | \$122,390.23 | \$128,796.94 |
| (2) Assistant Conflict Defenders - Salary | \$210,528.79 | \$216,844.66 | \$228,184.99 |
| Confidential Secretary - Salary | \$56,717.29 | \$59,356.81 | \$61,137.51 |
| Paralegal - Salary | \$59,614.53 | \$62,395.96 | \$64,267.84 |
| Fringe for the Above Positions | \$267,411.65 | \$276,592.60 | \$289,432.37 |
| Subtotal Personnel | \$713,097.73 | \$737,580.26 | \$771,819.65 |
| Contracted/Consultant: | | | |
| Specialized Services | \$24,000.00 | \$24,000.00 | \$24,000.00 |
| Subtotal Contracted/Consultant | \$24,000.00 | \$24,000.00 | \$24,000.00 |

| Budget Expenditure Item | Year 1 4/1/2024 - 3/31/2025 | Year 2 4/1/2025 - 3/31/2026 | Year 3 4/1/2026 - 3/31/2027 |
|----------------------------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| OTPS: | | | |
| Renovation & Construction | \$50,000.00 | \$0.00 | \$0.00 |
| Office Supplies/Equipment/Office Furniture | \$18,700.00 | \$15,000.00 | \$17,500.00 |
| CMS/Software/Data Storage | \$5,400.00 | \$5,000.00 | \$6,200.00 |
| Legal Reference Materials/Periodicals/Online Legal Research Services | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| CLEs/Trainings/Convenings | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Travel/Mileage | \$8,000.00 | \$8,000.00 | \$8,000.00 |
| Subtotal OTPS | \$107,100.00 | \$53,000.00 | \$56,700.00 |
| CONFLICT DEFENDER'S OFFICE - TOTAL | \$844,197.73 | \$814,580.26 | \$852,519.65 |
| ASSIGNED COUNSEL PROGRAM | | | |
| Personnel: | | | |
| ACP Administrator/Data Officer - Salary | \$103,756.70 | \$105,526.56 | \$109,336.50 |
| Administrative Assistant | \$0.00 | \$40,000.00 | \$42,000.00 |
| Fringe for Above Positions | \$62,254.02 | \$87,315.93 | \$90,801.90 |
| Subtotal Personnel | \$166,010.72 | \$232,842.49 | \$242,138.40 |
| Contracted/Consultant: | | | |
| Mentoring/Resource Attorney Program | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Second Chair Program | \$12,000.00 | \$12,000.00 | \$12,000.00 |
| Specialized Services | \$20,000.00 | \$20,000.00 | \$20,000.00 |
| 18-B Attorney Stipends for "On-Call" Arraignment Representation | \$53,850.00 | \$53,850.00 | \$53,850.00 |
| Subtotal Contracted/Consultant | \$100,850.00 | \$100,850.00 | \$100,850.00 |
| OTPS: | | | |
| Office Supplies/Equipment/Office Furniture | \$0.00 | \$7,150.00 | \$0.00 |
| CMS/Software/Data Storage | \$500.00 | \$500.00 | \$500.00 |
| CLEs/Trainings/Convenings | \$15,000.00 | \$15,000.00 | \$15,000.00 |
| Travel/Mileage for CAFA Attorneys | \$3,500.00 | \$3,500.00 | \$3,500.00 |
| Subtotal OTPS | \$19,000.00 | \$26,150.00 | \$19,000.00 |
| ASSIGNED COUNSEL PROGRAM - TOTAL | \$285,860.72 | \$359,842.49 | \$361,988.40 |
| Total | \$2,358,590.88 | \$2,738,576.68 | \$2,914,529.69 |
| THREE-YEAR TOTAL | \$8,011,697.25 | | |

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

SECOND STATEWIDE EXPANSION OF HURRELL-HARRING

APRIL 1, 2024 – MARCH 31, 2027

COUNTY OF SARATOGA

Goals, Objectives, and Performance Measures

On a semi-annual basis, each grantee/contractor shall provide the Office of Indigent Legal Services with a written progress report summarizing the work performed during each such semi-annual period. The reports shall detail the grantee/contractor's progress toward attaining the specific goals, objectives and key performance measures as outlined below along with any additional information that may be required by the Office. These program progress reports must be submitted October 31st for the period starting April 1st and ending September 30th and April 30th for the period starting October 1st and ending March 31st.

