

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Thursday, October 1, 2020

5:30 PM

Held Remotely

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES
3. AMENDED AND RESTATED BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$9,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION
4. AUTHORIZING AN AGREEMENT WITH BRAUN MEDIA REGARDING MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER
5. REQUESTING THE COUNTY EXECUTIVE AND COUNTY ATTORNEY TO NEGOTIATE WITH SHORT-TERM RENTAL SERVICES AND ONLINE REMARKETERS FOR THE PURPOSES OF COLLECTING THE HOTEL OCCUPANCY TAX

CURRENT BUSINESS:

6. AMENDING THE 2020 DEPARTMENT OF AUDIT AND CONTROL BUDGET: ADMINISTRATIVE ADJUSTMENTS
7. AMENDING THE 2020 CORONER'S OFFICE BUDGET: MEDICAL SERVICES
8. AMENDING THE 2020 BOARD OF ELECTIONS BUDGET: ADMINISTRATIVE ADJUSTMENTS
9. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS FOR THE NEW YORK STATE ELECTIONS CYBERSECURITY REMEDIATION GRANT PROGRAM AND AMENDING THE 2020 BOARD OF ELECTIONS BUDGET

10. AMENDING THE 2020 DEPARTMENT OF PUBLIC WORKS BUDGET: BRIDGE INSPECTION FEES, REPAIRS TO THE ALBANY COUNTY RAIL TRAIL AND THE COUNTY ROUTE 9 SLOPE REPAIR PROJECT
11. AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A LICENSE AGREEMENT WITH STEWART'S SHOPS CORP. TO CONTINUE THE USE OF PROPERTY AT 309 DELAWARE AVENUE IN THE TOWN OF DELMAR
12. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE STATE HOMELAND SECURITY PROGRAM AND THE SECURITY AND LAW ENFORCEMENT TERRORISM PREVENTION PROGRAM
13. AMENDING RESOLUTION NO. 393 FOR 1995 REGARDING A TAX SEARCH FEE
14. AUTHORIZING THE ISSUANCE OF TAX ANTICIPATION NOTES IN A MAXIMUM AMOUNT NOT TO EXCEED \$16,800,000
15. ADOPTING A GENERAL FUND BALANCE POLICY FOR ALBANY COUNTY
16. AMENDING RESOLUTION NO. 272 FOR 2020 REGARDING THE CONVEYANCE REAL PROPERTY LOCATED AT 268 STARR ROAD (TAX MAP NO. 155.-1-57) IN THE TOWN OF COEYMANS
17. AMENDING RESOLUTION NO. 324 FOR 2020 REGARDING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 4 LINE ROAD (TAX MAP NO. 78.-1-17) IN THE TOWN OF KNOX
18. AMENDING RESOLUTION NO. 325 FOR 2020 REGARDING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2607 2ND AVENUE (TAX MAP NO. 32.8-3-9.1) IN THE TOWN OF COLONIE
19. AMENDING RESOLUTION NO. 326 FOR 2020 REGARDING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 3068 NEW SCOTLAND ROAD (TAX MAP NO. 93.-2-31) IN THE TOWN OF NEW SCOTLAND

20. AMENDING RESOLUTION NO. 327 FOR 2020 REGARDING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 95 MORRIS ROAD (TAX MAP NO. 16.4-4-4.2) IN THE TOWN OF COLONIE

County of Albany

112 State Street
Albany, NY 12207



Meeting Minutes

Thursday, August 27, 2020

6:00 PM

Held Remotely

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Legislator Wanda F. Willingham, Legislator Matthew T. Peter, William M. Clay, Raymond F. Joyce, Joseph E. O'Brien, Lynne Lekakis, Mark E. Grimm and Paul J. Burgdorf

Excused: David B. Mayo

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

2. AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES

This proposal was tabled at the request of the Sponsor.

3. AN ACT TO MODIFY THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES

A motion was made to move the proposal forward with a negative recommendation. The motion passed 6-2 with Messrs. Grimm and Burgdorf opposed.

4. LOCAL LAW NO. "E" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, IMPOSING AN ADDITIONAL ONE PERCENT RATE OF TAX ON SALES AND USES OF TANGIBLE PERSONAL PROPERTY AND OF CERTAIN SERVICES, AND ON OCCUPANCY OF HOTEL ROOMS AND AMUSEMENT CHARGES, PURSUANT TO ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.

