AGENDA BACK-UP

ALBANY COUNTY LEGISLATURE

OCTOBER 15, 2019
August 27, 2019

Andrew Joyce, Chairman  
Albany County Legislature  
Harold L. Joyce Albany County Office Bldg.  
112 State Street, Room 710  
Albany, New York 12207

Dear Chairman Joyce:

Enclosed please find two Requests for Legislative Action in support of ongoing Airport operations.

One is a request to amend the current Five Year Capital Program through the end of 2019 and to adopt a new Five Year Capital Program for years 2020-2024.

The other request is to approve an easement for Niagara Mohawk Power Corporation to replace and upgrade electrical service to FAA owned runway approach lighting equipment.

Thank you in advance for your support. If you have any questions, do not hesitate to give me a call.

Very truly yours,

John A. O'Donnell  
Chief Executive Officer

JAO:jam  
Enclosures  

cc: Hon. Daniel P. McCoy, Albany County Executive  
Hon. Dennis A. Feeney, Albany County Majority Leader  
Hon. Frank A. Mauro, Albany County Minority Leader  
Philip F. Calderone, Esq., Deputy County Executive  
Kevin Cannizzaro, Esq., Majority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: August 27, 2019

DEPARTMENT: Albany County Airport Authority
Contact Person: John A. O’Donnell, CEO
Phone: 518-242-2222 Ext 1
Dept. Representative Attending Committee Meeting: John A. O’Donnell

PURPOSE OF REQUEST:
Adopting of Local Law
Amendment of prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (See Below)
Contract Authorization (See below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING: NOT APPLICABLE
Increase Account/Line No.
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING: NA
TYPE OF CONTRACT NOT APPLICABLE
Change Order/Contract Amendment
Purchase (Equipment/Supplies)
Lease (Equipment/Supplies)
Requirements
Professional Services
Education/Training
Grant
New
Renewal
Submission Deadline Date
Settlement of a Claim
Release of Liability
Other: (State briefly)
CONCERNING CONTRACT AUTHORIZATION (Cont’d)
STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address):

Amount/Raise Schedule/Fee: ____________________________

Term: ____________________________

Scope of Services:

Contract Funding:
Anticipated in Current Budget: Yes _____ No _____
Funding Source:
County Budget Accounts ____________________________
Revenue: ____________________________
Appropriation: ____________________________
Bond (Res.No. & Date of Adoption) ____________________________

CONCERNING ALL REQUESTS:
Mandated Program/Service: Yes _____ No _____
If Mandated Cite: Authority ____________________________________________
Anticipated in Current Adopted Budget: Yes _____ No _____
If yes indicate Revenue/Appropriation Account: ____________________________

Fiscal Impact - Funding: (dollars or Percentages)
Federal ____________________________
State ____________________________
County ____________________________
Term/Length of Funding ____________________________

Previous Requests for Identical or Similar Action:
Resolution /Law Number 411
Date of Adoption: 11/10/14

Justification: (State briefly why legislative action is requested)
The current Albany County Airport Authority’s (ACAA) Five-Year Capital Program for 2015-2019 was approved by the Albany County Legislature on November 10, 2014 and an amendment was approved by the Legislature on May 5, 2017. A second amendment to the 2015-2019 five-year capital plan decreased the plan by $5.66 million to $136,860,000 but provides for increased spending on projects that received more than previously anticipated levels of federal and state grant funding. The five-year capital plan presented for the years 2020 through 2024 provides for potential projects totaling $180,000,000. The projects included represent the Authority’s estimate of the numerous potential airport developments which could occur during the next five years. The proposed amendment and new plan contemplate increased expenditure for a parking garage, terminal improvements and loading bridges. Section 2784 of the New York State Public Authorities Law requires the five-year Capital Plan of the Authority be approved by the County Legislature.

Back-up Material Submitted: (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

1) Proposed Albany County Airport Authority Five Year Capital Program Years 2020-2024
2) Proposed amended Albany County Airport Authority’s Five Year Capital Program Years 2015-2019

Submitted By: John A. O’Donnell
Title: Chief Executive Officer
AMENDMENT TO THE 2015-2019 FIVE-YEAR CAPITAL PLAN

The enabling legislation creating the Authority (Chapter 686 of the Laws of 1993) sets forth in section 2784.3(a) the following:

“3. (a) On or before September first, nineteen hundred ninety-five, and on or before September first of every fifth year thereafter, the authority shall submit to the county legislature a capital projects plan for the five-year period commencing January first of the following year. The plan shall set goals and objectives for capital spending and describe each capital project proposed to be initiated in each of the years covered by the plan. Each plan shall also set forth an estimate of the amount of capital funding required each year and the expected sources of such funding. Each plan subsequent to the first such plan and each proposed amendment or modification thereof shall also describe the current status of capital projects included in previously approved plans.”

The enabling legislation further provides at section 2784.3(c):

“3. (c) The authority may from time to time submit to the county amendments or modifications to the plan. If the amendments or modifications are not voted on within forty-five days of its submission to the legislature, it shall be deemed approved; provided, however, that the legislature may agree to extend the time period in which it must vote on the amended or modified plan”.

The five-year capital plan for the years 2015 through 2019 (the Capital Plan) totaling $120,520,000 was approved by the Albany County Legislature Resolution No. 411, adopted November 10, 2014.

Subsequent to the adoption of the Capital Plan, the Airport experienced a 14.4% growth in enplanements (2014-2016) resulting in identification of additional capital projects and the first amendment the plan was adopted in 2017. Subsequent to the 2017 Amendment, the Airport received $22.1 million of a discretionary State-funded grant for a program of projects to be completed in early 2020 which, along with changes in other capital funding sources and priorities, warrants a second amendment to the 2015 through 2019 Five-Year Capital Plan. The second amendment reduces the overall plan by $5.66 million but increases funding for projects in certain categories. The most significant changes are for a New garage and Terminal Improvements resulting from the Upstate Airport Modernization Grant. The table on the following pages present the revised 2015 through 2019 Five-Year Capital Plan and it should be read in conjunction with the original 2015 through 2019 Five-Year Capital Plan for a description of projects.
<table>
<thead>
<tr>
<th>Category</th>
<th>Estimated Dollars</th>
<th>Plan Expenditures by Year</th>
<th>Funding Sources</th>
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<td>5. VEHICLE EQUIPMENT</td>
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<td>&amp; Vehicles (&lt;$50K)</td>
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<td>Parking, Terminal, Landside, FBO</td>
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<td></td>
<td>$136.86</td>
<td>$19.65</td>
<td>$4.24</td>
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</table>

**Notes:**
- A. Projects were partially funded with $8 million in Series 2018B Bond Proceeds, $6 million in Passenger Facility Charge Funds.
- B. Project funded by $15.3 million in state grants, $0.87 million in federal funds and the remainder with Authority Debt.
- C. Equipment is funded with approximately $2.5 million in Federal grant funds, $2.5 million in State grant funds and $1 million in Authority Debt.
ALBANY COUNTY AIRPORT AUTHORITY

FIVE-YEAR CAPITAL PROGRAM

Amendment
YEARS 2015 TO 2019

Approved __5/1/17____

COUNTY OF ALBANY LEGISLATURE

Approved __5/8/17____
Resolution # __167____
ALBANY COUNTY AIRPORT AUTHORITY
FIVE-YEAR CAPITAL PLAN
YEARS 2015-2019
Amendment

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ALBANY COUNTY AIRPORT AUTHORITY
FIVE-YEAR CAPITAL PLAN AMENDMENT
YEARS 2015-2019

INTRODUCTION

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The five-year capital plan for the years 2015 through 2019 (the Capital Plan) totaling $120,520,000 was approved by the Albany County Legislature Resolution No. 411, adopted November 10, 2014. The approved plan is attached herewith.

Since the adoption of the Capital Plan the Airport has experienced a 14.4% growth in enplanements (2014-2016) resulting in identification of additional capital projects. The Airport has also secured additional capital funding from the Airlines in the 2016-2020 agreement and from additional Passenger Facility Charge Fund collection. The Airport has also become eligible for potential state grants not contemplated in 2014 when the Capital Plan was approved.
PROPOSED AMENDMENTS

The Albany County Airport Authority $120.52 Capital Plan is increased by $22 million to a new potential total of $142.52 million. Three specific projects are being expanded.

- The project cost for Terminal and Administrative Building improvements authorized in the amount of $8 million is increased by $5 million to provide for additional Terminal improvements resulting in total Terminal and Administrative Building improvements of $13 million during the plan.
- The project cost for Passenger Loading Bridges – New and Retrofit in the amount of $4 million is increased by $2 million to provide for new or improved Passenger Loading Bridge improvements totaling $6 million during the plan.
- The project cost for Garage Expansion in the amount of $15 million is increased by $15 million to $30 million in total spending during the plan. The amended Capital Plan includes construction of a new separate garage and providing new Revenue Control and Parking Access Equipment.

The following pages provide the approved Capital Plan, the Amended Capital Plan, and Capital Plan spending for the two years ended December 31, 2016. During the two years ended December 31, 2016, actual Capital Plan spending was $23.8 million of which $11.7 million was funded by Federal Grants, $4.8 million was funded by State Grants, and $7.3 million was funded by Authority capital project funds on hand.
## CURRENTLY APPROVED PLAN

### ALBANY INTERNATIONAL AIRPORT
FIVE YEAR CAPITAL PLAN 2015-2019
($ in Millions)

<table>
<thead>
<tr>
<th>POTENTIAL PROJECTS</th>
<th>TOTAL ESTIMATED DOLLARS</th>
<th>ESTIMATED EXPENDITURES &amp; DATES</th>
<th>POTENTIAL FUNDING SOURCES</th>
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<tr>
<td></td>
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<td>2015</td>
<td>2016</td>
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<tr>
<td>AIRFIELD</td>
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<tr>
<td>Noise Mitigation:</td>
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<td>Runway Improvements:</td>
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<td>#10/26 Pmrnt &amp; Lghtr Rmsns</td>
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<tr>
<td>#11/19 Pmrnt &amp; Lghtr Rmsns</td>
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<td>Taxiway Rmvrtns</td>
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<td>$0.50</td>
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<td>Ramp Rehab</td>
<td>$4.00</td>
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<td>Navigation Aids</td>
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<td>Glycol Storage &amp; Processing Impvts</td>
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<tr>
<td>Master Plan Update/Envirn Rev</td>
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### MAJOR EQUIPMENT & VEHICLES ($>$50K)

|                      | $12.00                  | $2.40| $2.40| $2.40| $2.40| $2.40| $7.20| $0.40| $4.40 |
|                      | Airfield, Snow Removal, ARFF |      |      |      |      |      |      |      |      |
|                      | Parking, Terminal, Landside, FBO |      |      |      |      |      |      |      |      |
|                      | **$120.52**             | **$17.47**| **$20.30**| **$19.65**| **$24.95**| **$38.15**| **$61.02**| **$6.25**| **$18.75**| **$34.50** |

### NOTES:

A. Any funding requirements to be supported by increased passenger and tenant activity
B. Project potentially eligible for specific State Funding in lieu of ACAA issued Debt or ACAA Cash
# Proposed Amended Plan

## Albany International Airport
### Amended Five Year Capital Plan 2015-2019

($ in Millions)

<table>
<thead>
<tr>
<th>Potential Projects</th>
<th>Total Estimated Dollars</th>
<th>Estimated Expenditures &amp; Dates</th>
<th>Potential Funding Sources</th>
<th>Notes</th>
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| **Terminal** |                         |       |       |       |       |       |     |     |                   |           |        |
| Terminal & Administration Retrofit | $13.00 | $4.12 | $0.35 | $0.50 | $0.40 | $0.00 |     |     | $11.70            | $0.65     | $0.65  |
| Loading Bridges - New & Retrofit | $8.00 | $0.11 | $4.11 | $1.00 | $1.00 |       |     |     | $5.40             | $0.20     | $0.20  |
| Green Initiatives | $2.00        |       | $1.00 |       |       |       |     |     | $1.80             | $0.10     | $0.10  |
| **Total** | $21.00 | $5.12 | $1.46 | $4.61 | $5.00 | $5.05 |     |     | $18.90            | $1.05     | $1.05  | $0.00 |

| **Landside** |                         |       |       |       |       |       |     |     |                   |           |        |
| Property Acquisitions | $5.00 | $2.00 | $1.00 | $1.00 |       | $1.00 |     |     | $4.50             | $0.25     | $0.25  | $0.00 |
| Parking Development: |                         |       |       |       |       |       |     |     |                   |           |        |
| Surface Lot & Roadway Improvements | $5.00 | $1.00 | $1.00 | $1.00 |       | $1.00 |     |     | $0.00             | $0.00     | $0.00  | $5.00 |
| Garage Improvements | $2.00 | $1.00 | $1.00 |       |       |       |     |     | $0.00             | $0.00     | $0.00  | $2.00 |
| Garage Expenditure/Expansion | $3.00 |       |       | $1.00 |       | $15.00 | $14.00 |     | $0.00             | $0.00     | $0.00  | $30.00 |
| T-Hangars Alterations | $1.00 |       | $0.50 |       |       |       |     |     | $0.00             | $0.00     | $0.00  | $1.00 |
| Hangar Road Access/Parking Road | $2.00 |       |       | $1.00 |       |       |     |     | $0.00             | $0.00     | $0.00  | $2.00 |
| Security and Life-Safety Alarm Improvements | $1.00 |       |       |       |       |       |     |     | $0.90             | $0.05     | $0.05  | $0.05 |
| Economic Development Opportunities | $2.00 |       |       |       |       |       |     |     | $0.00             | $0.00     | $0.00  | $2.00 |
| Hangar and Maintenance/Storage | $5.00 | $2.00 | $2.00 | $2.00 |       | $2.00 |     |     | $0.00             | $3.00     | $3.00  | $3.50 |
| Airport Industrial Park Improvements | $4.00 |       |       | $1.00 | $1.00 |       |     |     | $0.00             | $0.00     | $0.00  | $4.00 |
| Property Utility Improvements | $5.00 | $1.00 | $1.00 | $1.00 |       | $1.00 |     |     | $4.50             | $0.25     | $0.25  | $0.00 |
| Other Economic Opportunities | $10.00 |       |       | $2.00 |       | $4.00 |       |     | $10.00            | $0.00     | $0.00  | $0.00 |
| **Total** | $75.00 | $5.00 | $7.00 | $6.00 | $26.00 | $27.50 |     |     | $39.90 | $3.56 | $28.85 | $38.50 |

| **Major Equipment** & Vehicles (> $50K) | $12.00 | $2.40 | $2.40 | $2.40 | $2.40 | $2.40 |     |     | $7.20             | $0.40     | $4.40  |
| Airfield, Snow Removal, ARFF |       |       |       |       |       |       |     |     |                   |           |        |
| Parking, Terminal, Landside, FBO |       |       |       |       |       |       |     |     |                   |           |        |
| **Total** | $142.52 | $20.59 | $15.56 | $22.76 | $43.25 | $49.58 |     |     | $67.32 | $6.60 | $35.10 | $38.50 |

### Notes:
- Any funding requirements to be supported by increased passenger and tenant activity
- Project potentially eligible for specific State Funding in lieu of ACAA Issued Debt or ACAA Cash
### EXPENDED UNDER CURRENT PLAN

**ALBANY INTERNATIONAL AIRPORT**  
**FIVE YEAR CAPITAL PLAN 2016-2019**  
**ACTUAL EXPENDITURES**  
**($ in Millions)**  
As of December 31, 2016

#### POTENTIAL PROJECTS

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#### NOTES:

A. Any funding requirements to be supported by increased passenger and tenant activity  
B. Project potentially eligible for specific State Funding in lieu of ACAA Issued Debt or ACAA Cash
August 27, 2019

Andrew Joyce, Chairman
Albany County Legislature
Harold L. Joyce Albany County Office Bldg.
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed please find two Requests for Legislative Action in support of ongoing Airport operations.

One is a request to amend the current Five Year Capital Program through the end of 2019 and to adopt a new Five Year Capital Program for years 2020-2024.

