

County of Albany

Harold L. Joyce
Albany County Office Building
112 State Street - Albany, NY 12207



Meeting Agenda

Monday, April 12, 2021

7:00 PM

Held Remotely

County Legislature

Call to Order

Roll Call

PREVIOUS BUSINESS

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

Sponsors: Audit and Finance Committee

95. PUBLIC HEARING ON LOCAL LAW NO. "D" FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, THE RESTAURANT PROTECTION LAW, IN RELATION TO THIRD-PARTY DELIVERY SERVICES

Sponsors: Grimm, Mauriello, Lockart, Perlee, Burgdorf, Drake, Langdon, Tunny and Whalen

CURRENT BUSINESS:

97. AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Sponsors: Public Works Committee

98. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR THE CONSTRUCTION OF CR252 (KNOX CAVE ROAD) HIGHWAY IMPROVEMENT PROJECT IN THE TOWNS OF BERNE AND KNOX

Sponsors: Public Works Committee

99. AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR THE CONSTRUCTION OF CR303 AND CR311 (BEAVER DAM ROAD) HIGHWAY IMPROVEMENT PROJECT IN THE TOWNS OF BERNE AND NEW SCOTLAND

Sponsors: Public Works Committee

100. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AARP REGARDING THE 2021 COMMUNITY CHALLENGE GRANT PROGRAM

Sponsors: Public Works Committee

101. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF PARENT PARTNER SERVICES

Sponsors: Social Services Committee

102. AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF FUNCTIONAL FAMILY THERAPY-THERAPEUTIC CASE MANAGEMENT SERVICES

Sponsors: Social Services Committee

103. AUTHORIZING AN AGREEMENT AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT

Sponsors: Social Services Committee

104. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AGREEMENT REGARDING THE CHILD RIGHT: SAFE HARBOR INITIATIVE AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Sponsors: Social Services Committee

105. AUTHORIZING AGREEMENTS WITH VARIOUS ALBANY COUNTY MUNICIPALITIES FOR THE PROVISION OF YOUTH BUREAU SERVICES

Sponsors: Social Services Committee

106. AUTHORIZING AN AGREEMENT WITH THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK REGARDING THE NEW YORK STATE SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM

Sponsors: Social Services Committee

107. AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

Sponsors: Social Services Committee

108. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

Sponsors: Social Services Committee

109. AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING TRANSITIONAL SHELTER SERVICES

Sponsors: Social Services Committee

110. AUTHORIZING AN AGREEMENT WITH CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

Sponsors: Social Services Committee

111. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN - MARILLAC RESIDENCE REGARDING THE PROVISION OF FAMILY SHELTER SERVICES

Sponsors: Social Services Committee

112. AUTHORIZING THE PLANNING DEPARTMENT TO TAKE ACTION TO COORDINATE AND DETERMINE SEQR LEAD AGENCY STATUS FOR THE SOLAR INSTALLATION PROJECT (RADAR TOWER SITE)

Sponsors: Conservation and Sustainability and Green Initiatives Committee

113. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DEPARTMENT OF HEALTH, PLANNED PARENTHOOD OF GREATER NEW YORK AND YWCA MOHAWK VALLEY REGARDING PREVENTION EDUCATION

Sponsors: Law Committee

114. AUTHORIZING AN INTERGOVERNMENTAL DATA SHARING AGREEMENT WITH THE CAPITAL REGION CRIME ANALYSIS CENTER AND OTHER LOCAL POLICE AGENCIES

Sponsors: Health Committee

115. AUTHORIZING A COMMUNICATION LEASE AGREEMENT WITH CAPITAL REGION BROADCASTERS, LLC FOR TOWER SPACE

Sponsors: Public Safety Committee

116. AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES FOR THE LIVESCAN EQUIPMENT GRANT AND AMENDING THE 2021 SHERIFF'S OFFICE BUDGET

Sponsors: Public Safety Committee

117. AUTHORIZING AGREEMENTS WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE ALTERNATIVES TO INCARCERATION PROGRAM