5. LOCAL LAW NO. "F" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK IMPOSING A TAX ON THE OCCUPANCY OF HOTEL ROOMS IN ALBANY COUNTY

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.

6. LOCAL LAW NO. "G" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENACTING A MORTGAGE RECORDING TAX PURSUANT TO SECTION 253-p OF THE TAX LAW OF THE STATE OF NEW YORK

A motion was made to move this Local Law forward with a positive recommendation. The motion passed 6-1 with Mr. Grimm opposed.

7. AMENDING RESOLUTION NO. 512 FOR 2017 REGARDING THE PROJECT LABOR AGREEMENT FOR THE ALBANY COUNTY NURSING HOME PROJECT

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

8. ADOPTING AN AMENDMENT TO THE ALBANY COUNTY CAPITAL PROGRAM FOR 2020-2024

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

9. ADOPTING THE ALBANY COUNTY CAPITAL PROGRAM FOR 2021-2025

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

CURRENT BUSINESS:

10. REQUESTING THE ALBANY COUNTY COMPTROLLER AND THE COMMISSIONER OF HUMAN RESOURCES TO REVIEW THE ALBANY COUNTY RULES AND REGULATIONS FOR EMPLOYEES AND PROVIDE RECOMMENDATIONS CONCERNING TIMEKEEPING PRACTICES

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

11. AMENDING THE 2020 DISTRICT ATTORNEY'S OFFICE BUDGET: CRIMINAL JUSTICE REFORM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 12. AMENDED AND RESTATED BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$9,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 13. AMENDING RESOLUTION NO. 97 FOR 2019 REGARDING BOND FUNDING FOR THE EMERGENCY 911 COMMUNICATIONS CENTER**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 14. AMENDING RESOLUTION NO. 527 FOR 2017 REGARDING BOND FUNDING FOR THE EMERGENCY 911 COMMUNICATIONS CENTER**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 15. AMENDING THE 2020 SHERIFF'S OFFICE BUDGET: EMT AND PARAMEDIC SERVICES**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 16. AUTHORIZING AN AGREEMENT WITH BRAUN MEDIA REGARDING MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 17. AMENDING THE 2020 DEPARTMENT OF HUMAN RESOURCES BUDGET: UNEMPLOYMENT EXPENSES RELATED TO COVID-19**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

- 18. AMENDING THE 2020 DEPARTMENT OF PROBATION BUDGET: ELECTRONIC MONITORING**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

19. AUTHORIZING A CORRECTION OF THE TAX ROLL FOR THE CITY OF ALBANY

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

20. AUTHORIZING THE REFUND OF REAL PROPERTY TAXES IN THE TOWN OF RENSSELAERVILLE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

21. AUTHORIZING THE REFUND OF REAL PROPERTY TAXES IN THE TOWN OF BETHLEHEM

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

22. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 4 LINE ROAD (TAX MAP NO. 78.-1-17) IN THE TOWN OF KNOX

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

23. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2607 2ND AVENUE (TAX MAP NO. 32.8-3-9.1) IN THE TOWN OF COLONIE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

24. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 3068 NEW SCOTLAND ROAD (TAX MAP NO. 93.-2-31) IN THE TOWN OF NEW SCOTLAND

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

25. RESCINDING RESOLUTION NO. 552 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF 95 MORRIS ROAD (TAX MAP NO. 16.4-4-4.2) IN THE TOWN OF COLONIE

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

RESOLUTION NO. 216

AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES

Introduced: 6/8/20
By Mr. Commisso:

WHEREAS, The ongoing coronavirus pandemic has greatly impacted the expected revenues for the 2020 Fiscal Year for the County of Albany, which are necessary in order to maintain the functions and services of government that many rely upon, and

WHEREAS, In an effort to reduce the budget deficit facing Albany County, this Honorable Body has proposed to offer a one-time amnesty period to provide taxpayers a brief 90 day period to clear past-due taxes at a lowered interest rate, and

WHEREAS, During the proposed amnesty period, intended to motivate payments, the interest rate on unpaid delinquent taxes will be reduced by half from 1% added per month to .5% added, and

WHEREAS, There is proposed a handling fee of \$100 per property for all properties in which more than \$1,000 is owed in taxes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to implement a one-time amnesty period from August 1, 2020 to October 31, 2020 for the reduction of interest charged on delinquent property taxes, and, be it further

RESOLVED, That the County Attorney is authorized to approve as to form and content agreements and documents necessary for the implementation of the aforementioned amnesty program, 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.



ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

July 2, 2020

Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Andrew
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Legislative approval is requested to amend the 2020 Capital Plan and resolution numbers 527 of 2017, resolution 97 and resolution 513 of 2019. We are requesting to change the location of our E911 Communications Center from the Albany County Nursing Home to the Clarksville Public Safety Building. This move will encompass the Clarksville Public Safety Building to undergo an addition that was previously scheduled for the Albany County Nursing Home. Resolution numbers 527, 97 and 513 will need to be amended to reflect the new location as it pertains to bonding.

Should there be any questions, do not hesitate to call.

Sincerely,
Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

- cc: Hon. Daniel P. McCoy, County Executive
- Hon. William Clay, Public Safety Chairman
- Hon. Wanda Willingham, Audit & Finance
- Brandon Russell, Esq., Majority Counsel
- Hon. Arnis Zilgme, Esq., Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

FOR COUNSEL USE ONLY	
DATE:	_____
RECEIVED:	_____
RECEIVED BY:	_____
METHOD:	<u>HAND</u> _____
	<u>COURIER</u> _____
	<u>MAIL</u> _____

DATE : JULY 2, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D. APPLE SR

TELEPHONE: 487-5438

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: _____

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION X
- APPROVAL/ADOPTION OF PLAN/PROCEDURE X
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) _____

LEGISLATIVE APPROVAL IS NEEDED TO CHANGE THE LOCATION OF THE E-911 COMMUNICATIONS CENTER MOVE FROM THE NURSING HOME TO CLARKSVILLE BY AMENDING THE 2020 CAPITAL PLAN AND AMENDING RES. 527 (2017) AND RES. 97 AND 513 (2019)

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____
SOURCE OF FUNDS: _____
TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/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/RATE 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 ACCOUNTS: _____

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE _____

COUNTY _____ **100%**

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 97 OF 2019

DATE OF ADOPTION: 3/11/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THE ALBANY COUNTY SHERIFF'S OFFICE RESPECTFULLY REQUESTS LEGISLATIVE APPROVAL TO CHANGE THE LOCATION OF OUR E-911 COMMUNICATIONS CENTER MOVE FROM THE NURSING HOME TO THE CLARKSVILLE PULICE SAFETY BUILDING. THIS WILL REQUIRE THE PUBLIC SAFETY BUILDING TO UNDERGO AN ADDITION THAT WAS PREVIOUSLY SCHEDULED FOR THE NURSING HOME. RESOLUTIONS 527 (2017), AND RES. 97 AND 513 (2019) NEED TO BE AMENDED TO REFLECT THE NEW LOCATION AS IT PERTAINS TO BONDING.

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.)

SEE ATTACHED LETTER

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF

RESOLUTION NO. 513

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE ALBANY COUNTY SHERIFF'S OFFICE PUBLIC SAFETY BUILDING AND THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$2,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$2,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 11/12/19

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake a capital project for the Albany County Sheriff's Office Public Safety Building located at 58 Verda Avenue in the Hamlet of Clarksville in the Town of New Scotland consisting of the reconstruction and renovation of the interior of the building to maximize space and upgrade the technology and electrical systems, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake a capital project at the Albany County Nursing Home consisting of the design, demolition, renovation, construction modifications, relocation, and installation of existing communications equipment as well as the purchase of additional communications equipment,

1.5 million
CLARKVILLE

including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,000,000 to pay the costs of the capital project.

1 million
E911

The period of probable usefulness of the specific object or purpose herein authorized and for which \$1,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$2,500,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 4. The following additional matters are hereby determined and stated:

- (a) The facilities described in Sections 1 and 2 above are both class "A" buildings, as defined in Section 11.00(a)(11)(a) of the Law.
- (b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.
- (c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 5. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 6. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 7. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 8. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 9. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a). Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The capital project authorized by this resolution described in Section 1 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

(b) By separate resolution, the County has complied with the provisions of SEQRA with respect to the capital project authorized by this resolution described in Section 2 by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

Section 10. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 3 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1 and 2 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 11. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the constitution.