The other request is to approve an easement for Niagara Mohawk Power Corporation to replace and upgrade electrical service to FAA owned runway approach lighting equipment.

Thank you in advance for your support. If you have any questions, do not hesitate to give me a call.

Very truly yours,

John A. O’Donnell
Chief Executive Officer

JAO:jam
Enclosures
cc: Hon. Daniel P. McCoy, Albany County Executive
Hon. Dennis A. Feeney, Albany County Majority Leader
Hon. Frank A. Mauriello, Albany County Minority Leader
Philip F. Calderone, Esq., Deputy County Executive
Kevin Cannizzaro, Esq., Majority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: August 27, 2019

DEPARTMENT: Albany County Airport Authority
Contact Person: John A. O'Donnell, CEO
Telephone: 518-242-2222 Ext 1
Dept. Representative Attending Committee Meeting: John A. O'Donnell

PURPOSE OF REQUEST:
Adopting of Local Law
Amendment of prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment (See Below)
Contract Authorization (See below)
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING: NOT APPLICABLE
Increase Account/Line No.
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING: NA

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New
Renewal Submission Deadline Date

Settlement of a Claim
Release of Liability
Other: (State briefly)
STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address):

Amount/Raise Schedule/Fee: ________________________________

Term: ________________________________
Scope of Services: ________________________________

Contract Funding:
Anticipated in Current Budget: Yes No
Funding Source: ________________________________
County Budget Accounts
Revenue: ________________________________
Appropriation: ________________________________
Bond (Res.No. & Date of Adoption) ________________________________

CONCERNING ALL REQUESTS:
Mandated Program/Service: Yes No
If Mandated Cite: Authority
Anticipated in Current Adopted Budget: Yes No
If yes indicate Revenue/Appropriation Account: ________________________________

Fiscal Impact - Funding: (dollars or Percentages)
Federal ________________________________
State ________________________________
County ________________________________
Term/Length of Funding ________________________________

Previous Requests for Identical or Similar Action:
Resolution /Law Number 411
Date of Adoption: 11/10/14

Justification: (State briefly why legislative action is requested)
The current Albany County Airport Authority’s (ACAA) Five-Year Capital Program for 2015-
2019 was approved by the Albany County Legislature on November 10, 2014 and an amendment
was approved by the Legislature on May 5, 2017. A second amendment to the 2015-2019 five-year
capital plan decreased the plan by $5.66 million to $136,860,000 but provides for increased
spending on projects that received more than previously anticipated levels of federal and state
grant funding. The five-year capital plan presented for the years 2020 through 2024 provides for
potential projects totaling $180,000,000. The projects included represent the Authority’s estimate
of the numerous potential airport developments which could occur during the next five years. The
proposed amendment and new plan contemplate increased expenditure for a parking garage,
terminal improvements and loading bridges. Section 2784 of the New York State Public
Authorities Law requires the five-year Capital Plan of the Authority be approved by the County
Legislature.

Back-up Material Submitted: (i.e., application/approval notices from funding source, bid tabulation sheet,
civil service approval notice, program announcement, contracts and/or any materials which explain or
support the request for legislative action.)

1) Proposed Albany County Airport Authority Five Year Capital Program Years 2020-2024
2) Proposed amended Albany County Airport Authority’s Five Year Capital Program Years 2015-2019

Submitted By: John A. O‘Donnell
Title: Chief Executive Officer
ALBANY COUNTY AIRPORT AUTHORITY

FIVE-YEAR CAPITAL PROGRAM

YEARS 2020 TO 2024
And Amendment to Plan for Years 2015 to 2019

Approved

COUNTY OF ALBANY LEGISLATURE

Approved

Resolution #
ALBANY COUNTY AIRPORT AUTHORITY
FIVE-YEAR CAPITAL PLAN
YEARS 2020-2024

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ALBANY COUNTY AIRPORT AUTHORITY

FIVE-YEAR CAPITAL PLAN
YEARS 2020-2024

INTRODUCTION

The enabling legislation creating the Authority (Chapter 686 of the Laws of 1993) sets forth in section 2784.3. (a) The following:

"On or before September first, nineteen hundred ninety-five, and on or before September first on every fifth year thereafter, the authority shall submit to the county legislature a capital projects plan for the five-year period commencing January first of the following year. The plan shall set goals and objectives for capital spending and describe each capital project proposed to be initiated in each of the years covered by the plan. Each plan shall also set forth an estimate of the amount of capital funding required each year and the expected sources of such funding required."

The first five-year capital program covering the years 1996 through 2000, totaling $49,571,843, was approved by the Albany County Legislature in Resolution 280 adopted on September 11, 1995. There was one amendment to the five-year capital plan for $6,605,319 approved in Resolution 251 adopted on July 13, 1998 which increased the total approved capital program to $56,177,162.

The five-year capital plan for years 2000 through 2004, totaling $232,400,000, was approved by the Authority on February 7, 2000 and by the Albany County Legislature in Resolution No. 39-00, adopted on February 14, 2000. There was one amendment to the five-year capital plan for $26,000,000, approved in Resolution No. 180, adopted on April 14, 2003, increasing the total amount to $258,400,000.

The five-year capital plan for the years 2005 through 2009, totaling $264,900,000, was approved by the Authority May 3, 2004 and by the Albany County Legislature Resolution No. 400, adopted August 9, 2004.
The five-year capital plan for the years 2010 through 2014, totaling $139,300,000, was approved by the Authority September 14, 2009 and by the Albany County Legislature Resolution No. 477, adopted December 7, 2009.

The five-year capital plan for years 2015 through 2019, totaling $120,520,000, was approved by the Authority on September 22, 2014 and by the Albany County Legislature in Resolution No. 411, adopted on November 10, 2014. An amendment to the five-year capital plan for $22,000,000, approved in Resolution No. 167, adopted on May 8, 2017, increased the total amount to $142,520,000. A second amendment to the 2015-2019 five-year capital plan is attached to this 2020 through 2024 five-year capital plan that decreases the plan by $5.66 million to $136,860,000 but provides for increased spending on projects that received more than previously anticipated levels of federal and state grant funding.

The five-year capital plan presented for the years 2020 through 2024 provides for potential projects totaling $180,000,000. The projects included represent the Authority’s estimate of the numerous potential airport developments which could occur during the next five years. The estimates are based upon the best case scenario for variable economic and aviation industry conditions during the five-year plan period. A description of each project is included herein. Some of these projects are contingent upon the future realization of currently potential increases in airport passenger traffic and/or airport tenant activities. Therefore, the actual initiation and projected timing for each project could be altered and the project may not actually be initiated during the five-year plan. Factors that could cause increases in activities at the Airport include introduction of one or more new commercial carriers, leasing property to new aeronautical tenants, and improvements in the regional and national economies.

Certain projects included in the 2015 through 2019 capital program are included in the 2020 through 2024 capital program and are either underway or are reoccurring type projects.

The potential funding sources represent the Authority’s current estimate of those projects which are eligible for federal funding and the related New York State share thereof and funding from State only grants. As of this date it is not known what total amount of Federal entitlement or discretionary funding will be made available to the Authority during this five-year period. The remaining projects, if they are initiated, will be funded by Authority resources, either from airport capital funds or from the issuance of Authority debt.

Many of the projects are dependent on future growth in passengers, cargo and general aviation usage of the Airport and the related support facilities and equipment needed to meet that growth. Also, many of these projects are dependent on their eligibility for available Federal and State funding, or on the ability of the Authority to issue debt. The actual timing for starting each project is dependent upon this growth and availability of funding.
The total effect any Capital Program will have on future operating budgets is evaluated at the time a specific project is initiated by the Authority unless a project is mandated for safety or health purposes. All other projects are undertaken based on a cost-benefit analysis.

ALBANY COUNTY AIRPORT AUTHORITY

FIVE-YEAR CAPITAL PLAN

YEARS 2020-2024

GOALS AND OBJECTIVES

The legislation creating the Authority set forth the following for its creation:

GOAL:

To provide adequate, safe, secure and efficient aviation and transportation facilities at a reasonable cost to the people.

OBJECTIVES:

To promote safe, secure, efficient and economic air transportation by preserving and enhancing airport capacity.

To acquire, construct, reconstruct, continue, develop, equip, expand, improve, maintain, finance and operate aviation and other related facilities and services.

To stimulate and promote economic development, trade and tourism.

To form an integral part of a safe and effective nationwide system of airports to meet the present and future needs of civil aeronautics and national defense and to assure inclusion of the Authority's facilities in state, national and international programs for air transportation and for airport or airway capital improvements.

To ensure that aviation facilities shall provide for the protection and enhancement of the natural resources and the quality of the environment of the State and the Capital District area.

ACTIVITIES:

All the projects included in the five-year capital plan for the years 2020 through 2024 are designed to meet the above objectives as set forth in the Airport's Master Plan and Airport's Safety Improvement Program. All projects have or will be subject to a Federal Environmental Assessment (EA) pursuant to the National Environmental Policy Act of 1969 (NEPA), as amended, and a New York State Environmental Impact
HISTORY OF AIRPORT DEVELOPMENT

Albany Airport, America's First Municipal Airport consisted of an airfield developed in 1909 along the Hudson River on what is now known as Westerlo Island, in the southeastern portion of the City of Albany. At one time, the airport was named Quenton Roosevelt Field in memory of President Theodore Roosevelt’s son, Quenton, who was killed while flying in France in World War One.

The airport played an integral role in the early history of American aviation when Glenn H. Curtiss flew from Albany to New York City on May 29, 1910. This achievement, which was the first sustained flight between two major American cities, opened the way to airmail and passenger flights, and thus the establishment of commercial aviation in this country. It is noteworthy that Charles Lindbergh landed his Spirit of St. Louis at Quenton Roosevelt Field on July 27, 1927 following his completion of the first nonstop solo flight from New York to Paris.

Shortly before Lindbergh's landing at Albany, plans were being considered to relocate the airfield to land owned by the Watervliet Shakers in what is now the Town of Colonie. Eventually, the Airport was moved to its current location and officially opened as Albany Municipal Airport on October 1, 1928, giving it the distinction of being America's first municipal airport.

Albany Municipal Airport was owned and operated by the City of Albany until 1960. At that time, the city determined that it could no longer afford to finance the airport, and ultimately sold the facility to Albany County for $4,437,000. The County embarked on the construction of a terminal building in 1959. The terminal opened in 1962 and was regarded as the beginning of a new era for the airport.

Construction of a second terminal building, offering the first enclosed jet ways at the Airport, was started in 1979 and completed in 1982, as was the last of several runway extensions which lengthened the original 3,000 foot and 4,000 foot runways to 6,000 and 7,200 feet, respectively. The airport then was able to routinely handle large aircraft including 727s, 737s, and DC-9s. Through the years many presidents, either as candidates or in office, have visited Albany Airport. These include Franklin D. Roosevelt, Richard Nixon, and John F. Kennedy. Presidents Bill Clinton and Barack Obama each visited Albany twice traveling on Air Force One, a 747 aircraft.

The progressive growth and development of Albany County Airport has also been evidenced by the number of airlines operating out of Albany. When the main terminal opened in the early 1960s, the airport was served by only four carriers. Over the next 35 years, passenger levels increased from 400,000 in 1964 to over 2.9 million in 2018. In 2018, Albany was served by seven commercial airlines, nineteen commuter carriers and two cargo carriers.
ALBANY COUNTY AIRPORT AUTHORITY CREATED

The Authority was created in 1993 pursuant to the Albany County Airport Authority Act, Title 8, as amended, of the State of New York Public Authorities Law (Act). The County of Albany (County) and the Authority entered into a permanent Airport Lease Agreement dated December 5, 1995, which became effective May 16, 1996 following approval by the Federal Aviation Administration (FAA) for the transfer of the sponsorship of the Airport from the County to the Authority. Under the lease agreement as amended, expiring December 31, 2049, the County leases to the Authority the Airport including all lands, buildings, structures, and easements, right of access, and all other privileges and appurtenances pertaining to the Airport.

On March 15, 1994, the County transferred net assets equal to $46,824,500 from the County to the Authority.

In March 1998 the airport was renamed the Albany International Airport in recognition of past and projected increased international activity at the airport.

Under amendments to the Agreement dated June 29, 2005 and November 2, 2018, the Authority leases four additional parcels totaling approximately 3.4 acres and 3.5 acres respectively which were developed for additional parking. The Authority paid the County $478,500 as consideration in 2005 and $420,000 as consideration in 2018.

CAPITAL DEVELOPMENTS BY THE AUTHORITY

On July 17, 1996, ground was broken for construction of a new air-cargo building in the northeast quadrant of the airport as the first step in consolidating the present and developing the future air-cargo capacity for the Airport. The $11 million cargo facility and related airfield and landside improvements were financed by Airport Revenue Bonds. This facility opened in October 1998 and is under a long-term lease agreement with Aviation Facilities Company, Inc. (AFCO).

On October 3, 1996, ground was broken for the Terminal Improvement Project (TIP). The TIP consisted of a new terminal and other facilities to replace the 1959 terminal and was designed to accommodate future demands for approximately 1.5 million annual enplanements. The TIP was substantially complete on October 1, 1998.

In February 1997, the Authority issued $96,305,000 of Airport Revenue Bonds to finance the TIP and certain capital improvement projects initiated by the County prior to the creation of the Authority.

In December 1997, the Dormitory Authority of the State of New York issued $41,395,000 of State Service Contract Revenue Bonds for the purposes of financing, construction, reconstruction, improvements, reconditioning and preservation of the Airport or aviation capital projects at the Airport. The Revenue Bonds were secured by a service contract under which the State of New York agreed to pay the annual principal and interest payments. The Revenue Bonds are not debt of the Airport Authority nor is the Airport Authority liable thereon.
Proceeds totaling $40 million were used by the Authority toward the cost of constructing the new terminal building, a connecting bridge and a parking garage at the Airport. The Authority allocated $20 million each towards the cost of the terminal and the garage.

The Authority maintains a Federal Inspection Station to process regularly scheduled international flights together with other general aviation and international cargo flights.

On June 7, 1998, airline operations began in the new terminal facility and demolition began on the 1959 structure.

In July 1998, the Authority, through the New York State Environmental Facilities Corporation (EFC) received $7.5 million Series A bonds to finance the total construction of a new glycol wastewater treatment system. In July 1999, the loan was replaced by $7,895,303 bonds issued by the EFC with interest on the first $3 million 100% subsidized and the remaining $4.5 million 50% subsidized by the New York State Water Pollution Control Revolving Fund.

On December 1, 1998, the Authority sold two Airport Revenue Bond issues totaling $30,695,000 to finance two capital projects:

1. The 1998 B (non-AMT) issue totaling $18,455,000 was sold to finance in part the construction of a new 1,600-space parking garage. The garage partially opened in December 1998 for use by short-term visitors to the Airport and the balance used for long-term parking was opened in February 1999.

2. The 1998 C (AMT) issue totaling $12,240,000 was sold to finance the construction of the new 50,500 square foot air cargo building which was opened during October 1998 for use by Airborne Express, Federal Express and United Parcel Service.

In March 1999, operations began in the newly constructed air traffic control tower located in the northeast quadrant of the airport. Demolition also began on the old control tower to provide additional apron area for use by the airlines.

In April 2000, construction was completed for the addition of approximately 16,000 square feet of terminal space including ticketing, baggage make up and hold rooms to accommodate the arrival of Southwest Airlines which began service May 7, 2000. This addition was principally financed through the receipt of a $6 million grant from the State of New York.

In May 2000, construction of an 874 space remote surface parking lot was completed at the southeast quadrant of airport property to accommodate the additional parking required by the increase in enplanements as a result of the addition of Southwest Airlines.

In July 2000, the Authority, through the EFC, entered into a 10-year $2,374,936 Series B loan agreement with the New York State Water Pollution Control Revolving Fund to finance the construction of a glycol filtration polishing facility. The interest thereon is fifty percent subsidized by the New York State Water Pollution Control Revolving Fund.