Program progress reports will continue until such time as the funds subject to this contract are no longer available, have been accounted for, and/or throughout the contract period. The first progress report may be waived if the final approval of the grantee/contractor's contract by the Office of the State Comptroller is within two months of the date such progress report would be due. **(See Attachment D ["Payment and Reporting Schedule"] for written progress report reporting requirements in their entirety.)**

Goal

Implement the provisions of Chapter 59 of the Laws of 2017, Part VVV, sections 11-13, providing that the Office of Indigent Legal Services shall implement a plan to extend statewide the benefits of the Hurrell-Harring settlement reforms.

First Objective

Ensure all eligible criminal defendants are represented by counsel at arraignment, provided that timely arraignment with counsel is not delayed pending a determination of a defendant's eligibility.

Key Performance Measures

1. The number of attorneys hired with this funding who provide representation at arraignment;
2. The number of arraignments handled by each attorney compensated with this funding; and
3. A brief description of all activities funded by this grant under this objective and how those activities have improved the provision of counsel at first appearance.

Second Objective

Full compliance with the caseload standards issued by the Office of Indigent Legal Services.

Key Performance Measures

1. The number of attorneys hired with this funding and the dates of such hires;
2. The number of new cases opened by attorneys compensated with this funding;
3. The number of non-attorneys hired with this funding and the dates of such hires;
4. The name, and date of appointment, of the Data Officer or a description of progress toward appointment of a Data Officer; and
5. A brief description of all activities funded by this grant under this objective and how those activities have reduced caseloads.

Third Objective

Implement initiatives to improve the quality of indigent defense such that attorneys receive effective supervision and training, have access to and appropriately utilize investigators, interpreters and expert witnesses on behalf of clients, communicate effectively with their clients, have the necessary qualifications and experience, and, in the case of assigned counsel attorneys, are assigned to cases in accordance with article 18-b of the county law and in a manner that accounts for the attorney's level of experience and caseload/workload.

Key Performance Measures

1. The number of training events supported by this funding;
2. The number of attorneys whose attendance at training events was supported by this funding;
3. The number of cases in which expert services supported by this funding was used, and the dollar amount, both total and hourly rate, spent on such services;
4. The number of cases where investigative services supported by this funding was used, and the dollar amount, both total and hourly rate, spent on such services; and
5. A brief description of all activities funded by this grant under this objective and how those activities have improved the quality of representation provided to clients.

Public Defender's Office

Personnel:

- **Provide funding for eight (8) full-time Assistant Public Defenders.** These positions represent clients in criminal cases in Town, Village, and County Courts, as well as represent clients at arraignments during weekdays. The funding on this line supports six (6) full-time Assistant Public Defenders in Year 1 of the contract, seven (7) in Year 2, and eight (8) in Year 3.
- **Provide partial funding for a full-time Social Worker.** This position provides forensic social work services including mitigation and conducts psychosocial assessments of clients. This position is funded by this contract and ILS distributions.
- **Provide partial funding for a full-time Office/Grants Manager.** This position consolidates and standardizes data collection and grants management within the office, as well as assists with administrative tasks as needed. This position is funded by the county and this contract.

Contracted/Consultant:

- **Provide funding for Specialized Service Professionals.** Funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case. Expenses include associated travel and mileage; mileage will be reimbursed at the standard IRS mileage rates. Funds may also be used for transcription services of up to \$5.25 per page. The Public Defender's Office may approve a higher rate when necessary to ensure access to qualified services.
- **Provide funding for Appellate Consultation Services.** Funding to contract with various, individual appellate attorneys to research and assist with legal research and writing in trial-level criminal cases with complex legal issues. Services will be paid at the rate of up to \$200 per hour.