Section 12. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Cahill, Ms. Chapman, Messrs. Clay, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Frainier, Grimm, Hogan, A. Joyce, R. Joyce, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Miller, Peter, Ms. Plotsky, Messrs. Reinhardt, Simpson, Smith, Stevens, Tunny, Ward and Ms. Willingham - 36

Those opposed - 0

Resolution was adopted - 11/12/19

RESOLUTION NO. 316

AMENDED AND RESTATED BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$10,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$9,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 9/14/20

By Audit and Finance Committee:

WHEREAS, on December 18, 2017, the County Legislature of the County of Albany, New York (the "County") adopted Bond Resolution No. 527 of 2017 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,750,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,750,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

("Resolution No. 527"); and

WHEREAS, on the date the County Legislature adopted Resolution No. 527 the estimated maximum cost of the undertaking of the project for 2018 described in Section 1 of Resolution No. 527 (the "Project") was estimated to equal an amount not to exceed \$1,750,000 and the estimated maximum cost to undertake the entire project was estimated to equal an amount not to exceed \$3,500,000 as described in the 2018 Capital Plan in the County's 2018-2022 Capital Program; and

WHEREAS, the County Legislature adopted Resolution No. 527 to authorize the issuance of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$1,750,000 to finance the preliminary costs of the Project; and

WHEREAS, on March 11, 2019, the County Legislature adopted Bond Resolution No. 97 of 2019 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$8,000,000, APPROPRIATING SAID AMOUNT

THEREFOR, AND AUTHORIZING THE ISSUANCE OF
\$8,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE
SAID APPROPRIATION

(“Resolution No. 97”); and

WHEREAS, on the date the County Legislature adopted Resolution No. 97 the estimated maximum cost of the undertaking of the Project for 2019 described in Section 1 of Resolution No. 97 was estimated to equal an amount not to exceed \$8,000,000 and the estimated maximum cost to undertake the entire project was estimated to equal an amount not to exceed \$10,000,000 as described in the amended 2019 Capital Plan in the County’s 2019-2023 Capital Program; and

WHEREAS, the County Legislature adopted Resolution No. 97 to authorize the increase in the estimated maximum cost of the Project and the issuance of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$8,000,000 to finance the increased costs of the Project; and

WHEREAS, on November 12, 2019, the County Legislature adopted Bond Resolution No. 513 of 2019 entitled:

AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT
FOR THE ALBANY COUNTY SHERIFF’S OFFICE PUBLIC SAFETY
BUILDING AND THE EMERGENCY 911 COMMUNICATIONS
CENTER, STATING THE ESTIMATED MAXIMUM COST
THEREOF IS \$2,500,000, APPROPRIATING SAID AMOUNT
THEREFOR, AND AUTHORIZING THE ISSUANCE OF
\$2,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE
SAID APPROPRIATION

(“Resolution No. 513,” and collectively with Resolution No. 527 and Resolution No. 97, the “Bond Resolution”); and

WHEREAS, on the date the County Legislature adopted Resolution No. 513 the estimated maximum cost of the undertaking of the Project for 2020 described in Section 2 of Resolution No. 513 was estimated to equal an amount not to exceed \$1,000,000 and the estimated maximum cost to undertake the entire project was estimated to equal an amount not to exceed \$10,000,000 as described in the amended 2020 Capital Plan in the County’s 2020-2024 Capital Program; and

WHEREAS, the County Legislature adopted Resolution No. 513 to authorize the issuance of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$1,00,000 to finance the remaining additional costs of the Project; and

WHEREAS, since the date of the Bond Resolution, the County Legislature has received additional information which indicates changes in the description of the Project, the estimated maximum cost of the Project and the plan of finance of the Project; and

WHEREAS, Section 32.00 of the New York Local Finance Law requires, among other things, that any bond resolution adopted by the finance board of a municipality contain a statement of the specific object or purpose or the class of objects or purposes for which the obligations to be authorized by such resolution are to be issued and a description of the estimated maximum cost and plan of finance; and

WHEREAS, the County Legislature desires to amend the Bond Resolution for the purpose of consolidating Resolution No. 527, Resolution No. 97, and Resolution No. 513 relating to the Project and revising the statement of the specific object or purpose for which the serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) are authorized by the Bond Resolution, together with the estimated maximum cost and plan of finance;

NOW, THEREFORE, BE IT RESOLVED, by the County Legislature of the County of Albany, New York, as follows:

Section 1. The County of Albany, New York (the “County”) is hereby authorized to undertake a capital project consisting of the relocation, renovation, and modification to existing space and structure, together with new construction for the County’s Emergency 911 Communications Center. The capital project will include design, demolition, renovation, construction modifications, relocation, and installation of existing communications equipment as well as the purchase of additional communications equipment, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review. The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$10,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$9,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$9,000,000 to pay the costs of the capital project. The balance of the costs of the capital project in the amount of \$1,000,000 will be paid from New York State grant funding for infrastructure secured by the County.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$9,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the New York Local