In November 2000, a parking garage expansion was opened to accommodate 307 parking spaces for the rental car operators and 400 additional spaces for public parking.

In December 2000, the Authority issued $14,500,000 of Airport Revenue Bonds to finance the construction that began in 2001 of a New York State Police Executive Hangar to consolidate the State’s current aircraft and maintenance support facilities which were located in two widely separated hangers on the airfield. The new facility completed in 2002 consists of approximately 84,630 square feet of hangar, maintenance support office space and includes all the necessary mechanical, electrical,
plumbing, fire, security and energy management systems; crane and hoist equipment and other support equipment for aircraft maintenance; and office furnishings. Landscaping, parking lot, and security fence to secure the leased area also were provided. The Authority and the Division of New York State Police entered into a thirty (30) year Land and Facility Lease Agreement effective April 1, 2000. These Airport revenue payments are sufficient to amortize the debt service payments for this Bond issue plus any other related costs incurred by the Authority.

In 2001, the Authority began construction of a new ARFF facility and general aviation T-Hangars. In 2001, the Authority also obtained final FAA and all other required approvals for the extension of Runway 10/28 from 6,000 to 7,200 feet. Construction began in 2002. This project also included extending taxiway “C” and related hold apron and service road improvements. The runway was completed and opened in August 2003.

In July 2001, the Authority acquired a 9½ acre Industrial Park with four warehouse type buildings totaling 27,500 square feet. In 2002, renovations were completed and the ground support facilities for American Airlines, US Airways plus Lansing Flight Support were relocated from the old belly-freight building. In addition, KME Fire Apparatus leased one building to which an addition was added to support their requirements.

In 2002, construction was completed on a 10-bay T-Hangar facility, a self-service fueling facility, and a neighboring tie-down area for use by the general aviation community. Construction began on a second T-Hangar building to provide 10 more T-Hangar units. This construction was completed in 2003. All units are leased.

An extension to the remote parking lot “E” began in 2002 which nearly doubled the capacity to 2,000 plus public parking spaces. As a result of several adjoining land acquisitions, expansion work continued in 2004.

During 2003, the Airport Authority received Federal support for the complete rehabilitation of the primary runway 1-19 including the complete replacement of centerline lighting. The work was completed in 2003. Also during 2003, the Airport Authority received all necessary approvals to begin extension of the primary runway from 7,200 to 8,500 feet. The work was completed in 2006.

During 2003, the Authority was granted $2.3 million of State funds through the support of State Senator Joseph Bruno to acquire and install two over-the-wing loading bridges for Southwest Airlines. Albany International Airport was the first airport in the United States to have two such bridges in operation.

In June 2003, the Authority sold $8,855,000 of Series 2003A Airport Revenue Bonds to pay the costs of various land, hangars, and equipment acquisitions, apron and runway expansions, taxiway, runway and hangar rehabilitations, certain terminal expansions and leasehold improvements.

In March 2004, the Authority, through the NYS EFC, issued $386,316 of Airport Revenue Bonds to finance the construction of sanitary sewer and water improvements in the Airport Industrial Park.

Other major projects completed in 2004 included finalizing renovations to the terminal to accommodate TSA security personnel and to provide space for their passenger screening and baggage inspection operations. Construction on the main runway extension from 7,200 to 8,500 feet started in 2004 and was completed in 2006 together with related navigation aids and taxiways. Remote parking was expanded by approximately 700 additional spaces to accommodate an ever-increasing demand for on-airport parking. Also a new US Postal facility was opened.

In 2005, the Authority acquired the on-airport assets of the former FBO ($3.0 million). With this acquisition the Authority assumed responsibility for managing and operating the FBO. The Authority
operates the FBO under the trade name "Million Air - ALB". The Authority also acquired an office building and two warehouses for future lease opportunities, and to provide 400 additional remote surface parking spaces ($2.4 million). In 2005, the Authority also completed a $2.8 million aircraft engine run-up attenuation facility to enhance the containment of noise from the Airport.

In June 2006, the Authority issued $14,230,000 of bonds to provide funds for various land, hangar, equipment acquisitions, hangar rehabilitations, certain terminal renovations, utility improvements, and parking expansions.

In December 2006, the Authority issued $6,330,000 of bonds to provide funds for construction of the 42,800 square foot Aviation Service and Maintenance Facility which was completed in late 2007.

In 2008 the Authority completed construction of two general aviation T-Hangars, installation of two additional escalators in the terminal and installation of new touch down lighting improvements that preserve and enhance aeronautical safety during nighttime, low-visibility, winter and other inclement weather conditions for all aircraft operations by allowing landing with half-mile rather than three-quarter mile visibility conditions.

During 2009 the Authority continued the Latham Water Towers Runway 10/28 obstruction relocation. The Authority also undertook a rehabilitation of an existing hangar, lighting energy upgrades in the parking garage and several smaller projects involving roof replacement, terminal improvements and improvements in landside buildings.

In 2010, major renovations of six terminal food and beverage concession areas that began in 2009 were completed at a cost of approximately $3.0 million which was fully funded by the concessionaire. Replacement of all parking garage lighting with more energy efficient lights at a cost of $156,000 was completed with the aid of a $54,300 grant. Additional projects included rehabilitation of the taxiways and ramps for $2,826,000; construction of a new entry and exit to the remote parking lot providing for added and interstate highway access at a cost of $363,300; expansion of glycol storage and replacement of the Type I glycol proportioning system at an estimated total design and construction cost of $339,000.

Projects completed in 2011 include a parking garage rehabilitation project at a cost of $896,000, a passenger jet bridge replacement project with a cost of $581,000, an automated entry and exit station in the economy parking lot at a cost of $336,274 the relocation and upgrade of the Authority operated retail store (DepARTures) in the Terminal at a cost of $281,000.

The completion of the Runway 28 obstruction removal, which involved relocation of a municipal water tank at a cost of $11,187,000 was completed in 2012. Other projects completed in 2012 included the Terminal Floor replacement with at a cost of $821,400 and a Semi-inline Baggage Screening Project with a cost of $1.1 million.

During 2013 projects completed included Glycol Storage & Processing Improvements to add a new 2.5 million gallon storage tank. During 2013 project to upgrade of the Electrical Vault at a cost of $1.3 million was advanced along with the rehabilitation of the Administration Building ($1.7 million).

In 2014 construction began on projects to add a new Runway Friction Material Building at a cost of $2.4 million, to upgrade an existing commercial Aircraft Maintenance, Repair and Overhaul Facility and to construct a new hangar at a cost of $4.2 million, and to rehabilitate Runway 1/19 at a cost of $4.72 million. These projects were completed by the close of 2015.

During the 2009-2014 Capital Plan the Authority also purchased approximately $5 million in major equipment including items such as two fire trucks, runway snow blowers, runway brooms, shuttle busses, street sweepers, and other heavy equipment.
During 2015, projects to provide a new terminal roof at a cost of $1.5 million, the Terminal Baggage Room Renovation at $1.5 and Glycol Storage and Processing improvements for $1.1 million were initiated and completed in 2016.

During 2016 a $3.4 million Passenger Loading Bridge replacement and renovation project and a $1.4 million Fiber Optic replacement project were initiated. Both projects were completed in 2017.

Also in 2017 a $4.4 million Runway 01/19 Edge Lighting System Replacement and a $4.2 million phase 2 Passenger Loading Bridge replacements and renovation were initiated.

During 2018 the Airport started a $1.9 million Escalator Replacement project in the Terminal and authorized another $1.0 million Passenger Loading Bridge replacement and numerous smaller projects under $1.0 million.

Most significantly in 2018, the Airport was awarded a $22.1 million grant to provide a portion of the funds for a project to build an additional parking garage, parking access improvements, and to provide terminal rehabilitation and passenger amenities with a total current estimated cost of $57 million. The grant was awarded in conjunction with a $50 million State-funded Airport highway access project announcement. The new highway access will be very beneficial for entrance to on-airport parking operations.

As of December 31, 2018, the Authority maintained $454.4 million in capital assets for which $271 million in accumulated depreciation was recorded resulting in $237.3 million in capital assets net of depreciation.

CAPITAL PROGRAM FOR 2020 - 2024

A description of each of the projects included in the 2020-2024 Capital Program, together with the potential funding source is provided in the following schedule. A schedule of all the projects is included on page 16 showing for each project included in the plan, the year the project is planned for, and the specific funding sources initially identified for that project.

I. Airfield
A. **Air Traffic Control Tower Improvements: $3.00 Million**

   The Air Traffic Control Tower is twenty years old and engineering building assessments indicate that improvements in the $2 million to $3 million range are warranted to accommodate major rehabilitation needed.

B. **Noise Mitigation and Land Development**

   **Property Acquisitions and Land Development: $6.00 Million**

   The Authority completed a Noise Compatibility Study in 2003 which will provide Federal funds to acquire properties that have been deemed non-compatible Airport uses and are eligible for grant funding. Development of Property would likely be Authority-funded.
C. Runway Improvements

Runway 10/28 Pavement & Lighting Renovations - $3.90 Million

Condition assessments indicate that during the next five years Runway 10/28 may require pavement rehabilitation and other lighting renovations.

Runway 01/19 Pavement & Lighting Renovations - $5.0 Million

Asphalt pavement rehabilitation for the full length of Primary Runway 01/19 was completed in 2015 but pavement and other new conditions could develop before the end of 2024 and it is prudent to include potential improvements in the five-year capital plan for this critically important airport asset.

Runway 01/19 Obstruction Removal - $2.10 Million

This project involves funding for removal of vegetative obstructions that penetrate the approach surface of Runways, 10, and 28 as may be required to meet Federal airspace and aircraft manufacturer requirements.

Runway 01/19 Improvement & Obstruction Removal - $1.00 Million

This project provides funding for improvements to runway 01/19 with possible additional obstruction removal as may be required to meet Federal airspace and aircraft manufacturer requirements. Work areas may include the vicinity of extended runway center-line approximately one-mile from each runway end.

Runway Fencing, Drainage, & Wetland Management Improvements - $0.75 Million

Along the Runway 01/19 primary runway pavement surface, there are structures that can require repair and replacement to facilitate the proper drainage of water from improved areas. This project can also entail funding of wildlife hazard and wetland management.
D. **Taxiway Renovations** - $7.0 Million

This project entails the ongoing annual rehabilitation of all primary and secondary taxiways as warranted by the Pavement Condition Index and required to meet Federal pavement condition standards for aircraft movement areas. Work areas include Taxiway “D” which is limited to light aircraft <12,500 pounds gross landed weight.

E. **Apron/Ramp Improvements**

**Apron Rehabilitations** - $2.50 Million

There are areas of the apron that require concrete surfaces to be replaced and repaved.

**Ramp Rehabilitation** - $5.00 Million

Periodically, there is a need to improve the paved and concrete surfaces that comprise the apron, taxiways and runways. This entails asphalt milling and repaving or concrete resurfacing to keep the infrastructure up to standards.

F. **Air Traffic Control, TRACON & Navigational Aids** - $3.0 Million

The FAA may require or otherwise supports the addition of Navigational Aids on the runways and related taxi-ways during the five-year capital plan period.

G. **Security Service Access Roads and Gate Improvements** - $0.75 Million

The Airport has advanced the installation of service roads around the entire perimeter of the Airport. There are certain areas that still require the placement of a service access road which would also provide necessary patrol and surveillance capabilities. Work areas include the southeast airfield quadrant to mitigate potential emergency vehicle conflicts with parking patrons in Economy Lot “E”.

H. **Aircraft Deicing Glycol Storage & Improvements** - $4.50 Million

Glycol is currently held in a two large storage tanks for bio-treatment processing and direct discharge on-airport. Pump and processing equipment improvements or replacement may be warranted to assure continuous cost-effective operations and ongoing water quality permit compliance.
I. Master Plan Update/Environmental Review/ Special Studies - $1.0 Million

The Airport is required, under Federal and State regulations, to maintain an updated Master Plan and Airport Layout Plan to support project programming and environmental project review and may undertake other special studies to improve the Airport. The results of Master Plan Update, Studies and Reviews could result in amendment to the 2020 through 2024 five-year capital plan.

II. Terminal

A. 1979 and 1998 Terminal Retrofit - $50.00 Million

The terminal may require expansion and structural renovations to accommodate passenger volume as well as new uses, as dictated by the airlines, Transportation Security Administration and other tenants.

B. Loading Bridges - New & Retrofit - $6.00 Million

Additional terminal space would require additional passenger loading bridges and certain existing loading bridges could require additional capital investment.

C. Green Initiatives - New & Retrofit - $7.00 Million

Electric and Natural Gas utility charges for the airport are approximately $2.7 million per year. The projects proposed will include, but will not be limited to, energy equipment fixture retrofits, and alternative energy initiatives to reduce energy consumption and airport operating costs. The Authority has accepted a $1.4 million state grant to construct solar canopies over some surface parking at an estimated project cost of $2.0 million. Other projects could include airport compatible projects that reflect the Airport’s commitment to social responsibility and green energy initiatives.

III. Landside

A. Property Acquisitions - $5.00 Million

The Airport is short of land to provide for runway approach protection and future expansion and development. All properties shall be acquired for a specific use.
B. **Parking Development**

   **Surface Lot Rehabilitation and Extension - $5.00 Million**

   Currently, the Airport is at capacity regarding parking facilities and any growth in enplanements may require comparable growth in parking facilities. In addition, there are a number of gravel lots that need to be converted to paved lots with appropriate lighting and security devices for safety reasons. Also existing surface lots may need rehabilitation during the five-year capital plan.

   **Garage Improvements - $5.00 Million**

   The Main Parking Garage will be approaching 25 years of service by the end of the current 2020-2024 plan and will benefit from major preservation and maintenance.

   **Electric Car Charging Stations - $5.00 Million**

   Electrification of vehicles will continue to emerge during the five-year capital plan and the Airport may have to accommodate a variety of Airport user vehicle charging needs.

C. **Maintenance Hangar Expansion - $4.00 Million**

   The Airport has three Aircraft Maintenance Hangar tenants and could potentially acquire more while existing maintenance hangar tenants could demand more space during the five-year capital plan.

D. **Hangar Road Access/Parking Redevelopment - $2.00 Million**

   In the northwest quadrant, there are a number of maintenance and aircraft storage facilities. Access to these facilities is difficult due to the number of gates that the maintenance personnel must encounter to get to their destination. Reconfiguration and realignment of the roads are necessary. The rental income from the hangar and maintenance facilities should cover the cost of redevelopment.

F. **Security and Life-Safety Alarm System Improvements - $1.00 Million**

   Extension of fiber-optic network cables is proposed to improve communications and emergency response by ARFF and EMS personnel to reduce life-critical response times in the event of security and medical emergencies.
G. Economic Development Projects

Air Cargo Facilities NE Quadrant - $5.00 Million

Currently, one building exists with 55,500 ft² providing adequate space to all air cargo operators at the Airport. Additional Air Cargo space is not anticipated to be needed before 2024. It is possible the 1998 facility could require retrofit or rehabilitation to facilitate full occupancy though 2024 and major tenant renewals.

Hangar Maintenance/Expansion/Storage - $8.00 Million

Currently, there are five aircraft maintenance hangars and two general aviation hangars located on the Airport. The Airport may need to add another general aviation hangar during the five-year capital plan. Tenant leases and user activities would support investment in these assets.

Airport Industrial Park - $2.00 Million

Aviation-related tenants require a location within close proximity to the airfield. New buildings or rehabilitation of existing would be supported through lease payments by tenants that may offer services to the Airport.

Property Utility Improvements - $5.00 Million

A host of underground utilities that include water, sewer, electric, gas and fiber optic cable require upgrading and updating due to their condition and age. Funds should be allocated to keep our primary utilities in good working condition due to the nature of the Airport business.

Other Economic Opportunities - $10.00 Million

Over the course of the five-year capital plan there will be economic development opportunities at the airport that will benefit both the airport and the capital region community. Projects that have a high feasibility of being financially self-supporting will be advanced.