OTPS:

- **Provide funding for Office Supplies, Equipment, and Furniture.** Funding for expenses including office supplies; postage; computers; tablets; smartphones (cell phones) and any associated data plans; copiers, printers, and any associated service agreements; and office furniture.
- **Provide funding for Case Management System, Software, and Data Storage.** Funding for expenses including software licensing, updates, and upgrades; cloud storage;

data storage and maintenance; Case Management System training; and CMS user licenses.

- **Provide funding for Legal Reference Materials, Periodicals, and Online Legal Research Services.** Funding for expenses including legal reference materials; books; subscriptions; and online legal research services such as Westlaw or LexisNexis.
- **Provide funding for CLEs and other Trainings, Convenings, and Meetings.** Provide funding for registration and travel expenses associated with attending Continuing Legal Education (CLE) trainings, other professional trainings, work-related convenings, seminars, and meetings. Please note that out-of-state travel must be pre-approved by ILS. Mileage will be reimbursed at the standard IRS mileage rates. This funding may also be used for expenses related to the Public Defender's Office hosting CLE trainings, other professional trainings, work-related convenings, seminars, and meetings.
- **Provide funding for Travel/Mileage.** Funding for mileage reimbursement for attorneys and staff to travel to and from the 26 courts in Saratoga County as well as client visits. Mileage will be reimbursed at the standard IRS mileage rates.

Conflict Defender's Office

Personnel:

- **Provide funding for a full-time Conflict Defender.** This position oversees the Conflict Defender's Office, supervises staff, and represents clients in criminal cases.
- **Provide funding for two (2) full-time Assistant Conflict Defenders.** These full-time positions represent clients in criminal cases.
- **Provide funding for a full-time Confidential Secretary.** This position provides administrative support to the Conflict Defender's Office.
- **Provide funding for a full-time Paralegal.** This position provides attorney support, assists with file completion, discovery download and research, legal research, case development, client communication, motion work, and hearing/trial preparation.

Contracted/Consultant:

- **Provide funding for Specialized Service Professionals.** Funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case. Expenses include associated travel and mileage; mileage will be reimbursed at the standard IRS mileage rates. Funds may also be used for transcription services of up to

\$5.25 per page. The Conflict Defender's Office may approve a higher rate when necessary to ensure access to qualified services.

OTPS:

- **Provide funding for Renovations and Construction.** Funding for necessary office upgrades for the additional staff under this contract, including but not limited to constructing walls, installing wiring and carpeting, and painting. Saratoga County will obtain ILS approval prior to finalizing a plan for space to be funded (partially or fully) by this contract.
- **Provide funding for Office Supplies, Equipment, and Furniture.** Funding for expenses including office supplies; postage; computers; tablets; smartphones (cell phones) and any associated data plans; copiers, printers, and any associated service agreements; and office furniture.
- **Provide funding for Case Management System, Software, and Data Storage.** Funding for expenses including software licensing, updates, and upgrades; cloud storage; data storage and maintenance; Case Management System training; and CMS user licenses.
- **Provide funding for Legal Reference Materials, Periodicals, and Online Legal Research Services.** Funding for expenses including legal reference materials; books; subscriptions; and online legal research services such as Westlaw or LexisNexis.
- **Provide funding for CLEs and other Trainings, Convenings, and Meetings.** Provide funding for registration and travel expenses associated with attending Continuing Legal Education (CLE) trainings, other professional trainings, work-related convenings, seminars, and meetings. Please note that out-of-state travel must be pre-approved by ILS. Mileage will be reimbursed at the standard IRS mileage rates. This funding may also be used for expenses related to the Conflict Defender's Office hosting CLE trainings, other professional trainings, work-related convenings, seminars, and meetings.
- **Provide funding for Travel/Mileage.** Funding for mileage reimbursement for attorneys and staff to travel to and from the 26 courts in Saratoga County as well as client visits. Mileage will be reimbursed at the standard IRS mileage rates.