Finance Law (the “Law”), is twenty-five (25) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$9,000,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

(a) The facility described above is a class “A” building, as defined in Section 11.00(a)(11)(a) of the Law.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of

the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”) and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as “qualified tax-exempt bonds” in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. By separate resolution, the County has complied with the provisions of the State Environmental Quality Review Act (“SEQRA”) with respect to the capital project described in this resolution by issuing a negative declaration determining that the capital project described in this resolution will not have a significant effect on the environment.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. Resolution No. 527, Resolution No. 97, and Resolution No. 513 shall be amended and restated by this resolution and, except as amended by this resolution, such resolutions, including, but not limited to the provisions relating to the capital project for the Albany County Sheriff’s Office Public Safety Building described in Section 1 of Resolution No. 513, shall remain in full force and effect and the terms and conditions thereof are hereby confirmed.

Section 11. The County has issued serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) under this resolution in the aggregate principal amount of \$6,500,000. The history of each issuance follows:

- (a) \$500,000 pursuant to Resolution No. 527 as part of the County’s \$140,740,000 Various Purposes Serial Bonds – 2018 issued on April 12, 2018;
- (b) \$3,000,000 pursuant to Resolution No. 97 as part of the

County's \$37,388,690 Public Improvement Bond Anticipation Notes – 2019 Series A issued on June 6, 2019 (renewed under the County's 2019 Series A Bonds as hereinafter defined); and

- (c) \$3,000,000 pursuant to Resolution No. 97 as part of the County's \$72,440,000 Various Purposes Serial Bonds – 2019 Series A issued on September 24, 2019 (the "2019 Series A Bonds").

Section 12. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or

(2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(b) such obligations are authorized in violation of the provisions of the Constitution of New York.

Section 13. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

CLERK'S CERTIFICATE

I, Paul T. Devane, Clerk of the County Legislature of the County of Albany, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the County Legislature of the County duly called and held on September , 2020, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County of Albany this day of September, 2020.

Clerk of the County Legislature

NOTICE OF BOND RESOLUTION

NOTICE IS HEREBY GIVEN that the resolution published herewith has been adopted for the County of Albany, on the day of September, 2020 and the validity of the obligations authorized by such resolution may be hereafter contested only if:

- (1) (a) such obligations were authorized for an object or purpose for which the County of Albany is not authorized to expend money or
- (b) the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice; or

(2) such obligations were authorized in violation of the provisions of the Constitution of New York.

Hon. Bruce A. Hidley
Albany County Clerk



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

July 23, 2020

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to continue our relationship with Brawn Media to provide media and branding consultation and services to the nursing home operation.

Brawn Media continues to be instrumental in assisting us with our re-branding campaign, as well as maintaining our website and the recruitment of staff members. They also support efforts in communicating to the community about our activities and resident programs that assist with the admission process.

This contract will be for twelve (12) months at a not to exceed cost of \$100,000.00.

We respectfully request approval of this contract so that we can continue our relationship with Brawn Media.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel





Legislation Text

File #: TMP-1789, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Brawn Media to Provide Media and Branding Consultation and Services

Date: July 23, 2020
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

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):
Brawn Media

Additional Parties (Names/addresses):
441 New Karner Road, Albany, New York 12205

Amount/Raise Schedule/Fee: \$100,000.00

Scope of Services: Brawn Media is our current media company (see contract attached for scope of services). Brawn Media will continue to provide media services that includes the management of our website, staff recruitment, branding and community notifications.

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: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 44047

Appropriation Amount: \$100,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

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: 55

Date of Adoption: 2/10/2020

Justification: (state briefly why legislative action is requested)

Brawn Media was retained to rebrand our nursing home. This project continues to be a work in progress, as our nursing home is still undergoing renovations and new construction. Brawn Media is also responsible for our website and media campaigns for the recruitment of staff and communication to the public and the programs offered to prospective clients who we will care for in our long term care facility.

PROFESSIONAL SERVICE AGREEMENT
 BETWEEN THE COUNTY OF ALBANY
 AND DVG MEDIA, INC. D/B/A BRAUN MEDIA
 FOR AN INTEGRATED COMMUNICATIONS PLAN
 FOR THE ALBANY COUNTY NURSING HOME

CONTRACT NO. 4317 FOR 2018

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the "County") and DVG Media, Inc., a New York corporation, with its principal place of business located at 441 New Karner Road, Albany, New York 12205 (hereinafter called the "Consultant," and, together with the County, may be referred to herein as the "[P]arties").