IV Major Equipment & Vehicles - $12.00 Million

Major Airport equipment has a useful life in the range of 10 years. Therefore, funds need to be allocated to provide the continual upgrade of the fleet mix for all divisions of the Airport.
POTENTIAL FUNDING SOURCES

Federal - Represents Federal entitlement and potential discretionary dollars available to fund eligible airfield capacity and safety related projects. Eligible projects generally are funded at 90% of the eligible project costs.

New York State - Represents New York State share of eligible Federal Projects (generally 5%) plus any State discretionary dollars that may be appropriated for the Airport.

ACAA - Represents the Authority’s share of eligible Federal Projects (5% to 10%). In addition, the costs of other projects will be funded by Airport generated operating funds or by the issuance of indebtedness.

Generally facilities to be funded by the issuance of Authority indebtedness will be initiated only when the project is expected to generate sufficient revenues or cost savings to meet the annual debt service payments. For example, construction of hangars, freight buildings or private use facilities would only be initiated when tenants have been identified and have committed to leasehold payments sufficient to cover the debt service payments and any operating costs to be borne by the Authority.

Before the issuance of bonds is considered for any project, the Authority will evaluate whether any funds are available from other sources to cover all or a portion of the ACAA’s share of the costs. This will include monies available under the Airline Use and Lease Agreement and any monies available in reserve funds held by the Authority. The table below reflects the preferred sources of funds based upon the type of Airport Project.

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<td>From Operations</td>
<td>From Airlines Capital Contribution</td>
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Key Source:  •  Secondary Source:  ▲  Eligible:  ◻  Eligible/Not Advisable:  ◇
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**Notes:**

* Numbers may not add due to rounding.

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ALBANY INTERNATIONAL AIRPORT
AMENDED FIVE YEAR CAPITAL PLAN 2020-2024
($ in Millions)

APPROVED: ACAA - County - 7/22/2019

A. Any funding requirements to be supported by increased passenger and tenant activity.
August 27, 2019

Andrew Joyce, Chairman
Albany County Legislature
Harold L. Joyce Albany County Office Bldg.
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Enclosed please find two Requests for Legislative Action in support of ongoing Airport operations.

One is a request to amend the current Five Year Capital Program through the end of 2019 and to adopt a new Five Year Capital Program for years 2020-2024.

The other request is to approve an easement for Niagara Mohawk Power Corporation to replace and upgrade electrical service to FAA owned runway approach lighting equipment.

Thank you in advance for your support. If you have any questions, do not hesitate to give me a call.

Very truly yours,

John A. O’Donnell
Chief Executive Officer

JAO:jam
Enclosures

cc: Hon. Daniel P. McCoy, Albany County Executive
    Hon. Dennis A. Feeney, Albany County Majority Leader
    Hon. Frank A. Mauriello, Albany County Minority Leader
    Philip F. Calderone, Esq., Deputy County Executive
    Kevin Cannizzaro, Esq., Majority Counsel

U:\LEGAL\Legislative Action Request\ACA Five-Year Capital Program 2020-2024\ltr 01.docx
REQUEST FOR LEGISLATIVE ACTION

DATE: January 4, 2019
DEPARTMENT: Albany County Airport Authority
Contact Person: John A. O'Donnell, CEO/Peter F. Stuto, General Counsel
Telephone: 518-242-2222 Ext 1
Dept. Representative Attending
Committee Meeting: John A. O'Donnell/Peter F. Stuto

PURPOSE OF REQUEST:
- Adopting of Local Law
- Amendment of prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment (See Below)
- Contract Authorization (See below)
- Environmental Impact
- Home Rule Request
- Property Conveyance
- Other: (State briefly if not listed above)

Conveyance of Basement to Niagara Mohawk
Power Corporation for upgrade and replacement of electrical service to FAA owned Runway Approach lighting equipment (MALSR).

CONCERNING BUDGET AMENDMENTS
NA

STATE THE FOLLOWING:
Increase Account/Line No.: 
Source of Funds: 
Title Change: 

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING: NA

TYPE OF CONTRACT
- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
  - New
  - Renewal
  - Submission Deadline Date

Settlement of a Claim
Release of Liability
Other: (State briefly) 

CONCERNING CONTRACT AUTHORIZATION (Cont’d)
STATE THE FOLLOWING:
Contract Terms/Conditions:
Party (Name/Address):

____________________________

Amount/Raise Schedule/Fee: ________________________________

Term: ________________________________________________
Scops of Services: ______________________________________

____________________________

Contract Funding:
Anticipated in Current Budget: Yes _____ No _____
Funding Source: ______________________________________
County Budget Accounts
Revenue: ____________________________________________
Appropriation: _______________________________________
Bond (Res.No. & Date of Adoption) ______________________

CONCERNING ALL REQUESTS:
Mandated Program/Service: Yes _____ No _____ NA ✓
If Mandated Cite: Authority ______________________________
Anticipated in Current Adopted Budget: Yes _____ No _____ NA ✓
If yes indicate Revenue/Appropriation Account: ________________

Fiscal Impact - Funding: (dollars or Percentages) NA ✓
Federal ________________________________________________
State ________________________________________________
County ______________________________________________
Term/Length of Funding __________________________________

Previous Requests for Identical or Similar Action:
Resolution /Law Number ________________________________
Date of Adoption: ________________________________

Justification: (State briefly why legislative action is requested)
§3.10 of the Airport Lease Agreement between the County and the Authority provides that the Authority may enter into agreements creating easements for the operation of or to provide service to the Airport and that the County shall approve such easements. §3.10 reads in its entirety:

3.10 Right of Authority to Grant Easements. The Authority shall have the right to enter into Agreements creating easements as may be required to allow operation of or provide service to the Airport consistent with the operation and use of the Airport in accordance with the provisions of the Act; and the County covenants and agrees to approve the granting of such easements, as necessary, and to execute all documents and to take all such other actions as are necessary in order to effectuate the creation of easements, at the sole cost and expense of the Authority.

Back-up Material Submitted: (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

1) Locator Map
2) Easement – (an engineered survey will be provided when project is complete)

Submitted By: John A. O’Donnell
Title: Chief Executive Officer
GRANT-OF-EASEMENT

COUNTY OF ALBANY of 112 State Street, Room 112, Albany, NY 12207 (hereinafter referred to as "Grantor"), for consideration of One Dollar ($1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 (hereinafter referred to as "Grantee"), for Grantee and their lessees, licensees, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "Easement") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "Grantor's Land").

Section 1 – Description of the Easement. The "Easement" granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way, with the right, privilege, and authority to:

a. Construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove underground electric and communication facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground lines, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication purposes, by any means, whether now existing or hereafter devised, for public or private use, in, upon, under, and across that portion of the Grantor's Land described in Section 3 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others;

b. From time to time, without further payment therefore, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of one or both of the Grantees, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width;

c. Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1, provided, however, that the Grantees will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and

d. Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

Section 2 – Description of Grantor's Land. The "Grantor's Land" is described in a certain Deed recorded in the Albany County Clerk's office in Liber N/A consecutively and consists of land described as being part of Tax Parcel No. 18-2-52.1-50f the Town of Colonie, County of Albany, New York, commonly known as Albany Shaker Road.

Section 3 – Location of the Easement Area. The "Easement Area" shall consist of a portion of the Grantor's Land 20 feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Work Request #27058437 – Easement Sketch" which sketch is attached hereto as Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantees. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit A hereto.

Section 4 – Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantees, its successors and assigns.

Section 5 – General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the
Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees’ prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor’s Land; and the Grantor will forever warrant title to the Grantor’s Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor’s Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this _______ day of _________________, 20____.

COUNTY OF ALBANY

By: ________________________________

Signature

Its: ________________________________

Title

State of ___________________________

County of _________________________

On the ____ day of _________________ in the year 20____, before me, the undersigned, personally appeared ______________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

______________________________

Notary Public

Complete for ALL Grantors: Please print name and address of Grantor(s) (If Grantor is other than an individual(s), print name and address of Company and include name and title of signer):

Name(s): __________________________

Company: County of Albany

Title: _____________________________

Address: 112 State Street, Room 112

City/Village/Town: Albany

State: NY Zip Code: 12207

WR# 30-18-27058437
Lands of County of Albany
(Albany International Airport)
737 Albany Shaker Road
Tax Parcel 18.-2-52.1-5

Lands n/f Broad &
Thomas Partners, LLC
TaxID 30.-3-77

ALBANY SHAKER ROAD

Wolfr Road

Lands of Albany County
Amen Lee Pond/Home
Tax ID 30.-2-17

P/O
18.-2-
52.1-5

Proposed
Course of Line
and Transformer

P

2

30.-2-3

30.-2-4

Lands of Albany County Airport Authority
Albany Shaker Road
Tax Parcel ID 30.-5-1

Sketch for the Installation on Lands of
County of Albany
Albany Shaker Road
Town of Colonie
County of Albany
Tax Parcel ID 18.-2-52.1-5

EXHIBIT A
Electric Work Request
27058437

nationalgrid

Albany Right of Way and
Real Estate Department
September 11, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk’s Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Authorization is requested to renew agreements with Albany County Department of Social Services (DSS) approved providers of moving and storage services, for eligible Temporary Assistance recipients, when relocation and/or storage of household belongings are necessary.

Department procedures require recipients to contact both providers to obtain the lowest quote for their moving and/or storage services. DSS is also required to issue an allowance for storage of furniture and personal belongings when it is essential for circumstances such as relocation, eviction or temporary shelter, so long as eligibility for public assistance continues and the circumstances necessitating the storage continue to exist.

DSS contracts with all willing and authorized providers, thus an RFP is not required. In order to be a qualified bidder for moving services, the firm must possesses a certificate as a common carrier of household goods by motor vehicle, issued by the New York State Department of Transportation.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Social Services (Moving and Storage)

Date: 8/27/19
Submitted By: Joseph J. DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep. Michele G. McClave
Attending Meeting:

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item. Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Don’s Moving & Storage
897 Broadway
Albany, NY

Additional Parties (Names(addresses)):
Liedkie Moving & Storage
2696 Curry Rd
Schenectady, NY

Amount/Raise Schedule/Fee: $150,000
Scope of Services: Moving and storage services for eligible Temporary Assistance recipients when relocation and/or storage of household belongings are necessary.

Bond Res. No.: 
Date of Adoption: 

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No 
If Mandated Cite Authority: 18 NYCRR 352.6
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: $70,950.00 $14,834.00 $13,950.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: $70,950.00 $51,150.00 $27,900.00

Source of Funding - (Percentages)
Federal: 47.3%
State: 19.2%
County: 33.5%
Local: 0

Term
Term: (Start and end date) 1/1/2020-12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 511
Date of Adoption: 11/13/2018

Justification: (state briefly why legislative action is requested)
Authorization is requested to renew agreements with Albany County Department of Social Services (DSS) approved providers of moving and storage services, for eligible Temporary Assistance recipients, when relocation and/or storage of household belongings are necessary. Department procedures require recipients to contact both vendors to obtain the lowest quote for their moving and/or storage services.

Local Social Services districts (DSS) are required to provide for payment of moving services on behalf of a temporary assistance recipient when the client demonstrates the need and the relocation falls into any of the following categories:

(1) The move is to a less expensive rental property and the amount paid for a security deposit and moving expenses is less than the amount of a two-year difference in rentals; or

(2) The move is necessitated by one of the following criteria:
   a) The need to move results from a disaster/catastrophe and/or a vacate order placed against the premises by a health agency or code enforcement agency;
   b) The move is necessitated by a serious medical or physical handicap condition. Such need must be verified by specific medical diagnosis;
   c) The individual or family is rendered homeless as a result of having been put out by another occupant with whom
they were sharing accommodations;
   d) The move is from temporary to permanent housing;
   e) The move is from permanent housing to temporary housing whenever necessary due to the unavailability of permanent housing;
   f) Move is from one temporary accommodation to another temporary accommodation whenever necessary due to the unavailability of permanent housing;
   g) The move is from an approved relocation site or to an approved cooperative apartment; or
   h) There is a living situation which adversely affects the mental or physical health of the individual or family, and the need for alternate housing is urgent, and not issuing a security deposit, moving expenses and/or brokers' or finders' fees would prove detrimental to the health, safety and well-being of the individual or family.

DSS is also required to issue an allowance for storage of furniture and personal belongings when it is essential for circumstances such as relocation, eviction or temporary shelter, so long as eligibility for public assistance continues and the circumstances necessitating the storage continue to exist.

DSS contracts with all willing and authorized providers, thus an RFP is not required. In order to be a qualified bidder for moving services, the firm must possesses a certificate as a common carrier of household goods by motor vehicle, issued by the New York State Department of Transportation.
AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
LIEDKIE MOVING AND STORAGE, INC.

PURSUANT TO RESOLUTION NO. 511, ADOPTED 11/13/18

This is an Agreement, made by and between the County of Albany (hereinafter referred to as the “County”), acting by and through the Albany County Department of Social Services (hereinafter referred to as the “Department”), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Liedkie Moving and Storage, Inc., located at 2696 Curry Rd Schenectady, New York 12203 (hereinafter referred to as the “Provider”).

WITNESSETH:

WHEREAS, the County, acting through the Department, pursuant to Section 352.2 of the Social Services Law, is responsible for providing moving and storage of household goods including furniture and personal belongings to residents in receipt of Temporary Assistance under eligible conditions; and

WHEREAS, the County has heretofore requested moving and storage services for the Albany County Department of Social Services, and

WHEREAS, the Provider has heretofore submitted a proposal for moving and storage services; and

WHEREAS, the County has accepted the proposal of the Provider to provide the aforementioned services.

NOW THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY THE PROVIDER

Moving services are services to move household items for a recipient of Temporary Assistance (hereinafter referred to as “Customer”) whom the Department has determined to be eligible to receive said services.

Storage services are services to temporarily store household items for a Customer whom the Department has determined to be eligible to receive such services.

The Provider will bill the Department as detailed in Exhibit 1 of this Agreement, at rates equal to or less than the Provider’s Proposal Package, which are incorporated by reference and made a part of this Agreement:
ARTICLE II. TERM OF CONTRACT

The term of this Agreement shall commence on January 1, 2019 and will continue in effect through December 31, 2019. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE III. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of $50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider’s records and accounting methods; 3) render an opinion of Provider’s financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider’s right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VI. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the
Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE VII. RELATIONSHIP

The Provider is, and will function as an independent Provider under the terms of this Agreement and shall not be considered an agent or employee of the County for any purposes and the employees of the Provider shall not in any manner be, or hold out to be, agents or employees of the County.

ARTICLE VIII. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE IX. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto.

ARTICLE X. REMEDY FOR BREACH

In the event of a breach by the Provider, the Provider shall pay the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute Provider to satisfactorily complete the contract work, together with the County’s own costs incurred in procuring a substitute Provider.

ARTICLE XI. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
c. does not have a proposed debarment pending; and
d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XII. NON-DISCRIMINATION

In accordance with 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 Subscriber 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 person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XIII. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County’s knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County’s decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XIV. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a
Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XV. INTERPRETATION

In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Agreement, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1. this Agreement; 2. the Provider Proposal Package.

ARTICLE XVI. MACBRIDE PRINCIPLES

Contractor hereby represents that said Provider is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said Provider 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 Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XVII. LICENSES

The provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.
ARTICLE XX. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE XXI. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that Contractor has not:

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXII. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XXIII. ADDITIONAL ASSURANCES

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed certifications contained in Schedules C and D, which are attached hereto and made part thereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

COUNTY OF ALBANY

BY: ____________________________
    Daniel P. McCoy
    Albany County Executive
    or
    Philip F. Calderone
    Deputy County Executive

LIEDKIE MOVING
AND STORAGE, INC.

DATE: __________________________

BY: ____________________________
    Signature

Title
On the ____ day of ____________, 201_, before me, the undersigned, personally appeared Daniel P. McCoy or Phillip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC

On the ____ day of ____________, 201_, before me, the undersigned, personally appeared ____________________ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC
The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance**: A policy or policies providing protection for employees in the event of job related injuries.