Sponsors: Public Safety Committee

118. AUTHORIZING AN AGREEMENT WITH PMA MANAGEMENT CORP. REGARDING THIRD-PARTY ADMINISTRATION OF WORKERS' COMPENSATION CLAIMS AND BENEFITS FOR ALBANY COUNTY

Sponsors: Personnel Committee

119. FINALIZING THE ACCOUNTING OF THE 2020 ALBANY COUNTY BUDGET

Sponsors: Audit and Finance Committee

120. DETERMINATION THAT THE PROPOSED CONSTRUCTION AT THE ALBANY COUNTY E 9-11 COMMUNICATIONS CENTER WILL NOT HAVE A SIGNIFICANT IMPACT ON THE ENVIRONMENT

Sponsors: Audit and Finance Committee

121. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION AND AMENDING THE 2021 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING BUDGET

Sponsors: Audit and Finance Committee

122. AUTHORIZING THE COUNTY DIRECTOR OF REAL PROPERTY TAX SERVICES TO APPROVE CERTAIN APPLICATIONS MADE FOR CORRECTION OF TAX ROLL ERRORS, REFUNDS, AND CREDITS OF TAXES DURING THE 2021 CALENDAR YEAR WITHOUT PRIOR AUDIT BY THE LEGISLATURE

Sponsors: Audit and Finance Committee

123. AUTHORIZING CORRECTION OF THE TAX ROLL FOR THE TOWN OF COEYMANS

Sponsors: Audit and Finance Committee

124. AUTHORIZING CORRECTION OF THE TAX ROLL FOR THE TOWN OF BETHLEHEM

Sponsors: Audit and Finance Committee

125. RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 271 FOR 2018 AND AUTHORIZING THE CONVEYANCE OF 20 JUDSON STREET (TAX MAP NO. 65.55-6-40) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

126. RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NOS. 203 AND 349 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF 91 ALEXANDER STREET (TAX MAP NO. 76.64-1-33) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

127. RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NOS. 159 AND 549 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF 443 NORTH PEARL STREET (TAX MAP NO. 65.12-4-24) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

128. AMENDING RESOLUTION NO. 190 FOR 2008 REGARDING THE CONVEYANCE OF REAL PROPERTY IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

129. APPOINTMENT OF MEMBERS TO THE BOARD OF COMMISSIONERS OF THE ALBANY COUNTY WATER PURIFICATION DISTRICT

Sponsors: Feeney

130. ESTABLISHING A POLICY AND ELIGIBILITY REQUIREMENTS FOR THE 2021 LEGISLATIVE GRANT PROGRAM

Sponsors: A. Joyce

131. ESTABLISHING A LIVING WAGE FOR EMPLOYEES OF THE COUNTY OF ALBANY AND AMENDING THE 2021 ALBANY COUNTY BUDGET

Sponsors: Lekakis, Willingham, Cunningham, McLean Lane, McLaughlin, Plotsky and A. Joyce

LOCAL LAWS:

LOCAL LAW NO. "I" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO PROHIBIT SMOKING IN COMMON AREAS OF MULTIPLE UNIT DWELLINGS

Sponsors: Efekoro, Cunningham, Plotsky, Peter and Burgdorf

LOCAL LAW NO. "A" FOR 2021: A LOCAL LAW RELATING TO THE PROCEDURES FOR THE ESTABLISHMENT, OPERATION, MODIFICATION, AND DISESTABLISHMENT OF TOURISM IMPROVEMENT DISTRICTS IN ALBANY COUNTY

Sponsors: Efekoro, Cunningham and Plotsky

LOCAL LAW NO. "B" FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY PROVIDING FOR REDUCTION OF THE REDEMPTION PERIOD TO ONE YEAR FOR RESIDENTIAL PROPERTY LOCATED WITHIN A LOCAL MUNICIPALITY WHICH HAS BEEN DETERMINED BY IT PURSUANT TO NEW YORK STATE REAL PROPERTY TAX LAW SECTION 1111-a (SUBD. 2(B)) TO BE VACANT AND ABANDONED

Sponsors: Peter, McLaughlin, A. Joyce, Feeney, Beston, Chapman, Clay, Commisso, Cunningham, Domalewicz, Efekoro, Ethier, R. Joyce, Kuhn, Lekakis, Mayo, McLean Lane, Plotsky, Reidy, Reinhardt, Ricard, Ward, Whalen and Willingham