Assigned Counsel Program

Personnel:

- **Provide funding for the full-time Assigned Counsel Program (ACP) Administrator/Data Officer.** This position reviews and approves vouchers; screens applications panel lawyers; monitors and reviews annual bar registration and fulfillment of CLE requirements; provides CLE and training opportunities and case resource support to panel lawyers; develops and implements Second Chair and Mentor programs; and

develops policies for using experts, investigators, and other specialized services. Additionally, this position serves as the County's Data Officer, ensuring accurate data reporting on behalf of the offices of the Public Defender, Assigned Counsel, and Conflict Defender.

- **Provide funding for a full-time Administrative Assistant.** This full-time position assists the Assigned Counsel Administrator in managing the program, including performing administrative duties, assisting in processing panel attorney vouchers, and grant management.

Contracted/Consultant:

- **Provide funding for the Mentoring/Resource Attorney Program.** Funding for various, individual experienced attorneys who will mentor less experienced attorneys and who will be available to consult with attorneys of all levels of experience on more complex case-related issues. Mentors will be paid a rate of up to \$200 per hour.
- **Provide funding for the Second Chair Program.** Funding for the assignment of various, individual panel attorneys to serve as second chairs in more complex cases and/or as a means of training for less experienced attorneys. Second chair attorneys will be paid the statutory rate.
- **Provide funding for Specialized Service Professionals.** Funding for specialized and evaluative services in criminal matters, such as investigators, interpreters, mitigation specialists, social workers, forensic experts, mental health experts, and other specialized service professionals. These services will be paid a rate of up to \$800 per hour, depending on the type of service and the experience and expertise of the specialized service professional. These services may also be paid on a flat fee basis of up to \$3,000 per case. Expenses include associated travel and mileage; mileage will be reimbursed at the standard IRS mileage rates. Funds may also be used for transcription services of up to \$5.25 per page. The Assigned Counsel Program may approve a higher rate when necessary to ensure access to qualified services.
- **Provide funding for On-Call Arraignment Representation.** Funding for the "On-Call" rotation of 18-B attorneys to represent clients at off-hour arraignments not currently covered by the Public Defender's Office. For weekday evenings (generally from 5:00pm in the evening to 9:00am the following morning), attorneys will be paid \$100 per day to be on-call. For weekend and holidays (generally from 9:00am one day to 9:00am the following day), attorneys will be paid \$250 per day to be on call. The funding will allow for at least three (3) attorneys to be on-call and supplements the funding available in the ILS Counsel at First Appearance grants.

OTPS:

- **Provide funding for Office Supplies, Equipment, and Furniture.** Funding for expenses including office supplies; postage; computers; smartphones (cell phones) and any associated data plans; and office furniture.
- **Provide funding for Case Management System, Software, and Data Storage.** Funding for expenses including software licensing, updates, and upgrades; cloud storage; data storage and maintenance; Case Management System training; and CMS user licenses for ACP staff.
- **Provide funding for CLEs and other Trainings, Convenings, and Meetings.** Provide funding for registration and travel expenses for ACP staff and panel attorneys associated with attending Continuing Legal Education (CLE) trainings, other professional trainings, work-related convenings, seminars, and meetings. Please note that out-of-state travel must be pre-approved by ILS. Mileage will be reimbursed at the standard IRS mileage rates. This funding may also be used for expenses related to the ACP hosting CLE trainings, other professional trainings, work-related convenings, seminars, and meetings.
- **Provide funding for Travel/Mileage.** Funding for attorneys providing arraignment representation (CAFA attorneys) to travel to and from the 26 courts in Saratoga County. Mileage will be reimbursed at the standard IRS mileage rates.