2. **Automobile Liability Insurance**: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. **General Liability Insurance**: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<table>
<thead>
<tr>
<th>Liability for:</th>
<th>Combined Single Limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
SCHEDULE B

CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS


The grantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The grantee's policy of maintaining a drug-free workplace
   3. Any available drug counseling, rehabilitation, and employee assistance program; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
   1. Taking appropriate personnel action against such an employee, up to and including termination; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date
SCHEDULE C

Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

Organization

Authorized Signature

Title

Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1

Rate for Service/Fiscal Reporting

I. Rate for Service

The County will reimburse the Provider for services rendered at the rate **equal to or less than** those presented in the provider’s proposal Package.

a. A voucher, signed by a Department agent authorizing amounts and specific household items to be moved and/or stored and/or delivered to a household individual. Upon receipt of the authorized voucher and after delivery and/or storage, the household member whose name appears on the authorized voucher would sign it.

b. Move/Storage of essential household item rates were established in response to the request for purchasing as follows:

**Moving Cost at hourly rate:**

<table>
<thead>
<tr>
<th>Hourly Rate</th>
<th>(3 hour minimum)</th>
<th>2 workers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Help</td>
<td>$30 per hour</td>
<td>1 additional worker if needed</td>
</tr>
</tbody>
</table>

**Moving Cost at flat rate:**

<table>
<thead>
<tr>
<th># of Household Members</th>
<th>Amount of Boxes (maximum)</th>
<th># of Bedrooms</th>
<th>Flat Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>1</td>
<td>288</td>
</tr>
<tr>
<td>2</td>
<td>15</td>
<td>2</td>
<td>384</td>
</tr>
<tr>
<td>3</td>
<td>20</td>
<td>3</td>
<td>504</td>
</tr>
<tr>
<td>4</td>
<td>25</td>
<td>4</td>
<td>786</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>5</td>
<td>882</td>
</tr>
<tr>
<td>6+</td>
<td>35</td>
<td>6+</td>
<td>1,008</td>
</tr>
</tbody>
</table>

Flat rate charge includes moves within a 25 mile radius

**Storage Cost:**

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Overnight storage</td>
<td>$150</td>
<td>storage on a truck</td>
<td>26-28 foot</td>
</tr>
<tr>
<td>Short Term Storage</td>
<td>$1.44</td>
<td>per pod</td>
<td>5'x7'x7'</td>
</tr>
<tr>
<td>Medium Term Storage</td>
<td>$9</td>
<td>per pod</td>
<td>5'x7'x7'</td>
</tr>
<tr>
<td>Long Term Storage</td>
<td>$36 per Month</td>
<td>per pod</td>
<td>5'x7'x7'</td>
</tr>
</tbody>
</table>

Authorized rates cannot exceed, but can be less than those in the above schedule.
II. Billing and Reimbursement

The County will reimburse the Provider for the moving and storage of items authorized and provided to an eligible person(s) as follows:

a. A Department representative will authorize a signed voucher to the Customer, who will in turn give the voucher to the Provider. The voucher is an authorization to either move and/or store household listed items from a residential or to a storage facility. The Customer will sign the voucher once the purchase and delivery are complete. The Provider will then send the voucher, with Customer and Provider signatures, to the Department for request of payment.

b. The County will reimburse the Provider who bills with original authorized and signed vouchers to the Department as follows:

   Albany County Department of Social Services
   162 Washington Ave.
   Albany, New York 12210-2304
   Attn. David Bradley

c. Eligibility authorizations, in behalf of the Customer, will be made in compliance with current federal and State regulations.

d. The Provider will be responsible for directly billing other local social services departments, in the event that they have authorized household items to a recipient, as they would be fiscally responsible for the payment.

e. No delivery substitutions may be made for an authorized voucher specified delivery. For example, an authorized voucher to relocate items from one residential address to another cannot be delivered to any other address then specified on the voucher.

f. The Customer will list all items to be moved and/or stored to the Provider. The Provider will only move those items based on a rate agreed upon before authorization of a voucher will be given to the Customer.

g. If not all items for move and/or storage are listed prior to the voucher approval, the Provider must return the voucher authorization to the Department and request approval for a new voucher at the rate that includes the additional items to be moved and/or stored.

h. Provider is responsible to arrange and confirm appropriate date/time prior to approved move and/or storage with the Customer. County will not be liable for additional charges resulting from scheduling conflicts due to lack of communication between Provider and Customer.
September 11, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk’s Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Residential Services for victims of domestic violence, provided through OCFS-licensed domestic violence shelters, safe homes, and safe dwellings.

Albany County Department of Social Service (DSS) is required to provide per diem reimbursements to State-approved providers of residential services for domestic violence victims based upon case-specific eligibility. DSS is also required to enter into an annual contract with at least one local program. Therefore, authorization is requested to contract with Equinox, Inc. to perform these services.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
    Frank A. Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Social Services (Equinox)

Date: 8/27/19
Submitted By: Joseph J. DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep. Michele G. McClave
Attending Meeting: Click or tap here to enter text.

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Equinox, Inc.
500 Central Avenue
Albany, NY 12206
Additional Parties (Names(addresses)):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $700,000
Scope of Services: Residential Services for victims of domestic violence, provided through OCFS-licensed domestic violence shelters, safe homes, and safe dwellings.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
18 NYCRR 408

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6109 4609 AA6140 3640 AA6142 3642
Revenue Amount: $142,100.00 $126,063.00 $61,600.00
Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: $142,100.00 $434,700.00 $123,200.00

Source of Funding - (Percentages)
Federal: 20%
State: 27%
County: 53%

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 407
Date of Adoption: 9/12/2018

Justification: (state briefly why legislative action is requested)
Albany County Department of Social Service (DSS) is required to provide per diem reimbursements to State-approved providers of residential services for domestic violence victims based upon case-specific eligibility. DSS is also required to enter into an annual contract with at least one local program. Therefore, authorization is requested to contract with Equinox, Inc. to perform these services. All per diem rates for domestic violence shelters, safe homes and safe dwellings are established by NYS. Authority is requested to pay the State-established rate, as reflected herein, or as subsequently promulgated by NYSOCFS. The current rate for Equinox is $93.92 per diem, per eligible person. Social Service Law 131-u and Department Regulation 18 NYCRR Part 408 govern issuance of these rates. Between July 1, 2018 and June 30, 2019, 153 adults and 52 children were admitted to the Equinox Domestic Violence Shelter system.
AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
EQUINOX, INC.

PURSUANT TO RESOLUTION NO. 407, ADOPTED 9/12/2018

This is an Agreement made by and between the County of Albany (hereinafter referred to as the “County”), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the “Department”), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Equinox, Inc. (hereinafter referred to as the “Provider”), a non-profit organization having its principal office at 500 Central Avenue, Albany, New York 12206.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to 18 NYCRR Part 408 of the Social Services Law of the State of New York, and

WHEREAS, 18 NYCRR Part 408 requires local social service districts to provide residential services to victims of domestic violence and to reimburse operators of approved residential programs, on a per diem basis, for the provision of emergency shelter to eligible domestic violence victims, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider’s offer to deliver the necessary domestic violence residential services to meet the needs of the County and to meet the needs of the aforementioned domestic violence victims residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide residential domestic violence services at the Equinox Domestic Violence Shelter, as herein set forth and as more particularly described in Exhibit 1 of this Agreement.
ARTICLE II. SCOPE OF SERVICES

Emergency shelter services under this Agreement shall be defined as the provision to provide domestic violence victims residential services, including temporary room, board, supervision and services, as defined under 18 NYCRR Parts 452 and 453 of NYS regulations and as detailed under Exhibit 1 attached hereto and made a part hereof.

The Provider will provide the agreed upon residential domestic violence services only at such site(s) as are approved by NYS.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these Exhibits must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete the Service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider’s performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider’s staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules, attachments and Exhibits attached hereto and made a part hereof.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider’s right, title or interest therein, without the previous written consent of the County.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County’s requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix “A” attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.
ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE IX. FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing, to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE X. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following
the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of $50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider’s records and accounting methods; 3) render an opinion of Provider’s financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed NINETY-THREE DOLLARS AND 92/100 ($93.92) per day, per eligible person, as full compensation for the Service described under this Agreement. The above-specified per diem rate has been established by New York State. Any change in the rate, as established by NYS, will immediately, upon its effective date, take precedence over the rate specified above.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2.

ARTICLE XII. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XIII. INDEMNIFICATION

The Provider shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Provider, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall
The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. NON-APPROPRIATIONS

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by either the County or the State, or are otherwise unavailable to the County for payment. The County will immediately notify the Provider of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were made without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVI. NON-DISCRIMINATION

In accordance with 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 Subscriber 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 person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVII. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by
registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County’s decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on January 1, 2019 and will continue in effect through December 31, 2019. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):
a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
c. does not have a proposed debarment pending; and
d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

In the event of a breach by Provider, Provider shall pay to the County all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with the County’s own costs incurred in procuring a substitute contractor.

ARTICLE XXIV. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXV. LICENSES

The provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXVI. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVII. NOTICE

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission, at the addresses for and the representatives of the parties shown below:

Name: David Bradley
Department: Temporary Assistance
162 Washington Ave.
Albany, New York 12210
ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that Contractor has not:

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIX. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part thereof.

ARTICLE XXX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: ________________

BY: ______________________
Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

EQUINOX, INC.

DATE: ________________

BY: ______________________
Signature

______________
Title
STATE OF NEW YORK  
COUNTY OF ALBANY  

)  SS.:  

On the ___ day of __________________, 2018, before me, the undersigned, personally appeared Daniel P. McCoy or Phillip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC

STATE OF NEW YORK  
COUNTY OF _________  

)  SS.:  

On the ___ day of __________________, 2018, before me, the undersigned, personally appeared __________________personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC
SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers’ Compensation and Employers Liability Insurance**: A policy or policies providing protection for employees in the event of job related injuries.

2. **Automobile Liability Insurance**: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of $500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. **General Liability Insurance**: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<table>
<thead>
<tr>
<th>Liability for:</th>
<th>Combined Single Limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

4. **Professional Liability**: A policy or policies of insurance providing for professional liability insurance coverage covering all operations of the program and the Provider’s performance in the amount of $1 Million.
SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, ____________________________, do hereby affirm that during the term of Albany County’s contract with ____________________________, for the provision of ________________, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: ___________________________  By: ___________________________

Signature

____________________________

Title
SCHEDULE C

CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS


The grantee certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace;
   2. The grantee’s policy of maintaining a drug-free workplace
   3. Any available drug counseling, rehabilitation, and employee assistance program; and
   4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
   1. Abide by the terms of the statement; and
   2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
   1. Taking appropriate personnel action against such an employee, up to and including termination; or
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date
SCHEDULE D
Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

Organization

Authorized Signature

Title Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.
EXHIBIT 1

Service Provision Responsibilities

The Provider will provide residential domestic violence services to eligible victims of domestic violence, as follows:

I. **Service Definition**- Residential domestic violence services will be defined as the provision of temporary shelter, emergency services and care provided through an approved domestic violence shelter, in accordance with 18 NYCRR Parts 452 and 453 of NYS regulations.

II. **Eligible Persons**- A victim of domestic violence will be considered to be any person 16 years of age or older, any married person, or any parent accompanied by his or her minor child or children in situations where such persons or such person’s child is a victim of an act which would constitute a violation of the Penal Law, including, but not limited to acts constituting disorderly conduct, harassment, menacing, reckless endangerment, kidnapping, assault, attempted assault, or attempted murder; and

1. such act or acts have resulted in actual physical or emotional injury or have created a substantial risk of physical or emotional harm to such person or such person’s child; and

2. such act or acts are, or are alleged to have been committed by a family or household member, as defined by 18 NYCRR Part 408.2.

For the purposes of this definition, “family or household member” will incorporate the following individuals:

- persons related by blood or marriage;
- persons legally married to one another;
- persons formerly married to one another regardless of whether they still reside in the same household;
- persons who have a child in common regardless of whether such persons are married or have lived together at any time;
- unrelated persons who are continually or at regular intervals living in the same household or who have in the past continually or at regular intervals lived in the same household; or
- unrelated persons who have had intimate or continuous social contact with one another and have access to one another’s household.

III. **Service Provision**- The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes, and ordinances, and most particularly those specified 18 NYCRR Parts 408, 452, and 453 of NYS regulations. The Provider hereby certifies that it is a NYS approved domestic violence shelter, and will maintain full compliance with all related laws and regulations. In the event that the Provider should fail to maintain NYS approval as a residential program for victims of domestic violence, this Agreement shall terminate immediately, according to the provisions previously outlined.

In addition, as required under 18 NYCRR Part 408 of NYS regulations, the Department and the Provider specifically agree to the following.
1. Length of Stay

   a. Upon an initial, emergency determination of financial eligibility, the Economic Security Division will authorize the resident for a 30 day stay in emergency shelter, beginning with the date of admission. Such appointments as are necessary to complete a full financial eligibility determination will be scheduled.

   b. Assuming that the victims continuing financial eligibility is established, the Economic Security Division will issue a subsequent authorization for the full remaining period of up to 60 days. If financial eligibility has not been fully established, the client may request an extension of the waiver of documentation requirement, and the shelter stay will be reauthorized for a period of up to 30 days. Authorization for extension beyond the initial 90-day maximum, up to 90 additional days, will be made consistent with NYS regulations, Section 408.6(d) and Section 459-b, amended in 2012. When such will be necessary, the Provider agrees to notify the Departments Contract Manager of the extension on or before the 75th day of residence. Notice may be given after the 75th day only if emergency circumstances made the need for such an extension unforeseeable before the 75th day. In such cases, notice of the extension must be given immediately.

   c. Throughout the stay of each Albany County resident, the Provider agrees to submit a written progress report every 30 days, summarizing the individual/family’s status and detailing his or her progress concerning a housing search. If an individual/family has not initiated a housing search, the Provider should specify the reasons for this in their report. Client-specific progress reports shall be submitted to the appropriate contact persons.

2. Assessment of Service Needs

   a. In all instances, the Department agrees to accept the determination of the Provider that an individual or family continues to meet admission criteria and exhibit the need for temporary shelter, emergency services and care.

   b. The Provider agrees to reassess each resident’s continued eligibility and need for residential domestic violence services on a weekly basis, throughout the resident’s stay.

   c. The Provider agrees to provide the Department with relevant information related to such reassessment, upon request.
EXHIBIT 2
Rate for Service/Fiscal Reporting

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate established by NYS, as follows.

1. A per diem rate (see Article XI) will be utilized in calculating reimbursement due to the Provider. This rate includes the full food add-on allowed under NYS regulations, and is applicable regardless of the funding stream under which payment is authorized.

2. In the event that NYS should increase or decrease the per diem rate applicable to the Provider's domestic violence residential facility, the new rate will automatically supersede the rate shown above.

II. Billing and Reimbursement

The Department will reimburse the Provider for shelter "bed days" provided to an eligible person(s), as follows.

1. The Department will reimburse the Provider for shelter stays of individuals and families who have appropriately established eligibility under EAF, Family Assistance, Safety Net, EAA or "Services" funding streams.

2. Eligibility determinations, shelter reimbursement and payment of benefits to, or on behalf of, the recipient will be made in compliance with current federal and State regulations.

3. The Provider agrees to make every effort to ensure that all residents, on whose behalf the Provider will seek reimbursement, complete the appropriate public assistance application process, including compliance with documentation and face-to-face interview requirements.

However, the Department and the Provider mutually recognize that circumstances occur which render the above impossible. The most common of these circumstances involve the departure and/or discharge of the resident from the facility prior to their scheduled appointment with the ACDSS Division of Economic Security.

In such instances, the Provider may seek reimbursement for shelter bed days provided through a "mail-in application" process, according to guidelines established by the Department, within the context of applicable State and federal regulations.

4. In the instance that a resident has an alternate and available source(s) of income, yet is still entitled to partial assistance, the Department will provide reimbursement to the Provider in the appropriate pro-rated amount. The Provider will be directly responsible for collection of any remaining amount directly from the resident.