LOCAL LAW NO. "C" FOR 2021: A LOCAL LAW ESTABLISHING A DEMONSTRATION PROGRAM IMPOSING OWNER LIABILITY FOR FAILURE OF AN OPERATOR TO STOP FOR A SCHOOL BUS DISPLAYING A RED VISUAL SIGNAL AND STOP-ARM

Sponsors: Miller, Efekoro, Lekakis, A. Joyce, Feeney, Burgdorf, Drake, Grimm, Langdon, Lockart, Mauriello, Perlee, Tunny, Whalen, Mayo, Reinhardt, Plotsky, Cunningham, Kuhn, Peter and Ricard

LOCAL LAW NO. "E" FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY PROVIDING FOR SPECIAL DEFERMENTS AND INSTALLMENT PAYMENTS OF TAXES DURING THE COVID-19 STATE OF EMERGENCY FOR REAL PROPERTY LOCATED WITHIN THE COUNTY OF ALBANY

Sponsors: Peter, Commisso, Domalewicz and A. Joyce

Adjournment



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

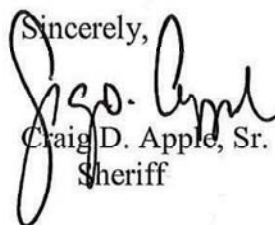
Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

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.
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 X
IF MANDATED CITE: AUTHORITY _____
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X
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. 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, 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 capital project, as described in Section 1 herein (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, 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, 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 \$1,000,000 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)(11) of the New York Local Finance Law (the “Law”), is thirty (30) 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) 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.

Referred to Audit and Finance Committee – 9/14/20

Favorable Recommendation Audit and Finance Committee – 3/25/21

RESOLUTION NO. 95

PUBLIC HEARING ON LOCAL LAW NO. “D” FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, THE RESTAURANT PROTECTION LAW, IN RELATION TO THIRD-PARTY DELIVERY SERVICES

Introduced: 3/8/21

By Grimm, Mauriello, Lockart, Perlee, Burgdorf, Drake, Langdon, Tunny, Whalen:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “D” for 2021, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, THE RESTAURANT PROTECTION LAW, IN RELATION TO THIRD-PARTY DELIVERY SERVICES” to be held remotely by the Albany County Legislature at 7:15 p.m. on Tuesday, April 27, 2021, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law Committee – 3/8/21

Favorable Recommendation Law Committee – 3/24/21



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 11, 2021

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval for a Renewal Agreement with Atlantic Pavement Marking, Inc., for the annual striping of County highways for an amount not to exceed \$183,770.40. The original agreement was adopted June 10, 2019 Resolution 231, the first of two renewal options was adopted May 11, 2020 Resolution 146. Since both parties agree to the renewal, this will be the final renewal option for this agreement.

We have included all supporting documentation. If further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2303, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for the Renewal of the Paint Striping Agreement

Date: 2/11/2021
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

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):

Atlantic Pavement Marking Inc.
15 Industrial Rd.
Prospect, CT 06712

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$183,770.40
Scope of Services: Paint Striping of County Roadways

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: D95020.44004

Appropriation Amount: \$183,770.40

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) 7/1/2021-6/30/2022

Length of Contract: One Year - Final Renewal

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: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval for a Renewal Agreement with Atlantic Pavement Marking, Inc., for the annual striping of County highways for an amount not to exceed \$183,770.40. The original agreement was adopted June 10, 2019 Resolution 231, the first of two renewal options was adopted May 11, 2020 Resolution 146. Since both parties agree to the renewal, this will be the final renewal option for this agreement.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ATLANTIC PAVEMENT MARKING, INC.
FOR ROAD STRIPING AND PAVEMENT MARKING
OF VARIOUS COUNTY HIGHWAYS

PURSUANT TO RESOLUTION NO. 231 FOR 2019, ADOPTED JUNE 10, 2019

This Agreement is made by and between the County of Albany (hereinafter called the "County" or the "Owner"), a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal office and place of business located at the Albany County Office Building, 112 State Street, Albany, NY 12207, and Atlantic Pavement Marking Inc., a Connecticut corporation registered to do business in New York State, with a principal office and place of business located at 15 Industrial Road, Prospect, Connecticut 06712 (hereinafter called the "Contractor").