**ATTACHMENT D
PAYMENT AND REPORTING**

A. General Terms and Conditions:

1. In full consideration of contract performance, 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 and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. 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 Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the 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.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the 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.

9. All vouchers must be submitted by the Contractor 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.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this 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 and submit the claim to the State Agency.

11. The State shall not be liable for payments on the 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.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, 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. 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. Advance Payments and Claiming Requirements:

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 for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. 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.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims 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.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

| Period : Quarterly | | | |
|--------------------|---------------|--------------|----------|
| Claim Number | Claim Type | Claim Period | Due Date |
| Q1 | Reimbursement | | |
| Q2 | Reimbursement | | |
| Q3 | Reimbursement | | |
| Q4 | Reimbursement | | |
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5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be 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.

- For non-performance based contracts, the Contractor’s costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. 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.
- 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.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. 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 generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the 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 Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, 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 the 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.

2. *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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.).

3. *Final Report*: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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).



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Office of Emergency Management

DATE: 8/26/2024

COMMITTEE: Public Safety



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

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Proclamation/Honorary Resolution

2. Proposed Resolution Title:

Proclaiming October 6 - 12, 2024 as National Fire Prevention 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 Fire Prevention Week in Saratoga County, October 6 - 12, 2024.

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

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

7. Does this item require 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
Yes

8. Is a grant being accepted: YES or NO

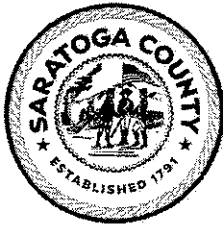
- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

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:

Since 1922, the National Fire Protection Association (NFPA) has sponsored Fire Prevention Week.



BOARD OF SUPERVISORS

9/19/2023

RESOLUTION ~~235 - 2023~~

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

6-12, 2024
PROCLAIMING OCTOBER ~~7-13, 2023~~ AS "NATIONAL FIRE PREVENTION WEEK" IN SARATOGA COUNTY

WHEREAS, Saratoga County is committed to ensuring the safety and security of all those living in and visiting our County; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

U.S. Fire Administration
WHEREAS, home fires caused ~~2,285~~ ^{2,160} civilian deaths in the United States in ~~2022~~ ²⁰²³, according to the National Fire Protection Association (NFPA); and fire departments in Saratoga County responded to ~~899~~ ^{1,050} residential fire alarms of which ~~372~~ ³²⁵ were reported structure fires; and ^{residential}

WHEREAS, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

WHEREAS, Saratoga County residents should be sure everyone in the home understands the sounds of the smoke alarms and knows how to respond; and

WHEREAS, Saratoga County residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, Saratoga County residents should make sure their smoke and carbon monoxide (CO) alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, Saratoga County first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, Saratoga County residents that are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

2024

"Smoke alarms! Make them work for you!"

WHEREAS, the ~~2023~~ Fire Prevention Week theme "~~Pay Attention to Fire Prevention~~" effectively serves to remind Saratoga County it is important to have a ~~home fire escape plan~~ now, therefore, be it

Smoke alarms in every bedroom, outside each separate sleeping area and on each level of the home

RESOLVED, that the Saratoga County Board of Supervisors, and ~~Theodore T. Kusnierz, Barrett~~ Chairman, hereby proclaim October ~~7-13, 2023~~ as Fire Prevention Week throughout this County and encourage all residents to ~~plan and practice a home fire escape~~ for Fire Prevention Week ~~2023~~ and to support the many public safety activities and efforts of Saratoga County's emergency services; and it is further

install, test and replace smoke alarms in their home

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.