WHEREAS, the Albany County Purchasing Division (hereinafter called the "Purchasing Division") has issued a request for proposals for an integrated communications plan for the Albany County Nursing Home (hereinafter called the "ACNH"), said request having been designated RFP #2017-127, issued on November 27, 2017 and published on November 30, 2017 and December 7, 2017 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has issued two (2) addenda to the RFP, the first on December 7, 2017 (hereinafter called the "Addendum #1") and the second on December 21, 2017 (hereinafter called the "Addendum #2," and, together with Addendum #1, may be referred to as the "Addenda"); and

WHEREAS, the Consultant has submitted a proposal dated December 29, 2017 to provide the aforesaid integrated communications plan (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the proposal of the Consultant to provide the aforesaid integrated communications plan; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein; and

NOW, THEREFORE THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS: INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFP, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (collectively called "the Agreement").

- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addendum #2; 3) the Addendum #1; 4) the RFP; 5) the Proposal.

ARTICLE 2. SCOPE OF SERVICES

- 2.1 The Consultant shall provide the ACNH with an integrated communications plan, which includes, but is not limited to, a comprehensive program of branding/rebranding of the ACNH's logo, website and social and clinical experiences, and promoting its recognition as an organization set apart from the other facilities in the area. The services the Consultant shall provide include those described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP3 and RFP4, consistent with the Addenda, more specifically, the following:
- a. Promote the recognition of the ACNH that sets it apart from competition;
 - b. Demonstrate its leadership in the industry;
 - c. Create trust with its residents, family members and community;
 - d. Strengthen the value of the ACNH organization;
 - e. Establish an expectation of quality.

The new brand shall create a unique personality and have a positive impact on whether people want to engage ACNH services, and shall focus on brand trust that is earned through consistently delivering on the brand promise and a brand promise that reflects the value or experience the ACNH's residents and families can expect to receive every single time they interact with its facility, staff and service providers.

The Consultant shall provide a rebranding/marketing strategy that includes, but is not limited to, overall structure and architecture of a new media, social media and website creation. Determining the best utilized "touchpoint" is central to a successful rebranding and shall require:

- a. Brand Rollout/Activation of Program;
- b. Customer/staff research to develop an understanding of what people think about the ACNH's current brand;
- c. Photography/ Video;
- d. Brand Strategy;
- e. Website;
- f. Brand Identity;
- g. Brand Audit-both internal and competitive audit-how we fit into the competitive landscape;
- h. Naming and Tagline; and
- i. Brochures, Stationary and Promotional Materials.

The parties anticipate that the scope of this engagement shall require periodic updates, either in person or by other means of communications.

- 2.2 In addition to the services described in Paragraph 2.1, the Consultant shall provide

the services described in the Proposal, consistent with the RFP and the Addenda.

2.3 The Consultant shall render all services in a professional manner.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed NINETY EIGHT THOUSAND FIFTY FIVE AND 00/100 DOLLARS (\$98,055.00) as full compensation for all services rendered under this Agreement. Said not to exceed amount is based on the following amounts attributable to the four (4) phases of services that the Consultant will provide during the term of the Agreement:

Phase 1: Research
Total Fee not to exceed: \$ 8,000.00

Phase 2: Branding Strategy
Total Fee not to exceed: \$ 5,000.00

Phase 3: Website Design and Development
Total Fee not to exceed \$15,055.00

Phase 4: Marketing and Execution
Total Fee not to exceed: \$70,000.00

3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed invoice, plus all supporting documentation, to the Executive Director of the ACNH.

ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2018 and will continue in effect through December 31, 2020.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Consultant as follows:

6.1.1 The County may terminate this Agreement if the Consultant refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Consultant fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules

and regulations or orders of a public entity having jurisdiction over the work, or if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Consultant may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Consultant, the Consultant 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 consultant to satisfactorily complete the work, together with the County's own costs incurred in procuring a substitute vendor.

ARTICLE 7. ASSIGNMENT

7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County.

7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Consultant agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or

privileges of employment.