WHEREAS, the County has issued a request for bids for the painting of traffic lines and other pavement markings on the County roadway system and parking lots, said project to be administered by the Albany County Department of Public Works (hereinafter called "DPW") and said Request for Bids having been denominated Bid #2019-055, and published by the Albany County Purchasing Department on April 18, 2019 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid dated May 2, 2019, providing for the aforesaid highway construction services (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the bid of the Contractor to provide the aforesaid highway construction services for DPW; and

WHEREAS, the County Legislature has authorized the County Executive to enter into this Agreement by Resolution No. 231 for 2019, adopted June 10, 2019; and

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

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 RFB (including, but not limited to, the Project Manual), which is incorporated by reference and made a part hereof; the Bonds (i.e.: the Performance Bond and the Labor and Materials Bond) which is incorporated by reference and made a part hereof; the Bid, which is incorporated by reference and made a part hereof; (collectively called "the Agreement" hereinafter).
- 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 RFB; 3) the Performance Bond; 4) the Labor and Materials Bond; and 5) the Bid.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall: a) furnish all the materials, appliances, tools and labor of every kind required,

and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction of the project generally identified as:

Striping of County Highways
(Project No: 19-C547)
(Bid #2019-055)

(hereinafter called the "project"), in accordance with the provisions contained in the RFB, including, but not limited to, the Technical Specifications contained therein; and

b) do everything required by, as specified in or as indicated in the contract documents.

The work includes: Painting Traffic Lines and/or Symbols on various Albany County Highways as directed by the Albany County Department of Public Works.

The project is also referred to by DPW as Project No. 19-C547. The project has been designed by the Albany County Department of Public Works, 449 New Salem Road, Voorheesville, New York 12186, telephone number (518) 765-2786 (hereinafter called the "Engineer") who has or assume all duties, responsibilities, rights and authority assigned to the Engineer in the contract documents.

ARTICLE 3. REPRESENTATIONS OF THE CONTRACTOR

In order to induce the County to enter into this Agreement, the Contractor makes the following representations:

- 3.1 Contractor has familiarized himself with the nature and extent of the contract documents, work, and locality and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 3.2 Contractor has studied carefully, all reports of investigation and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by the Engineer in the preparation of the drawings and specifications and which have been identified in the Supplementary Conditions set forth in the RFB.
- 3.3 In addition to those referred to in paragraph 3.2, *supra*, Contractor has made, or caused to be made, examinations, investigations and tests and studies of such reports and related data that are necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are, or will be required by Contractor for such purposes.
- 3.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.
- 3.5 Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the contract documents and the written resolution thereof by the Engineer is acceptable to Contractor.

ARTICLE 4. TERM OF CONTRACT; LIQUIDATED DAMAGES

- 4.1 The term of the Agreement shall be for the period of one (1) year from the date of execution by the parties through October 31, 2019. Prices shall remain firm for the entire contract period.
- 4.2 At the end of the initial one (1) year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

ARTICLE 5. FEES; PAYMENT SCHEDULE

- 5.1 For completion of the project in accordance with the contract documents, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 (\$183,771.00). More specifically, the Contractor agrees to accept the unit prices bid set forth in its bid times the actual number of units used as full compensation, including an additions or deductions to the amount cited herein, caused by variation in quantities due to more accurate measurement or due to actual field conditions.
- 5.1.1 The unit prices shall be as stated in the Bid at pages BF-3 – BF-5, copies of which are attached hereto as Schedule A and made a part hereof.
- 5.2 The final contract price shall be the amount obtained from the summation of the products of the quantities of work as done multiplied by the unit prices bid.
- 5.3 An application for payment shall be made on a monthly basis upon the Contractor's submission of an Albany County Claim Form, as well as any other required documentation, to the Commissioner of the DPW. Applications for Payment will be initially processed by the Engineer. Upon approval by the Engineer and DPW's satisfaction with the services presented for payment, and upon the Commissioner of DPW's approval of said claim form and documentation, the claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.
- 5.4 Prior to completion, progress payments for work satisfactorily performed will be in an amount equal to:
- 100% of the work completed, computed as the number of units completed, multiplied by the unit price bid, less retainage of 5% (until substantial completion), less all previous billings.
- 5.5 Upon completion, retainage may be reduced to 2% of contract price. Retainage will not be reduced to 2% until after Contractor, plus all his subcontractors and material suppliers submit fully-executed copies of both an Affidavit of Payment of Debts and Claims and an Affidavit of Release of Liens.
- 5.6 Final Payment: Upon completion of the one year warranty and guarantee period, the County shall pay the remainder of the final contract price, less any expenses the County may have incurred in correcting any defective work not corrected by the Contractor.
- 5.7 No Estimate on Contractor's Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative,