September 19, 2023 Regular Meeting
Motion to Adopt: Supervisor Kinowski
Second: Supervisor Butler

AYES (203089): Joseph Grasso (4328), Philip C. Barrett (19014.5), Jonathon Schopf (19014.5), Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), Michael Smith (3525), Kevin Veitch (8004), Kevin Tollisen (25662), Mark Hammond (17130), Scott Ostrander (18800), Theodore Kusnierz (16202), Sandra Winney (2075), Ian Murray (5808), Tara N. Gaston (14245.5), Matthew E. Veitch (14245.5), Edward D. Kinowski (9022), John Lant (17361)
NOES (0):
ABSENT (32420): Eric Connolly (11831), Arthur M. Wright (1976), Thomas Richardson (5163), Willard H. Peck (5242), John Lawler (8208)



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: Office of Emergency Management



DATE: 8.14.2024

COMMITTEE: Public Safety



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

County Attorney's Office
Consulted Yes

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize the Chairman to execute a land lease agreement with Cellco Partnership d/b/a Verizon Wireless, for the construction of a communications tower upon which lessee may install, maintain, replace, add and operate communications equipments upon a portion of that real property owned by the County of Saratoga in the Town of Milton

3. Specific Details on what the resolution will authorize:

This land lease agreement with Verizon Wireless is for the purpose of providing 10,000 square feet of real property and a 30' wide right-of-way easement for the construction, installation, operation and maintenance of a tower and communications equipment at 6010 County Farm Road, in the Town of Milton commencing the first day of the month following the date that Verizon Wireless commences construction, with an initial term of two (2) years and will automatically renew for nine (9) additional terms of two (2) years each. Initial yearly rent cost to Verizon Wireless will be \$18,000.00 to be paid in equal monthly installments and will be subject to a two percent (2%) yearly increase beginning on the anniversary of the initial term.

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 2024-2044
- 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

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

N/A

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:



BOARD OF SUPERVISORS

09/17/2024

RESOLUTION Draft #1 - 2024

Introduced by Public Safety: Supervisors Lant, Butler, Fish, Murray, Ostrander, Wright and Young

AUTHORIZING A LAND LEASE AGREEMENT WITH CELLCO PARTNERSHIP DBA VERIZON WIRELESS FOR THE CONSTRUCTION OF A COMMUNICATIONS TOWER ON COUNTY LANDS IN THE TOWN OF MILTON

WHEREAS, Cellco Partnership d/b/a Verizon Wireless (hereinafter “Verizon”) wishes to lease a parcel of land, located at 6010 County Farm Road in the Town of Milton, from Saratoga County (hereinafter “County”), which lands are identified on the Saratoga County Tax Maps as Tax Parcel #202.-2-5 (hereinafter the “Property”); and

WHEREAS, Verizon wishes to lease said Property for the construction of a communications tower and for the placement, operation, and maintenance of communications equipment in support of the operation of Verizon’s communications network; and

WHEREAS, our Public Safety Committee and the Director of Emergency Management have recommended that the County enter into a Land Lease Agreement with Verizon for the lease of the Property to Verizon and the construction of a communications tower and for the placement, operation, and maintenance of communications equipment in support of the operation of Verizon’s communications network for an initial term of two (2) years beginning on the first day of the month following the date that Verizon commences construction, and an automatic renew for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon of eighteen thousand dollars (\$18,000) per year, to be paid in equal monthly installments on the first day of the month, and subject to a two percent (2%) increase over the immediate preceding year on the anniversary of the Initial Term; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors is hereby authorized to execute a Land Lease Agreement with Verizon for the lease of the Property to Verizon and the construction of a communications tower and for the placement, operation, and maintenance of communications equipment in support of the operation of Verizon’s communications network for an initial term of two (2) years beginning on the first day of the month following the date that Verizon commences construction, and an automatic renewal for nine (9) additional terms of two (2) years each, at an initial rental cost to Verizon of eighteen thousand dollars (\$18,000) per year, to be paid in equal monthly installments on the first day of the month, and subject to a two percent (2%) increase over the immediately preceding year on the anniversary of the Initial Term; and be it further

RESOLVED, that the 2024 County Budget beis amended as follows:

Commented [E51]: Another title suggestion:

