

**AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
LIEDKIE MOVING AND STORAGE. INC.**

PURSUANT TO RESOLUTION NO. 413, ADOPTED 10/15/2019

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, 2020 and will continue in effect through December 31, 2020. 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 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 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

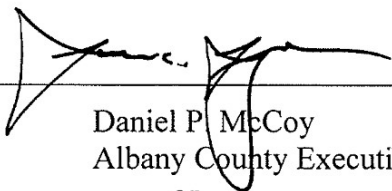
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

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

DATE: 1/29/2020

BY: 

Daniel P. McCoy
Albany County Executive
or
Daniel C. Lynch
Deputy County Executive

LIEDKIE MOVING
AND STORAGE, INC.

DATE: 12/13/19

BY: 
Signature


Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

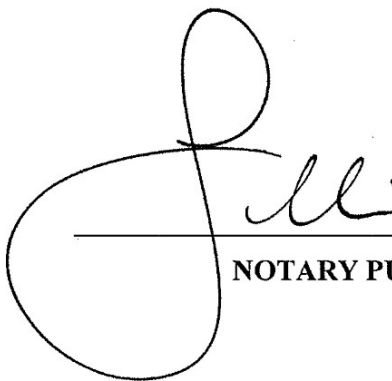
On the ___ day of _____, 20___, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his 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 ALBANY) SS.:

On the 29 day of January, 2020 before me, the undersigned, personally appeared Daniel C Lynch, 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.

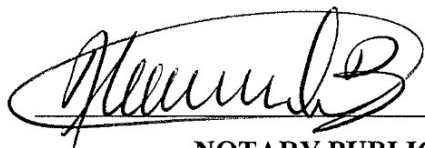
MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2023


NOTARY PUBLIC

STATE OF New York)
COUNTY OF Schenectady) SS.:

On the 13 day of December, 2019, before me, the undersigned, personally appeared Thomas A. Tama 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.

HANNAH BARR
Notary Public, State of New York
Qualified in Schenectady County
No. 01BA6385876
Commission Expires Jan. 14, 2023


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 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:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Personal Injury	\$1,000,000

SCHEDULE B

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

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).

Liedkie Moving & Storage Inc.
Organization

[Signature]
Authorized Signature

[Signature] 12-13-19
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.

Liedtke Moving & Storage Inc
Organization


Authorized Signature

 12-13-19
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:

Hourly Rate	\$96	(3 hour minimum)	2 workers
Additional Help	\$30	per hour	1 additional worker if needed

Moving Cost at flat rate:

# of Household Members	Amount of Boxes (maximum)	# of Bedrooms	Flat Rate
1	10	1	288
2	15	2	384
3	20	3	504
4	25	4	786
5	30	5	882
6+	35	6+	1,008
Flat rate charge includes moves within a 25 mile radius			

Storage Cost:

Overnight storage	\$150 a day	storage on a truck	26-28 foot
Short Term Storage	\$1.44 per day	per pod	5'x7'x7'
Medium Term Storage	\$9 per week	per pod	5'x7'x7'
Long Term Storage	\$36 per Month	per pod	5'x7'x7'

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2020

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

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

PRODUCER USI Insurance Services 220 Salina Meadows Suite 210 Syracuse, NY 13212	CONTACT NAME: USI Insurance Services	
	PHONE (A/C, No, Ext): (315) 295-3799	FAX (A/C, No): (315) 295-3785
E-MAIL ADDRESS: CLSyracuse@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Transguard Insurance Company of America		28886
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

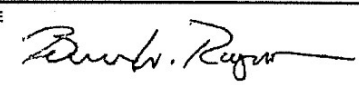
INSURED
 Liedkie Moving & Storage, Inc.
 2696 Curry Road
 Rotterdam NY 12303

COVERAGES **CERTIFICATE NUMBER:** 53676497 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			TCP000131202	1/19/2020	1/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TCP000131202	1/19/2020	1/19/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TCU000088902	1/19/2020	1/19/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine Including Cargo			TCP000131202	1/19/2020	1/19/2021	Per Vehicle 200,000 Per Occurrence 400,000

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

CERTIFICATE HOLDER Albany County DDS 162 Washington Avenue Albany NY 12210	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Bruce Rogers

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 00010096

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY USI Insurance Services		NAMED INSURED Liedkie Moving & Storage, Inc. 2696 Curry Road Rotterdam NY 12303	
POLICY NUMBER TCP000131202			
CARRIER Transguard Insurance Company of America	NAIC CODE 28886	EFFECTIVE DATE: 1/19/2020	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Albany County DDS

ADDRESS: 162 Washington Avenue Albany NY 12210

To the extent covered by endorsement form(s):

General Liability

064043 (11/08) - General Liability Enhancements-includes additional insured, waiver of subrogation.

064044 (11/08) - AI-Insured Contracts

Auto Liability

014089NY (04/12) - Motor Carrier Enhancement-includes additional insured and waiver of subrogation.

CA9944 (12-93) - Loss Payable Clause



New York State Insurance Fund

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 141707071
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038



SCAN TO VALIDATE AND SUBSCRIBE

Table with 4 columns: POLICY NUMBER (Z2059 485-9), CERTIFICATE NUMBER (750621), POLICY PERIOD (10/01/2019 TO 10/01/2020), DATE (1/23/2020). Includes sections for POLICYHOLDER (LIEDKIE MOVING AND STORAGE INC) and CERTIFICATE HOLDER (ALBANY COUNTY DEPARTMENT OF SOCIAL SERVICE).