ARTICLE 11. RELATIONSHIP

The Consultant is, and shall function as, an independent consultant under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Consultant shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

The Consultant 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 Consultant, its employees or agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 13. 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 or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received 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 14. APPLICABLE LAW

The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

ARTICLE 15. RECORDS

15.1 The Consultant shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement.

15.2 The Consultant shall 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, immediately upon request.

15.3 The Consultant shall 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, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE

- 16.1 The Consultant shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon 30 days prior written approval by the County.
- 16.2 The Consultant shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Consultant shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Consultant has delivered the Certificates of Insurance to the County. Upon failure of the Consultant to furnish, deliver and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.
- 16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Consultant shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Consultant.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 20. HEADINGS - CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect

the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant 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 its 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 Consultant in default and/or seeking debarment or suspension of the Consultant.

ARTICLE 23. NON-INTERRUPTION OF WORK

The Consultant agrees that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the Consultant or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 24. EXTRA WORK/SERVICES

If the Consultant is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Consultant shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE 25. MISCELLANEOUS PROVISIONS

25.1 In addition to the policies and procedures described above, the Consultant also acknowledges that it shall follow the Non Interruption of Work Agreement (per Res. No. 298 for 1986), the Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures described in the RFP.

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

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

25.3 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

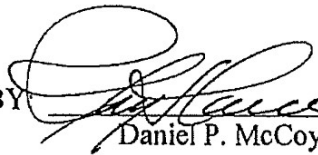
25.4 The County shall bear no responsibility other than that set forth in this Agreement.

25.5 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY

DATED: 12/1/18


BY: 
Daniel P. McCoy
County Executive

or

Philip F. Calderone, Esq.
Deputy County Executive

DVG MEDIA, INC.
D/B/A BRAUN MEDIA

DATED: 11/30/18

BY: 
Name Donna Brownson

President
Title


STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2018, 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 20th day of December, 2018, before me, the undersigned, personally appeared Philip F. Calderone, Esq. 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

EUGENIA K. CONDON
Notary Public, State of New York
No. 4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 30th day of November, 2018, before me, the undersigned, personally appeared Donna Brownson, 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

Michelle L. Goca
Notary Public, State of New York
Reg. No. 01G06366893
Qualified in Rensselaer County
My Commission Expires November 6, 2021

**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 or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
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 the 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 of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

4. **Professional Liability Insurance:** A policy or policies of professional liability insurance with limits of not less than \$1,000,000.

2/10/20

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND DVG MEDIA INC. D/B/A BRAUN MEDIA
FOR AN INTEGRATED COMMUNICATIONS PLAN
FOR THE
SHAKER PLACE REHABILITATION AND NURSING CENTER

PURSUANT TO RESOLUTION NO. 55 OF 2020, adopted February 2, 2020

ORIGINAL AGREEMENT PURSUANT TO
CONTRACT NO. 4317 OF 2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building 112 State Street, Albany, New York 12207 (hereafter referred to as "County"), and DVG Media, Inc., a New York corporation, with its principal office located at 441 New Karner Road, Albany, New York 12205 (hereafter referred to as the "Consultant"). County and Consultant may hereafter be referred to individually as a "[P]arty" and collectively as the "[P]arties."

WITNESSETH:

WHEREAS, the County has an Agreement with the Consultant to provide an integrated communications plan for the Shaker Place Rehabilitation and Nursing Center, via Contract No. 4317 of 2018, which was executed on December 6, 2018; and

WHEREAS, the County requires additional services to completed by the Consultant in order to realize the goal of an integrated communications plan for the Nursing Home; and

WHEREAS, the Parties have agreed upon the additional compensation required to complete the in integrated communications plan; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into this First Amendment to the Agreement, increasing the total amount not to exceed of the Agreement from \$98,055 to \$200,000.00 via Resolution No. 55 of 2020, adopted February 10, 2020; and

WHEREAS, this First Amendment to the Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

A. That the Agreement at ARTICLE 3. COMPENSATION shall be amended to read as following:

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed TWO HUNDRED THOUSAND AND 00/100 (\$200,000) DOLLARS as full compensation for all services rendered under this Agreement.

DVG

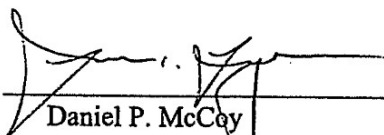
3.2 The Parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the services and all travel costs, parking fees, overhead costs, profit, and any other ancillary fees and cost including, but not limited to: permits, licenses, and insurance.

B. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be executed set forth below.