AUTHORIZING AN AGREEMENT WITH CELLCO PARTNERSHIP DBA VERIZON WIRELESS FOR THE CONSTRUCTION OF A COMMUNICATIONS TOWER IN THE TOWN OF MILTON

EMERGENCY MANAGEMENT:

Increase Revenues:
A.XXXX Base Station Lease \$ 18,000

Increase Fund Balance:
A.XXXX Appropriated Fund Balance Budgetary \$ 18,000

Increase Revenue
A.XXXXX Base Station Lease \$ 18,000

Increase Fund Balance:
A.XXXX Appropriated Fund Balance Budgetary \$ 18,000

; and it is be it further

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

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the Department Budget. The Bbudget will be amended to increase revenue and increase fund balance by eighteen thousand dollars (\$18,000).



SARATOGA COUNTY AGENDA ITEM REQUEST

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
George Conway, 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
Audra Hedden, County Administrator's Office
Samantha Kupferman, County Attorney's Office

DEPARTMENT: District Attorney

DATE: 08/28/2024

COMMITTEE: Public Safety

1. Is a Resolution Required:

Yes, Proclamation/Honorary Resolution

2. Proposed Resolution Title:

Proclaiming October 2024 as "Domestic Violence Awareness Month" in Saratoga County

3. Specific Details on what the resolution will authorize:

A Board resolution proclaiming October as "Domestic Violence Awareness Month".

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

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

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

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

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

Purchasing Office Consulted

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

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 - 2024

**Introduced by Public Safety Committee: Supervisors Lant, Butler, Fish, Murray,
Ostrander, Wright and Young**

**PROCLAIMING OCTOBER 2024 AS "DOMESTIC VIOLENCE
AWARENESS MONTH" IN SARATOGA COUNTY**

WHEREAS, each year October is recognized nationally as “Domestic Violence Awareness Month”; and

WHEREAS, each year more than 10 million adults nationwide experience domestic violence; and

WHEREAS, on a typical day, domestic violence hotlines nationwide receive over 20,000 calls; and

WHEREAS, approximately 26% of children under the age of 18 are exposed to domestic violence in their lifetime and 1 in 15 children are exposed to intimate partner violence each year; and

WHEREAS, over 1,000 families in Saratoga County are impacted by acts of domestic violence each year; and

WHEREAS, domestic violence occurs in every community and affects all people regardless of age, socioeconomic status, sexual orientation, gender, race, religion or nationality; and

WHEREAS, physical violence is often accompanied by emotionally abusive and controlling behavior, as part of a larger systematic pattern of control; and

WHEREAS, domestic violence can result in physical injury, psychological trauma and even death; and

WHEREAS, the devastating consequences of domestic violence can cross generations and last a lifetime; and

WHEREAS, the prevalence of domestic violence is such that everyone knows someone impacted by domestic violence; and

WHEREAS, domestic violence costs billions of dollars in our country annually in expenses for such things as lost work days, physical injuries and property damage; and

WHEREAS, research shows that by creating communities where people are connected, supportive, and care for one another can reduce incidents of domestic violence; and

WHEREAS, our District Attorney's Office, Sheriff's Office, and Department of Social Services, in conjunction with many other local agencies, work hard to prevent domestic violence and assist the victims; and

WHEREAS, heightened public awareness of issues surrounding domestic violence is an effective tool to combat this serious problem; now, therefore, be it

RESOLVED, that the Saratoga County Board of Supervisors, and Philip C. Barrett, Chairman, hereby proclaim the month of October, 2024 as "Domestic Violence Awareness Month" in Saratoga County and urge all of our citizens to support and participate in on-going programs designed for the reduction and elimination of domestic violence; and be it further

RESOLVED, that the Clerk to the Board of Supervisors forward a copy of this resolution to Wellspring, 2816 U.S. 9, Malta, NY 12020 and Mechanicville Domestic Violence Advocacy Program, 6 South Main Street, Mechanicville, New York 12118; and it is further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget impact.