5. The Provider will bill the Department for each resident determined eligible for reimbursement by the Department. The billing format will include the name of each
resident and the actual dates of shelter stay charged. The Provider must sign each bill, with such signature being considered to attest to the validity of the claim.

1. Bills should be submitted as follows:

a. Bills should be submitted at the point of the individual’s discharge from shelter.

b. With regards to bills being submitted under the mail-in application process, a signed, completed application must accompany each bill. Such application and bill should be submitted immediately upon the Provider’s determination that the resident’s stay will not be reimbursable through the normal public assistance process.

c. At the time that it is identified that a bill will be paid under Services funding, the Provider will receive a written notice from the Department, indicating that the bill has been referred to the Services Division for authorization.

d. On a monthly basis, the Provider shall submit a claim to the Department, reflecting actual expenses incurred.
APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean Equinox, Inc.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or the Department.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” - shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of
 Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity’s compliance with the Privacy Rule.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.

5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service Law, or other provisions, as may be required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2019 – December 31, 2019. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
   (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
   (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
   (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into a contract with the Steuben County Department of Social Services for the provision of Non-Secure Detention Services.

The requested contract is for the term of January 1, 2020 – December 31, 2020 for an amount not to exceed $25,000 and involves a local share of 51%.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Gehagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Maurello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Ann Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Steuben County Non-Secure Detention Services

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS
Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:
Party (Name/address):
Steuben County Department of Social Services
3 East Pulteney Square Bath NY 14810

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $25,000.00
Scope of Services:
Detention Beds for Placement Agreement. Services for Juveniles

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS
Mandated Program/Service:
If Mandated Cite Authority: Yes ☒ No ☐
Family Court Act 353.5 and 352.2 and Social Services Law 371
Is there a Fiscal Impact:
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6119 03619
File #: TMP-1082, Version: 1

Revenue Amount: $25,000.00

Appropriation Account and Line: AA6119 44403
Appropriation Amount: $25,000.00

Source of Funding - (Percentages)
  Federal: Click or tap here to enter text.
  State: 49%
  County: 51%
  Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
If yes, explain: Yes □ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number: 19-179, 18-297, 16-556, 15-398, 14-399, 13-581, 12-367, 11-449, 11-
080, 10-456
Date of Adoption: 5/13/19, 7/9/18, 12/5/16, 10/13/15, 10/14/14, 12/5/13, 10/9/12,
12/5/11, 3/14/11, 12/6/10

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Justification for Contract Authorization with Steuben County Department of Social Services for the Provision of Non-Secure Detention Services

The Department for Children, Youth and Families respectfully requests legislative authorization for Albany County to enter into a contractual agreement with Steuben County Department of Social Services for the Provision of Non-Secure Detention Services. The requested contract term will be June 1, 2020 – December 31, 2020 not to exceed the amount of $25,000.

Per Title 9 of the Official Compilation of Codes, Rules and Regulations of the State of New York, detention is defined as “…the temporary care and maintenance, away from their homes, of children held pursuant to article three or seven of the Family Court Act…” A youth may also be referred to detention care by a peace officer who has taken the child into custody pursuant to section 718, 721 or 723 and the officer has complied with section 724 of the Family court Act. All non-secure detention facilities must be certified by the New York State Office of Children and Family Services. Steuben County Department for Social Services operates a NYS OCFS certified non-secure detention programs for youth.

Albany County has a current contract with Berkshire Farm Center and Services for youth (Berkshire) for the purchase of a minimum guaranteed bed capacity for a total of 8 youth in any gender combination on any given day.

The County also reserves the right to purchase additional beds on an as needed basis from Berkshire. There have been times when a youth is in need of non-secure detention services and Berkshire Farms and Services has no capacity for such youth, and/or there is a conflict between youth at the facility, necessitating the need for a youth to be transferred to another facility. As such, the Department is in need of alternative facilities in such circumstances.

The Department will continue to utilize the reserved programming at Berkshire Farm Center and Services and only utilize such unreserved non-secure detention programming at Steuben County Department for Social Services for youth when capacity is met at Berkshire and/or there is a valid reason (related to safety) as to why a youth cannot be housed there.

Steuben County Department of Social Services will provide non-secure detention programming for Albany County youth charged at the daily rate, currently $289.00 per bed per day based on an 8 bed capacity. Usage above the 8 bed capacity will be charged at the standard rate, currently $369.00 per bed per day. If additional one on one services are warranted, the associated costs will be considered outside the daily rate and will be charged at a rate currently at $35.00 per hour. Raise The Age (RTA) youth will be charged at a rate currently up to $1,209.00 per bed night. The rates will include the cost of the child’s mandated physical as well as mental health services.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into a contract with Berkshire Farms and Family Center for the provision of Non-Secure Detention Services.

The requested contract is for the term of January 1, 2020 - December 31, 2020 in the amount of $961,020. The Department is seeking authorization to exercise the second and final option to renew this contract.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Amis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Berkshire Farms Non-Secure Detention Services

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7305
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:
- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS
Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)
Click or tap here to enter text.

Contract Terms/Conditions:
Party (Name/address):
Berkshire Farms and Family Center
13640 State Route 22
Canaan, N.Y. 12029

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $961,020
Scope of Services: Non-Secure Detention for adolescent males or females PINS/IDs ages 7-
17 years old that are brought to the facility by a local Police agency or remanded to the facility by Albany County Family Court.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS
Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Family Court Act 353.5 and 352.2 / Social Services Law 371

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6119 03619
Revenue Amount: $470,899.00
Appropriation Account and Line: AA6119 44403
Appropriation Amount: $961,020.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 49%
County: 51%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain:
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-467, 17-23, 16-556, 15-398, 14-399, 13-581, 12-367, 11-449, 11-080, 10-456
Date of Adoption: 10/09/18, 2/12/17, 12/5/16, 10/13/15, 10/14/14, 12/5/13, 10/9/12, 12/5/11, 3/14/11, 12/6/10

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families
Justification for Contract Authorization with Berkshire Farm
Center and Services for Youth
for the Provision of Non-Secure Detention Services

The Department for Children, Youth and Families respectfully requests legislative authorization for Albany County to enter into a contractual agreement with Berkshire Farm Center and Services for Youth for the Provision of Non-Secure Detention Services. The requested contract term will be January 1, 2020 – December 31, 2020 not to exceed the amount of $961,020.

RFP #2017-1182- Non Secure Detention Services was issued on October 26, 2017 with responses due December 1, 2017. The Department received a proposal from Berkshire Farm Center and Services for Youth. This will be the second and final renewal of this contract. A new RFP will be issued in 2020.

Albany County sought proposals for a Non-Secure Detention for adolescent males or females PINS/JDs ages 7-17 years old that are brought to the facility by a local Police agency or remanded to the facility by Albany County Family Court. Albany County expected the proposers operate a male Non-Secure Detention program and a female Non-Secure Detention program. There was an expected minimum guaranteed bed capacity requested for a total of 8 youth in any gender combination on any given day. These beds must be certified by the NYS Office of Children and Family Services (OCFS), and the programs must comply with the rules and regulations of Title 9 and Title 18 NYCRR and the regulations of NYS OCFS. The County reserved the right to purchase additional beds on an as needed basis at the same rate as the guaranteed bed rate.

Berkshire Farm Center and Services for youth has been the provider for Albany County Non-Secure detention services for many years and has done so with unquestionable quality of care. Berkshire Farm Center has successfully worked to engage the youth and family, and work in conjunction with Albany County DCYF, Probation, Family Court and Law Enforcement. Berkshire Farm Center has placed a great deal of emphasis on maintaining residents’ ties with family, school, and preventive services in which the residents are engaged in order to reduce detention stays and facilitate successful re-entry to the community.

In addition, Berkshire Farm Center will work cooperatively with Albany County DCYF to be the designated entity after hours for the completion and decision making of the NYS mandated Detention Risk Assessment Instrument (DRAI), which was fully implemented October 28, 2013.

Berkshire Farm Center’s proposal met the performance standards requested in the RFP.

Service Area Outcomes
• 100% of the youth served will return to Family Court for any and all adjourned court dates while engaged in Non-Secure Detention and Aftercare Services.
• 100% of youth served will not commit any offenses that require Juvenile Justice involvement while engaged in Non-Secure Detention
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Berkshire Farm Center for Youth for the provision of Prevention Services in the area of Specialty Services.

The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $101,500.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauro, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Amis Zilgme, Minority Counsel
County of Albany

File #: TMP-1090, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Juvenile Justice Prevention Services with Berkshire Farm Center and Services for Youth

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):
Berkshire Farm Center and Services for Youth
500 New Karner Road 3rd Fl
Albany, NY 12205

Additional Parties (Names,onaddresses):

Amount/Rate Schedule/Fee: $101,500
Scope of Services: Focus on the Future Program provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409-
b

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: $42,823 $30,704 $1,725

Appropriation Account and Line: AA6071 40046
Appropriation Amount: $101,500

Source of Funding - (Percentages)

Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for identical or similar action:
Date of Adoption: 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center for Youth for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $101,500. The total prevention contract amount for Berkshire Farm Center for Youth is $411,450.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063—PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member’s need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families’ designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

Berkshire Farm Center for Youth Focus on the Future Program provides educational and workforce readiness training for youth who are at risk of dropping out of school or in need of services as they prepare to transition to adulthood. This program also provides group workshops to parents of these youth who oftentimes experience the same skills deficiencies. The program targets youth who are 14 age and older (including foster care) and will serve up to six (6) families a year.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with St. Anne Institute for the provision of Specialty Prevention Services for the Sex Abuse Prevention Program.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $307,287.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauroello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Contract Authorization with St. Anne Institute for the Provision of Specialty Prevention Services SAPP

Date: August 28, 2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:
Party (Name/address):
St. Anne Institute
160 North Main Avenue
Albany, NY 12206

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $307,287
Scope of Services: Provision of Sex Abuse Prevention Program

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS
Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
Is there a Fiscal Impact:
Anticipated in Current Budget:
Yes ☒ No ☐
Yes ☒ No ☐
Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: $129,645.00 $92,955.00 $5,255.00

Appropriation Account and Line: AA6071 44046
Appropriation Amount: $307,287.00

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local:
Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☒ No ☐
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-450, 17-386, 16-370, 15-360, 14-394, 13-486, 12-475, 12-79, 11-169, 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 5/9/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Sex Abuse Prevention Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2020—December 31, 2020 for the amount of $307,287. The total prevention contract amount for St. Anne Institute is $522,356.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be supportive, time limited service to address a specific family member’s need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families’ designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Anne Institute—Sex Abuse Prevention Program proposes to provide specialized clinical and case management services to families who are dealing with issues related to the sexual abuse of one or more of their children. All children and families seen in the St. Anne Institute Sex Abuse Prevention Program are actively involved with the Child Protective Services. The overarching goal for this program is resolution of concerns related to the sexual victimization so that there is a reduced risk of foster care placement and/or a reduction in length of foster care placement. Program services will also focus on the development/enhancement of natural community and neighborhood supports, so that the children and families will be able to maintain these connections after services end. Twenty (20) families will be served by this program at one time.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with St. Anne Institute for the provision of Specialty Prevention Services for the Juvenile Sex Offender Program.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $153,618.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with St. Anne Institute for the Provision of Specialty Prevention Services JSOP

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner
Attending Meeting:

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:
Party (Name/address):
St. Anne Institute
160 North Main Avenue
Albany, NY 12206

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $153,618
Scope of Services: Provision of Specialty Prevention Services

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS
Mandated Program/Service:
If Mandated Cite Authority: b

Yes ☒ No ☐Title 4 of Article 6 of the Social Services Law, sections 409-

Is there a Fiscal Impact:
Anticipated in Current Budget:
Yes ☒ No ☐ Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: $64,520.00 $46,085.00 $3,072.00

Appropriation Account and Line: AA6071 44046
Appropriation Amount: $153,618.00

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term:
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation: Yes ☒ No ☐
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-461, 17-387, 16-371, 15-361, 14-397, 13-489, 12-479, 12-78, 11-168
Date of Adoption: 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12,
3/12/12, 5/9/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Anne Institute—Juvenile Sex Offender Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $153,618. The total prevention contract amount for St. Anne Institute is $522,356.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member’s need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families’ designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Anne Institute—Juvenile Sex Offender Program proposes to provide specialized clinical and case management services to youth, ages ten (10) to eighteen (18) years, who have engaged in sexually inappropriate, aggressive, or abusive behavior. The program will also serve the targeted youths’ families, including the parents or other caretakers and siblings. The purpose of this program will be to prevent these youth from entering foster care and also where appropriate, to facilitate their safe and timely return home from foster care. St. Anne Institute services will include clinical and case management services and will also focus on the development/enhancement of natural community and neighborhood supports, so that the children and families will be able to maintain these connections after services end. This program will serve ten (10) youth and their families at one time.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to renew a contractual agreement with St. Catherine's Center for Children for the provision of Prevention Services in the area of Specialty Services- Parent Care Program.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $433,036.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geoghagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Amis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Specialty Prevention Services with St. Catherine's Center for Children

Date: August 28, 2019
Submitted By: Scott McNeilis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep. Gail Geohagen, Commissioner
Attending Meeting:

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☐ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
□ Change Order/Contract Amendment  
□ Purchase (Equipment/Supplies)  
□ Lease (Equipment/Supplies)  
□ Requirements  
☑ Professional Services  
□ Education/Training  
□ Grant  

Choose an item.  
Submission Date Deadline Click or tap to enter a date.

□ Settlement of a Claim  
□ Release of Liability  
□ Other: (state if not listed)  

Contract Terms/Conditions:
Party (Name/address):
St. Catherine’s Center for Children  
40 North Main Avenue  
Albany, NY 12203  

Additional Parties (Names/addresses):  

Click or tap here to enter text.

Amount/Raise Schedule/Fee:  
$433,036

Scope of Services:  
Parent Care Program to serve parents who are significantly affected by developmental disabilities and/or psychiatric disorders and their children, to prevent foster care placement or to expedite permanency for children in foster care

Bond Res. No.:  

Date of Adoption:  

CONCERNING ALL REQUESTS

Mandated Program/Service:  
Yes ☑ No □

If Mandated Cite Authority:  
Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Is there a Fiscal Impact:  
Yes ☑ No □

Anticipated in Current Budget:  
Yes ☑ No □
County Budget Accounts:
Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: $182,698 $130,993 $7,362
Appropriation Account and Line: AA6071 44046
Appropriation Amount: $433,036

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Date of Adoption: 10/9/18, 10/10/17, 11/14/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Catherine’s Center for Children—Parent Care Program for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $433,036. The total prevention contract amount for St. Catherine’s Center for Children is $614,040.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member’s need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families’ designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

St. Catherine’s Center for Children—Parent Care Program proposes to continue to serve parents who are significantly affected by developmental disabilities and/or psychiatric disorders and their children, to prevent foster care placement or to expedite permanency for children in foster care. This program model offers intensive, multi-faceted intervention (several hours per week) for families including concrete, hands-on assistance by a Parent Aide, clinical assessment and therapeutic intervention, and case management services. This program will serve twenty (20) families at one time.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Community Maternity Services for the provision of Specialty Prevention Services.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $247,361.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Specialty Prevention Services with Community Maternity Services

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

**CONCERNING CONTRACT AUTHORIZATIONS**

Type of Contract:
- [ ] Change Order/Contract Amendment
- [ ] Purchase (Equipment/Supplies)
- [ ] Lease (Equipment/Supplies)
- [ ] Requirements
  - [x] Professional Services
- [ ] Education/Training
- [ ] Grant

Choose an item.
Submission Date Deadline: Click or tap to enter a date.
- [ ] Settlement of a Claim
- [ ] Release of Liability
- [ ] Other (state if not listed)

**Contract Terms/Conditions:**
Party (Name/address):
Community Maternity Services
27 North Main Ave
Albany, NY 12203

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $247,361
Scope of Services:
Prevention Services to serve parents with developmental disabilities and/or significant mental health disorders and their children, to prevent foster care placement or to expedite permanency for children in foster care

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

**CONCERNING ALL REQUESTS**
Mandated Program/Service:
Yes [x] No [ ]
If Mandated Cite Authority:
Title 4 of Article 6 of the Social Services Law, sections 409 through 409-

b

Is there a Fiscal Impact:
Yes [x] No [ ]
Anticipated in Current Budget:
Yes [x] No [ ]
County Budget Accounts:
Revenue Account and Line: AA6071 03670 04615 04570
Revenue Amount: $94,492 $69,607 $3,933
Appropriation Account and Line: AA6071 44046
Appropriation Amount: $247,361

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-466, 17-391,16-478, 15-362, 14-386, 13-477, 12-480, 12-82, 11-144
Date of Adoption: 10/9/18, 10/10/17, 11/14/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families

Justification for Contract Authorization with Community Maternity Services

For the Provision of Specialty Prevention Services.