COUNTY OF ALBANY

DATED: 4/21/2020

By: 
Daniel P. McCoy
County Executive, or
Daniel C. Lynch, Esq.
Deputy County Executive

DVG MEDIA INC. D/B/A
BRAWN MEDIA

DATED: 4/14/20

By: 


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

On the ____ day of _____, 2020, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

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

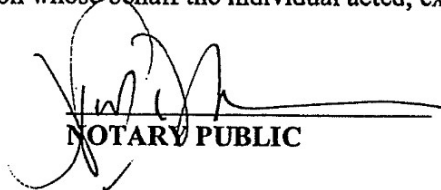
On the 2nd day of April, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.


NOTARY PUBLIC EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 14th day of April, 2020, before me, the undersigned, a notary public in and for the state, personally appeared Dana Brownson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon whose behalf the individual acted, executed the instrument.

NICOLE A. MORANO
Notary Public – State of New York
No. 01MO5060617
Qualified in Rensselaer County
My Commission Expires 5/20/2022


NOTARY PUBLIC

RESOLUTION NO. 55

**AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING
BRANDING AND PROMOTIONAL SERVICES FOR THE SHAKER PLACE
REHABILITATION AND NURSING CENTER**

Introduced: 2/10/20

By Audit and Finance Committee:

WHEREAS, The Albany County Contract Administration Board has previously authorized contract number 4317 for 2018 with DVG Media, Inc., d/b/a/ Brawn Media ("Brawn Media") in the amount of \$98,055 for a term commencing October 1, 2018 and ending December 31, 2020 regarding an integrated communications plan for marketing and branding services at the Shaker Place Rehabilitation and Nursing Center, formerly known as the Albany County Nursing Home, and

WHEREAS, The Executive Director of Shaker Place Rehabilitation and Nursing Center has requested authorization to amend the aforementioned agreement with Brawn Media in the amount of \$101,945 to reflect a total amount not to exceed \$200,000 rather than \$98,055, and

WHEREAS, The Executive Director has indicated that the amendment to the contract is necessary in order to complete the comprehensive program of branding related to the logo, website, social media footprint, and connected media outreach for Shaker Place Rehabilitation and Nursing Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to amend the aforementioned agreement with DVG Media, Inc., d/b/a/ Brawn Media ("Brawn Media") in the amount of \$101,945 to reflect a total amount not to exceed \$200,000 rather than \$98,055, and, be it further

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

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

Adopted by unanimous vote - 2/10/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 10th day of February, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12th day of February, 2020.

 Necole Chambers
Clerk, Albany County Legislature

RESOLUTION NO. 318

AUTHORIZING AN AGREEMENT WITH BRAWN MEDIA REGARDING MEDIA AND CONSULTING SERVICES FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER

Introduced: 9/14/20

By Audit and Finance Committee:

WHEREAS, The Executive Director of the Albany County Department of Residential Health Care Facilities has requested authorization to enter into an agreement with Brawn Media in an amount not to exceed \$100,000 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Executive Director has indicated that such an agreement is necessary to provide media and branding consultation and services for the Shaker Place Rehabilitation and Nursing Center, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Brawn Media, Albany, NY 12205 for the provision of media and branding consultation and services for the Shaker Place Rehabilitation and Nursing Center in an amount not to exceed \$100,000 for the term commencing January 1, 2021 and ending December 31, 2021, and be it further

RESOLVED, That the County Attorney is authorized to approve said agreement 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.

RESOLUTION NO. 333

REQUESTING THE COUNTY EXECUTIVE AND COUNTY ATTORNEY TO NEGOTIATE WITH SHORT-TERM RENTAL SERVICES AND ONLINE REMARKETERS FOR THE PURPOSES OF COLLECTING THE HOTEL OCCUPANCY TAX

Introduced: 9/14/20

By Messrs. O'Brien, Mayo, Bruschi

WHEREAS, The County of Albany is responsible for the collection of the Hotel Occupancy Tax as a revenue source to service our debt and provide funding for tourism, and

WHEREAS, The Hotel Occupancy Tax is not currently being applied to short-term rental services and online remarketers, significantly diminishing the possible revenue of the County, and

WHEREAS, More than thirty (30) counties throughout the state have reached agreements with online remarketers for the purposes of collecting the Hotel Occupancy Tax being rented through their services, including three counties contiguous to Albany County, and

WHEREAS, The potential revenue generated from the inclusion of short-term rental services and online remarketers could significantly improve the County's financial status, now, therefore, be it

RESOLVED, That this Honorable Body requests that the County Executive and County Attorney negotiate or otherwise enforce the collection of taxes due the County for the occupancy of rooms maintained by short-term rental services and online remarketers located within the County of Albany, 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.