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2059 485-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

Handwritten signature of Stuart Bell

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 92728555

RESOLUTION NO. 413

AUTHORIZING AGREEMENTS REGARDING MOVING AND STORAGE SERVICES FOR ELIGIBLE TEMPORARY ASSISTANCE RECIPIENTS

Introduced: 10/15/19

By Social Services Committee:

WHEREAS, Local Social Services districts are required to provide for payment of moving services on behalf of eligible temporary assistance recipients, and

WHEREAS, The Commissioner of the Department of Social Services has recommended that the County enter into agreements with New York State Department of Transportation approved carriers, Don's Moving & Storage and Liedkie Moving & Storage, for moving and storage services in an amount not to exceed \$150,000 for a term commencing January 1, 2020 and ending December 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the following carriers regarding moving and storage services for eligible public assistance recipients in an amount not to exceed \$150,000 for a term commencing January 1, 2020 and ending December 31, 2020:

Don's Moving & Storage
897 Broadway
Albany, NY 12207

Liedkie Moving & Storage
2696 Curry Rd.
Schenectady, NY 12303

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote - 10/15/19



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
EXECUTIVE DEPUTY
COMMISSIONER

VALERIE SACKS
DEPUTY COMMISSIONER

August 4, 2020

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

Dear Chairman Joyce,

Approval is requested to renew an agreement with The Altamont Program, Inc. to provide employment and related services for recipients of Temporary Assistance to achieve the most efficient and effective means of facilitating people from public dependency to the workforce and, therefore, to self-supporting lifestyles.

The Altamont Program, Inc. will provide in-program retention services from the first day the individual is enrolled. Strategies will be developed to keep individuals active in all aspects at all points in the program and specific efforts will be made to keep the drop-out rate to a minimum. The provider will also be providing intensive case management and linkage services.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1774, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Altamont)

Date: 7/21/2020
Submitted By: Joseph J DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

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

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):

The Altamont Program, Inc.
428 Duane Avenue
Schenectady, New York 12304

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$529,700

Scope of Services: The Altamont Program will provide the necessary tools and resources to facilitate Albany County Department of Social Services clients' readiness for, and access to, employment that will lead to self-sufficiency.

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: AA6010 04615
Revenue Amount: \$501,700.00

Appropriation Account and Line: AA6010 44052
Appropriation Amount: \$529,700.00

Source of Funding - (Percentages)

Federal: 94.7%
State:
County: 5.3%
Local:

Term

Term: (Start and end date) 1/1/2021-12/31/2021
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: 375
Date of Adoption: 9/9/2019

Justification: (state briefly why legislative action is requested)

Approval is requested to renew an agreement with The Altamont Program, Inc. to provide employment and related services for recipients of Temporary Assistance to achieve the most efficient and effective means of facilitating people from public dependency to the workforce and, therefore, to self-supporting lifestyles. ACDSS has adopted a Work First/Labor force attachment approach utilizing three steps:

1. Preparation for employment;
2. Employment, retention and re-employment
3. Skills upgrade for income enhancement and better employment opportunities

The Altamont Program provides in-program retention services from the first day the individual is enrolled. Strategies are developed to keep individuals active in all aspects, at all points, in the program. Specific efforts are made to keep the drop-out rate to a minimum. The Altamont Program provides intensive case management and linkage through:

- Preparation to employment beginning with orientation to employment requirements

- Individual assessments and the development of an Individual Employment Plan (IEP) with short and long term goals, reassessment and update of the IEP as necessary
- Pre-employment job readiness and job skills training including employment preparedness skills
- Resume preparation
- Job searching skills
- Referral to cooperating programs and services; single point of referral and linkage to appropriate community resources for specified services including, but not limited to:
 - o essential expertise and resources,
 - o vocational rehabilitation services,
 - o employment services,
 - o educational and training services
 - o job development
 - o work experience and community service development/placement
- Employment, retention and re-employment (understanding the correlation between employment, budgeting, asset development, credit/banking and self-sufficiency):
 - o Accessing tax credits
 - o Job placement to facilitate achievement if the maximum degree of self-sufficiency through work appropriate to an individual's skill levels that will secure them full-time employment with a focus on a career or employment ladder
 - o Retentions services for 6 months post TA closing aimed at increasing an individual's economic stability maximizing available assets
 - o Providing an outreach packet on transitional services available designed to improve an individual's prospect of long term self-sufficiency and economic independence by developing skills and resources that support an individual and preventing a return to public assistance
- Skills upgrade for income enhancement and better employment opportunities include but not limited to:
 - o Maximize education and training to prepare an individual for the current job market
 - o Increase access to targeted training for jobs in high growth industries and Career Pathways programing
 - o Encourage participation in up to a 4 year college degree program for individuals who participate in work activities for 20 hours per week and are able to maintain an appropriate GPA of C
 - o Reassess and evaluate the underemployed for skills enhancement

o Linkage to Job Clubs and other mentoring resources

As a result of COVID-19, Altamont Program, Inc. has and will continue to work with our clients through phone and electronic contact, to track employment for those clients who have remained employed and who are moving toward Zoom and/or Google Meet Career Adult Life Skill classes, for those clients who have access to the technology. Additionally, the Altamont Program has been able to reach out to the Albany County community to explore and develop Work Experience Program (WEP) opportunities as well as volunteer opportunities that will benefit clients by offering the opportunities to acquire and enhance marketable employment skills in a true work setting once we are able to resume face to face interactions.

The Altamont Program was selected through a competitive bid for services under RFP #2017-094. This request is for year three of an optional five year contract.