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Community Maternity Services for the provision of Specialty Prevention Services. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $247,361. The total prevention contract amount for Community Maternity Services is $622,508.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Due to the complex challenges facing families, there are times when Specialty Prevention Services are required to assist families in addressing the safety, permanency and well-being of their children. These specialized services may be a supportive, time limited service to address a specific family member’s need or it may be a specialized service which is provided to all family members. These services are designed to prevent the reoccurrence of child abuse/neglect, youth entering or re-entering foster care or to expedite permanency for children and youth in foster care.

Specialty Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families’ designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved. For those Specialty services which are clinically based, such clinical services must include: assessment, diagnostic testing, clinical and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services are to include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff.

Community Maternity Services proposes to serve parents with developmental disabilities and/or significant mental health disorders and their children (with a focus for those birth to five), to prevent foster care placement or to expedite permanency for children in foster care. The proposed services will include case management, parent education, clinical, and case aid supports. Clinical supports will include individual and family counseling and parent education will be delivered in both home and group-based contexts. This program will serve ten (10) families at one time.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Parsons Child and Family Center for the provision of Prevention Services in the area of Clinical Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $1,205,669.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Clinical Prevention Services with Parsons Child and Family Center

Date: August 28, 2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306

Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Parsons Child and Family Center
60 Academy Road
Albany, NY 12208
Additional Parties (Names_addresses):
Click or tap here to enter text.

Amount.Raise Schedule/Fee:
$1,205,669
Scope of Services:
Prevention Program with Community and Recreational Supports services to Albany County residents to effectively address the issues that place children and youth at risk for foster care, residential placement and detention.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☒ No ☐
If Mandated Cite Authority:
Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b
Is there a Fiscal Impact: Yes ☑ No ☐
Anticipated in Current Budget: Yes ☑ No ☐

County Budget Accounts:
Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: $474,310 $340,119 $19,291

Appropriation Account and Line: AA6071 44046
Appropriation Amount: $1,205,669

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-470, 17-380, 16-362, 15-352, 14-396, 13-488, 12-477, 12-76, 11-143
Date of Adoption: 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families
Justification for Contract Authorization with Parsons Child and Family Center
for the Provision of Clinical Prevention Services with Community and
Recreational Supports

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Parsons Child and Family Center for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $1,205,669. The total prevention contract amount for Parsons Child and Family Center is $1,205,669.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063—PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Speciality Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

Parsons Child and Family Center's Clinical Prevention Services Program with Community and Recreational Supports provides comprehensive clinical, case management and family support
services to Albany County residents to effectively address the issues that place children and youth at risk for foster care, residential placement and detention. Services span the spectrum from in-home assessment, treatment, and discharge planning. Masters-level clinicians receive training in engagement and family systems, attachment, permanency, the impact of trauma on children and families, culture and diversity in service planning, building resiliency in children and families as well as innovative evidence-based practice models proven as effective therapeutic interventions. Service providers work with families in their home, offer flexible scheduling, collaborate with other service providers and provide innovative treatment. Assistance is provided to the family in developing a discharge plan, which builds on their achievements, encourages them to stay connected to community and familial supports while providing any needed information and/or ongoing referral. An overarching goal of the program is to prepare the family for discharge, leaving them better equipped to manage their stressors and connected to the enduring relationships and resources that will help propel them forward.

Parsons will provide Clinical Prevention Services with Community and Recreational Supports to sixty (60) COUNTY families with children, age birth through eighteen, who are at risk of out-of-home placement, or are returning from foster care as the result of child abuse/neglect issues.

Parsons Prevention Services helps parents and children flourish by drawing on their natural strengths while creating individualized service plans. The service occurs with families in their home, offers flexible scheduling, and collaborates with other service providers to provide innovative, strength-based treatment. They also assist families to identify, and create links to, community resources, as well as assist the family in developing a discharge plan, which builds on their achievements, encourages them to stay connected to community and familial supports, while providing any needed information and/or ongoing referral.

Parsons Prevention Program is supported by an agency that has a state of the art training facility and a staff committed to the ideals of family preservation, enduring connections and optimizing individual and family wellness. Their mission statement sets the course for all actions: “We support children and families as they create their futures.”

Performance targets:

- 90% of all families referred to Parsons Prevention Program will be engaged within twenty-four (24) hours.
- 90% of all children will not come into County custody while receiving Prevention Services
- 80% of families will demonstrate an increase in safety and a reduction in risk of the factor(s) associated with the referral for Preventive Services as per standardized measures at baseline, on a three (3) month cycle for the duration of the case, and upon discharge.
- 80% of all families will be directly linked to at least one (1) community-based recreational or support resource, which they will utilize during the period of preventive services and will remain available to them following discharge.
- 80% of youth ages six (6) – sixteen (16) who have been identified as struggling with school attendance will improve their school attendance.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Cayuga Centers for the provision of Prevention Services in the area of Clinical Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $231,724.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with Cayuga Centers for the Provision of Clinical Prevention Services

Date: August 28, 2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:
Party (Name/address):
Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee:
Scope of Services:
$231,724.00
Provision of Sex Abuse Prevention Program

Bond Res. No.:
Date of Adoption:
Click or tap here to enter text.
Click or tap here to enter text.

CONCERNING ALL REQUESTS
Mandated Program/Service:
If Mandated Cite Authority:

Yes ☒ No ☐
Title 4 of Article 6 of the Social Services Law, sections 409-b

Is there a Fiscal Impact:
Anticipated in Current Budget:
Yes ☒ No ☐
Yes ☒ No ☐

County Budget Accounts:
**File #:** TMP-1101, **Version:** 1

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</tbody>
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**Source of Funding - (Percentages)**

- Federal: 50.6
- State: 18.3
- County: 31.1
- Local: Click or tap here to enter text.

**Term**

- Term: (Start and end date) 1/1/2020 - 12/31/2020
- Length of Contract: 12 Months

**Impact on Pending Litigation**

- Yes ☑  No ☐
- If yes, explain: Click or tap here to enter text.

**Previous requests for Identical or Similar Action:**

- Resolution/Law Number: 18-473, 17-384, 16-365, 15-355
- Date of Adoption: 10/9/18, 10/10/17, 9/12/16, 9/14/15

**Justification:** (state briefly why legislative action is requested)

- Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $231,724. The total prevention contract amount for Cayuga Centers is $231,724.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

Cayuga Centers is proposing Clinical Services through their Intensive Family Support Program (IFSP) that target at risk families with children age birth to five years old. Please note, this
particular age range has been identified by the Department to account for our highest admissions
to foster care and as such, clinical services targeted to this age group meets an acute need. The
IFSP Social Worker will meet with the family 2-3 times per week in the home for the first 2-3
months of the case, decreasing in intensity, based on the needs and progress of the family.
Cayuga Centers utilizes both the Home Builders model as well as the Trauma Systems Therapy
(TST) model as the basis for their service delivery. The Home Builders model first created and
utilized in Tacoma, Washington in 1978 is a strength-based approach which utilizes family crisis
as an opportunity for change. TST is a research-based model developed by New York University
(NYU) and focuses on addressing untreated trauma. This program will have seventeen (17)
available slots.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Prevention Services in the area of Clinical Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $1,456,677.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Contract Authorization for Clinical Prevention Services with Trinity Alliance

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohaen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS
Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap to enter text.

Contract Terms/Conditions:
Party (Name/address):
Trinity Alliance of the Capital Region, Inc
15 Trinity Pl
Albany, NY 12202

Additional Parties (Names(addresses)):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $1,456,677
Scope of Services: Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS
Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-
b

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line:  AA6071  03670  04615  04670
Revenue Amount:          $614,572  $440,645  $24,764
Appropriation Account and Line: AA6071  44046
Appropriation Amount:      $1,456,677

Source of Funding - (Percentages)
Federal:                  50.6
State:                    18.3
County:                   31.1
Local:                    Click or tap here to enter text.

Term
Term: (Start and end date)  1/1/2020 - 12/31/2020
Length of Contract:         12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain:             Click or tap here to enter text.

Previous requests for identical or Similar Action:
Resolution/Law Number:       18-472, 17-382, 16-364, 15-354, 14-393, 13-485, 12-474, 12-75, 11-141
Date of Adoption:            10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Trinity Alliance of the Capital Region, Inc. for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $1,456,677. The total prevention contract amount for Trinity Alliance of the Capital Region, Inc is $1,456,677.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063—PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.
Trinity Alliance of the Capital Region is proposing to provide Clinical Prevention Services with Community and Recreational Supports to eighty (80) Albany County families with children, age birth through eighteen, who are at risk of out-of-home placement, or are returning from foster care as the result of child abuse/neglect issues. Program services will emanate from three sites, the Arbor Hill Center, Colonie Outreach Center, and the Trinity Center in Albany’s South End, and will offer an exclusively community located, comprehensive and seamless service delivery system. Trinity prevention clinical services program is offered from the evidenced-based framework of cognitive behavioral solution-oriented therapy and trauma focused cognitive behavior therapy. The program will be organized in clinical teams of a Masters level clinician and seasoned service navigators, buttressed by Trinity’s body of case and social worker staff from a various domains. Trinity’s programs operate with a complement of multi-cultural staff. Family and youth will participate in all phases of the program, and discrete resources will be devoted to the non-custodial parent. The program will emphasis rapid engagement, consistent and intensive service delivery, and will adhere to all the mandated program, communication, reporting and documentation requirements of ACDCYF. Through existing and new service agreements with other agencies, Trinity will offer internal and external seamless family clinical and community and recreational support wrap-around services that can effectively address families’ real problems in concrete, real-time ways and provide a foundation for long term stabilization.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Community Maternity Services for the provision of Clinical Prevention Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $375,147.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Amis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Clinical Prevention Services with Community Maternity Services

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
File #: TMP-1096, Version: 1

☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: 
Source of Funds: 
Title Change: 

CONCERNING CONTRACT AUTHORIZATIONS
Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline 

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) 

Contract Terms/Conditions:
Party (Name/address):
Community Maternity Services
27 North Main Ave
Albany, NY 12203

Additional Parties (Names(addresses)):

Amount/Raise Schedule/Fee: $375,147
Scope of Services: Prevention Services Program with Community and Recreational Supports designed to prevent children and youth from entering foster care, and to provide services for youth discharged from foster care and their families
Bond Res. No.: 
Date of Adoption: 

CONCERNING ALL REQUESTS
Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: 

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: $158,275 $113,482 $6,377
Appropriation Account and Line: AA6071 44046
Appropriation Amount: $375,147

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-469, 17-381, 16-363, 15-353, 14-386, 13-477, 12-480, 12-82, 11-144
Date of Adoption: 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Community Maternity Services for the provision of Clinical Prevention Services with Community and Recreational Supports. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $375,147. The total prevention contract amount for Community Maternity Services is $622,508.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

Community Maternity Service’s Clinical Prevention Services Program with Community and Recreational Supports proposes to offer a full array of services designed to prevent children and
youth from entering foster care, and to provide services for youth discharged from foster care and their families. Community Maternity Services is proposing a tiered model for services with an increased level of services for families presenting with factors indicating a higher risk of foster care placement. The target populations for Community Maternity Services are pregnant and parenting teens and families affected by parental mental health or developmental disabilities. The proposed program will serve families from any geographic location in the county. Services will be provided by clinical LMSW staff and FT Sr. Case Planner. Families will be assessed using a Trauma Assessment. All services at Community Maternity Services employ strengths based, child centered, family systems techniques within a staff-to- parent/caregiver partnership model that seeks to empower parents/caregivers, protect children, connect families to on-going natural and community supports and strengthen family bonds and functioning via crisis intervention and resolution. This program has 30 available slots.

Community Maternity Services will provide families whose children are at risk of foster care placement. Preference will be given to families with children between 0 and 5 years of age, but all families referred will be accepted for services. Case planning services, parent education as well as clinical counseling services will be provided for each family member as the need is identified by the clinician’s ongoing assessment. In cases where there is a child placed in foster care, Community Maternity Services will provide support and parent education through supervised visitation. Families will be linked to community based supports in the form of recreational, social, religious and educational services related to their particular family composition, interests and needs that can be sustained after Prevention Services are terminated.

It is important to engage mother and father as well as other extended family members as needed in planning for safety and stability for the child/children. Community Maternity Services will reach out to non-participating fathers to engage them in services in planning for their children, through phone calls, emails, letters, and any other communication resources available at the beginning, and during the course of service delivery. In cases where the father is unknown, an inquiry will be made to the Putative Father’s Registry. Other relatives will be identified and assessed related to providing support to the family to maintain a safe home. Community Maternity Services is proposing to address these goals by providing case planning, counseling and linking families to community supports.

Performance targets:

- 90% of all cases referred will be engaged within twenty-four (24) hours
- 90% of all children will not come into COUNTY custody while receiving Prevention Services
- 90% of families will demonstrate enhanced family stability across at least two (2) indicator domains pre and post testing using the Family Stability Index
- 85% of parents will improve by at least 2 standard deviations across at least three (3) parenting domains based on standardized pre and post-tests (AAPI and NPQ)
- 90% of families who are successfully discharged will report that the prevention services they received were “helpful” or “very helpful” in resolving their child’s risk of foster care placement at discharge.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with St. Catherine’s Center for Children for the provision of Clinical Prevention Services with Community and Recreational Supports.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $181,004.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel

426
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Clinical Prevention Services with St. Catherine's Center for Children

Date: August 28, 2019
Submitted By: Scott McNalis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS
Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:
Party (Name/address):
St. Catherine’s Center for Children
40 North Main Avenue
Albany, NY 12203
Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $181,004
Scope of Services:
BKW Connections Program serves families of children who attend
schools of the Berne-Knox-Westerlo region, who are at risk of foster care placement due to inappropriate behaviors at
school, which may inevitably reflect unaddressed familial challenges.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS
Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
Title 4 of Article 6 of the Social Services Law, sections 409 through 409-
b

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: $73,356 $54,754 $3,077

Appropriation Account and Line: AA6071
Appropriation Amount: $181,004

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Date of Adoption: 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/13, 3/12/12, 4/11/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families

Justification for Contract Authorization with St. Catherine’s Center for Children
for the Provision of Clinical Prevention Services with Community and Recreational Supports

The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with St. Catherine’s Center for Children—BKW Connections Program for the provision of Clinical Prevention Services. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $181,004. The total prevention contract amount for St. Catherine’s Center for Children is $614,040.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063— PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Many families and their children have been impacted by complex trauma, suffer from mental health issues, substance abuse issues and domestic violence. These children are either at significant risk of foster care placement or have been placed in foster care. It is necessary for Albany County to have creative and strategic programming that intervenes with the family immediately, assists the children and works with the foster care system inclusive of Family Court and Child Protective Services to expedite permanency and increase family functioning.

Clinical Prevention Services with Community and Recreational Supports include: assessment, diagnostic testing, case and specialized therapies provided by a person who has received a Master of Social Work degree, Master of Mental Health Counseling degree or is a licensed Psychologist. Assessment and clinical services include family and individual interviews, contact with collateral agencies, schools, extended family and natural supports and diligent communication with Albany County staff. The therapist meets with the family/family members a minimum of once per week, for a minimum of 1 hour, and are available to the family during any crisis situation. Clinical Services occur in a variety of locations, but the family need dictates this. Clinical services occur in the family residence at least twice per month. All professionals schedule appointments at the convenience of the family.

St. Catherine’s Center for Children—BKW Connections Program proposes to continue to serve the children, ages four (4) to thirteen (13), who attend one of the region’s elementary and/or middle schools, and their families of the Berne-Knox-Westerlo region of Albany County. These students are at risk of foster care placement due to struggling with in appropriate behaviors at school, which may inevitably reflect unaddressed familial challenges including substance abuse or mental health concerns and/or domestic violence. BKW Connections Program is an evidence-based prevention program (utilizes Trauma-Focused Cognitive Behavioral therapy) model, which will include assessment, diagnostic testing, clinical services and an afterschool children’s group. It is operated in collaboration with the BKW School District and Albany County, and was initially implemented to meet the unmet needs of children at risk of, or in foster care and their families in this underserved area. This program will serve fifteen (15) families at one time.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY  12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with LaSalle School for the provision of Prevention Services in the area of Juvenile Justice Services.

The requested agreement is for the term of January 1, 2020 – December 31, 2020 in the amount of $661,279.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc:  Dennis Feeney, Majority Leader
     Frank Mauriello, Minority Leader
     Kevin Cannizzaro, Majority Counsel
     Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Juvenile Justice Prevention Services with LaSalle School (as a Collaboration)

Date: August 28, 2019
Submitted By: Scott McNeils
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☐ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Horne Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) 

Contract Terms/Conditions:
Party (Name/address):
LaSalle School
391 Western Avenue
Albany, NY 12203

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee:
Scope of Services:

$661,279
children age birth to five years old.

Yes ☒ No ☐
Title 4 of Article 6 of the Social Services Law, sections 409 through 409-b

Bond Res. No.:
Date of Adoption:

Yes ☒ No ☐

Is there a Fiscal Impact:
Anticipated in Current Budget:

Yes ☒ No ☐
Yes ☒ No ☐
File #: TMP-1099, Version: 1

County Budget Accounts:
Revenue Account and Line: AA6071
Revenue Amount: $278,994 $200,037 $11,242

Appropriation Account and Line: AA6071
Appropriation Amount: $661,279

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Date of Adoption: 11/13/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12, 3/12/12, 2/14/11, 12/5/11

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with LaSalle School—Juvenile Reporting Center for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2020—December 31, 2020 for the amount of $661,279.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063—PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse; neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interests the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County sought a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care to reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism.

Juvenile Justice Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families’ designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved.

LaSalle’s Juvenile Reporting and Family Center (JRFC) is a collaborative effort between the LaSalle School, Saint Anne Institute, and St. Catherine’s Center for Children to provide a cost effective alternative to detention for youths age 9 – 17 within Albany County and connect youths and their families with holistic services through the program’s Service Partners to address the risk
factors and provide protective factors to referred youths and their families in a safe and neutral location. This collateral programming will be tailored to each family, provide custom designed discharge planning to foster meaningful connections to their community and natural supports, and may include, but is not limited to: substance abuse treatment, mediation services, mentoring, employment planning, recreation, school based organizations and parental empowerment. The JRFC and their service partners share the vision of providing services and supports which will positively impact the youth and families involved with the Juvenile Justice System and reduce recidivism.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Berkshire Farm Center for Youth for the provision of Prevention Services in the area of Juvenile Justice Services.

The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $309,950.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc:  Dennis Feeney, Majority Leader
     Frank Mauraillo, Minority Leader
     Kevin Cannizzaro, Majority Counsel
     Aris Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Juvenile Justice Prevention Services with Berkshire Farm Center and Services for Youth

Date: August 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
☐ Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Berkshire Farm Center and Services for Youth
500 New Karner Road 3rd Fl
Albany, NY 12205

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $309,950
Scope of Services: Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Title 4 of Article 6 of the Social Services Law, sections 409 through 409-

b
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA6071 03670 04615 04670
Revenue Amount: $130,179 $93,760 $5,269

Appropriation Account and Line: AA6071 44046
Appropriation Amount: $309,950.00

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Date of Adoption: 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13, 12/3/12

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Berkshire Farm Center and Services for Youth—Home Run Program for the provision of Juvenile Justice Prevention Services. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $309,950. The total prevention contract amount for Berkshire Farm Center for Youth is $411,450.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services—RFP-2018-063—PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interests the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County sought a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care to reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism.

Juvenile Justice Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families' designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved.

Berkshire Farm Center and Services for Youth’s Home Run Program is an intensive client centered, family focused school, community, and home-based truancy prevention program for at-risk youth. The program provides an array of services, including assessments, crisis intervention,
individual and family counseling, and linkages to recreational activities and community supports. The Home Run Program will operate at participating schools in the following School Districts: City of Cohoes, City of Watervliet, Green Island, South Colonie and Guilderland. The target population is youth and families who are at-risk for out-of-home placement due to a presenting issue of truancy. The goals of the Home Run Program are to reduce the incidence of truancy; improve the social, emotional, and academic competencies of youth; reduce negative youth behaviors such as violence and crime; empower youth and families in all aspects of service delivery; increase parental involvement in school and in the community; and provide families with the skills and resources they need so youth will remain successfully in their homes and communities. Berkshire Farm Center and Services or youth Home run program would provide services for up to thirty (30) Albany County families.
September 10, 2019

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into contractual agreement with Cornell Cooperative Extension for the provision of Prevention services in the area of Juvenile Justice Services.

The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $103,550.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with Cornell Cooperative Extension for Provision of Juvenile Justice
Prevention Services

Date: August 28, 2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Geohagen, Commissioner

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONcerning BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
 Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:
Party (Name/address):
Cornell Cooperative Extension Albany County
24 Martin Road
P.O. Box 497
Voorheesville, NY 12186
Additional Parties (Names(addresses)):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: $103,550
Scope of Services: Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either.

Bond Res. No.
Date of Adoption

CONCERNING ALL REQUESTS
Mandated Program/Service:
If Mandated Cite Authority: Yes ☒ No ☐

Is there a Fiscal Impact:
Anticipated in Current Budget:

Yes ☒ No ☐ Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6071 03570 04615 04670
Revenue Amount: $43,688 $31,324 $1,760
Appropriation Account and Line: AA6071 44046
Appropriation Amount: $103,550

Source of Funding - (Percentages)
Federal: 50.6
State: 18.3
County: 31.1
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-463, 17-385, 16-369, 15-359, 14-387, 13-478
Date of Adoption: 10/9/18, 10/10/17, 9/12/16, 9/14/15, 10/14/14, 11/12/13

Justification: (state briefly why legislative action is requested)
Please see attached
The Department for Children, Youth and Families respectfully requests legislative authorization to enter into a contractual agreement with Cornell Cooperative Extension for the provision of Juvenile Justice Services. The requested contract term is for January 1, 2020 – December 31, 2020 for the amount of $103,550. The total prevention contract amount for Cornell Cooperative Extension is $103,550.

The Department, in collaboration with the Department of Probation, issued a Request for Proposals for Prevention Services-- RFP-2018-063-- PREVENTION SERVICES: Juvenile Justice Services, Clinical Services with Community and Recreational Supports, and Specialty Services on May 17, 2018 with responses due June 29, 2018. Prevention programming focuses on either preventing children from entering foster care, detention or shortening their stay if placed in either. Children enter care either as a result of abuse, neglect and/or Juvenile Justice involvement. This is the first of two allowable renewals of this contract.

The Department recognizes the importance and necessity for the development of effective collaborations in order to meet the complex needs of families and children within the shrinking fiscal resources. As such, the RFP issued promoted innovative, creative approaches to meet the needs of children and families and allowed much flexibility for agencies to propose how to most effectively do so. It does require a formal collaborative, whereas the prevention service has a reciprocal relationship with either a Youth Bureau funded, and/or community agency for the children and their families to have diverse, holistic programming of formalized and recreational/community based services. It also requires that all children in the family that are five (5) years and older, must be engaged in at least one consistent recreational or community support activity. The parent/guardians must also be engaged with a community support activity. The idea is that these supports will remain in place for the family when the formal services have ended.

Youth enter the Juvenile Justice system either due to criminal behavior (Juvenile Delinquency) or due to truant, incorrigible, and/or disruptive behaviors beyond parental control (Person in Need of Supervision). Albany County believes that structured services alone are not sufficient and there is a necessary need to expand services to include youth engagement to determine what interests the youth and to be able to connect them through community services, employment and skill training, and recreational connections. Albany County sought a continuum of Juvenile Justice preventive services designed as an alternative to detention and foster care to reduce the utilization of detention services, increase delinquency prevention and decrease youth arrests. This will ultimately prevent youth from entering foster care, expedite permanency for youth in foster care, and reduce recidivism.

Juvenile Justice Prevention Services include face to face contact with the family at a minimum once (1) per week, for a minimum of one (1) hour. Such contact must occur at least twice (2) monthly in the family residence. Such services occur in a variety of locations but the family need dictates this. All professionals schedule appointments at the convenience of the family. As the families’ designated case planning agency, the provider will be responsible for service coordination amongst any other agencies involved.

Cornell Cooperative Extension is proposing to provide Juvenile Justice Services programming through the Strengthening Families and Urban Four H service models. Strengthening Families is an evidence-based program and utilizes a parent, youth and family skills-building curriculum
designed to strengthen parenting skills, build family strengths, and prevent teen substance abuse and other behavior problems. The target population for this service are parents and their youth, ages 10-15, (this program can be adapted to serve the 16-17 yrs old population if there is a need), who are involved in the Juvenile Drug Court or with ACDCYF services and are at risk of detention and foster care placement. Groups are held up to 4 times per year for 10-20 families. The Urban 4H Program will be conducted in such topic areas as forensics, gardening, environmental education, animal science, food preparation and healthy eating, and career exploration. Youth, who are participating in the Albany County Juvenile Drug Court Program, Probation or DCYF services, who are at risk of detention and foster care placement and their families, can be referred for participation in this program.
September 4, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Mental Health is in receipt of a NYS OASAS Opioid Response Grant (Resolution # 237 June 2019) and requests permission for a budget amendment and contract authorization in the amount of $251,050. These funds will be utilized to develop outreach and engagement services in order to reach populations that have historically been difficult to engage (e.g., rural populations), build partnerships with the addiction provider community as well as with the general medical and emergency care systems to enhance treatment services countywide, provide community education, and improve overall access to resources for individuals with opioid use disorder. Additionally, these funds will be specifically utilized to enhance the ACCESS Hilltowns ability to respond to community need as it relates to providing addiction information, education and addiction services; and, will be utilized to develop a countywide opioid overdose survivor mobile follow-up program.

Feel free to contact me or Kelle Roberts if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

cc: Hon. Dennis A. Feehey, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization and Budget Amendment to accept $251,050 from NYS OASAS

Date: September 4, 2019
Submitted By: Kelle Roberts
Department: Mental Health
Title: Associate Director of Fiscal Operations
Phone: 518-447-2023
Department Rep.: Dr. Stephen Giordano
Attending Meeting:

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☒ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☒ Contractual
☒ Equipment
☒ Fringe
☒ Personnel
☐ Personnel Non-Individual
☒ Revenue
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Research Foundation for Mental Hygiene, Inc. (for NYS OASAS)
150 Broadway, Suite 301
Menands, NY 12204-2726

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $251,050
Scope of Services: Provide outreach and engagement services for individuals with opioid use disorder.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☐ No ☒
County Budget Accounts:
Revenue Account and Line: A44310.04486
Revenue Amount: $251,050

Appropriation Account and Line: See Attached budget amendment
Appropriation Amount: $251,050

Source of Funding - (Percentages)
Federal: 100%
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 10/1/2019-9/29/2020
Length of Contract: 1 year

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 237
Date of Adoption: 6/10/2019

Justification: (state briefly why legislative action is requested)
The Department of Mental Health is in receipt of a New York State OASAS Opioid Response Grant (Resolution #237) and requests permission for a budget amendment and contract authorization in the amount of $251,050. These funds will be utilized to develop outreach and engagement services in order to reach populations that have historically been difficult to engage (e.g. rural populations), build partnerships with the addiction provider community as well as with the general medical and emergency care systems to enhance treatment services countywide, provide community education, and improve overall access to resources for individuals with opioid use disorder. Additionally, these funds will be specifically utilized to enhance the ACCESS Hilltowns ability to respond to community needs as it relates to providing addiction information, education and addiction services; and, will be utilized to develop a countywide opioid overdose survivor mobile follow-up program.
<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tbody>
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<td>CASAC 35</td>
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<td>$47,000.00</td>
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**TOTAL APPROPRIATIONS**

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<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>DECREASE</th>
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<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tbody>
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<td>Narcotics Addiction Control (OASAS Grant)</td>
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<td>$122,388.00</td>
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</tr>
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**TOTAL ESTIMATED REVENUES**

| GRAND TOTALS | $122,388.00 | $122,388.00 |
# Subaward Agreement

<table>
<thead>
<tr>
<th>Institution/Organization (&quot;INSTITUTION&quot;)</th>
<th>Name: Research Foundation for Mental Hygiene, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: Riverview Center, 150 Broadway, Suite 301, Menands, New York, 12204-2726</td>
<td></td>
</tr>
<tr>
<td>Prime Award No. 8H79TD81718-01</td>
<td>CFDA No: 93.788</td>
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<tr>
<td>FAIN No.: H79TD81718</td>
<td></td>
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<tr>
<td>Org/PTA: 550 CO OASAS 1015335/1/27213</td>
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<table>
<thead>
<tr>
<th>Institution/Organization (&quot;SUBRECIPIENT&quot;)</th>
<th>Name: Albany County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address: 112 State St, Room 1340, Albany, New York 12207-3224</td>
<td></td>
</tr>
<tr>
<td>EIN No.: 14-6002563</td>
<td></td>
</tr>
<tr>
<td>DUNS No.: 060536653</td>
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For RFMH Use Only: 
- [ ] New P.O. #
- [ ] Change P.O. #
- Total to be encumbered: $251,050
- Subaward first $25,000
- Subaward above $25,000
- Subaward above $25,000

| Project Title | NYS OASAS SOR Supplemental |

## Terms and Conditions

1) Institution hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): as specified in Subrecipient's proposal dated 01/27/2019, or as shown in Attachment 5. In its performance of subaward work, Subrecipient shall be an independent entity and not an employee or agent of Institution. When hiring employees or engaging consultants, Subrecipient shall not incur a commitment to pay, nor shall it pay, individuals who are Research Foundation or New York State Department of Mental Hygiene (DMH) employees without prior approval from Institution.

2) Institution shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Institution's standard invoice or a facsimile thereof as shown in Attachment 6. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3A.

3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to Institution's Financial Contact NOT LATER than sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.

4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of error, an audit finding, or other matter against Subrecipient.

5) Matters concerning the performance of this subaward should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Reports are required as shown in Attachment 1.

6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.

7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, or agents, to the extent allowed by law. Subrecipient warrants that it presently maintains general liability and professional liability coverage of not less than $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate and agrees to maintain such coverage in effect throughout the term of this agreement. Each party agrees to provide each other with current certificates of insurance upon request.

8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. Institution shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR Part 200, or 45 CFR Part 74 Appendix E, Principles for Determining Costs Applicable to Research & Development under Grants and Contracts with Hospitals, as applicable.

9) No-cost extensions require the approval of the Institution. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than thirty days prior to the desired effective date of the requested change.

10) The Subaward is subject to the terms and conditions of the Prime Award as noted in Attachment 4, and other special terms and conditions, as identified in Attachments 1 and 2.

11) By signing below Subrecipient makes the certifications and assurances referenced in Attachments 1 and 2.

12) This Subaward shall be governed by the laws of the State of New York without regard to its choice of law provisions.

By an Authorized Official of INSTITUTION: 

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert E. Burke, Managing Director</td>
<td></td>
</tr>
</tbody>
</table>

By an Authorized Official of SUBRECIPIENT: 

<table>
<thead>
<tr>
<th>Name</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tara Gabriel</td>
<td></td>
</tr>
</tbody>
</table>

Version January 2018