shall remain uncomplished with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction aforesaid has been full and satisfactorily complied with.

ARTICLE 6. PAYMENT BY OWNER TO CONTRACTOR

- 6.1 Upon approval, the County shall promptly pay requisition for progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.
- 6.2 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project as defined in the RFB and which previously have been approved by owner for such payment.
- 6.3 Any claims, liens and judgments referred to in this section shall pertain to the Project and shall be filed in accordance with the terms of the Agreement and/or applicable laws.

ARTICLE 7. PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

- 7.1 In accordance with Section 106-b of the N.Y. General Municipal Law, within 15 days of the receipt of any payment from the County, the Contractor shall pay each of his subcontractors and material suppliers, the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or material supplier and reflecting the percentage of the subcontractor's work completed or the material supplier's material supplied in the requisition approved by the County and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the subcontractor or material supplier which have not been suitable discharged and less any retained amount as hereafter described. The Contractor shall retain not more than 5% of each payment to the subcontractor and/or material supplier, except that the Contractor may retain in excess of 5%, but not more than 10% of each payment to the subcontractor provided that prior to entering into a subcontract with the Contractor, subcontractor was unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the subcontract at the request of the Contractor. However, the Contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or material supplier from the County's payments to the Contractor for the remaining amounts of contract price as provided in Article 5, *supra*.
- 7.2 If the Contractor has failed to submit a requisition for payment of the remaining amounts of contract price within 90 days of substantial completion as provided in Article 5, *supra*, then any clause in the subcontract between the Contractor and subcontractor or material supplier which states that payment by Contractor to such subcontractor or material supplier is contingent upon payment by County to the Contractor shall be deemed invalid.
- 7.3 Within 15 days of receipt of payments from the Contractor, subcontractor and/or material supplier shall pay each of their subcontractors and material suppliers in the same manner as the Contractor has paid the subcontractor.

- 7.4 Nothing provided herein shall create any obligation on the part of County to pay or to see to the payment of any moneys to any subcontractor or material supplier from any Contractor, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or material supplier and the County.

ARTICLE 8. HOURS AND WAGES

- 8.1 In accordance with Section 220 of the N.Y. Labor Law, no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the project contemplated by this Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in cases of extraordinary emergency including fire, flood or danger to life or property. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages, may be made up during that week and/or the succeeding three (3) weeks.
- 8.2 Statements Showing Amounts Due for Wages and Supplements to be Filed Before Final Payment: In accordance with Section 220-a of the Labor Law; before final payment by or on behalf of County for any sum or sums due on account of this contract, the Contractor and each and every subcontractor of the Contractor or a subcontractor, shall file a statement in writing in form satisfactory to the Albany County Comptroller certifying to the amounts then due and owing from the Contractor or subcontractor filing said statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon this project, setting forth therein the names of the persons whose wages and/or supplements are unpaid and the amount due to each or on behalf of each, respectfully. Said statement shall be verified by the oath of the Contractor or subcontractor, as the case may be, that he has read said statement subscribed by him and knows the content thereof, and that the same is true of his knowledge.

ARTICLE 9. INSURANCE

- 9.1 The Contractor agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule B, attached hereto and made a part hereof, and/or the kinds and in the amounts provided in Section 19: Insurance Requirements set forth in the RFB, whichever kinds are more comprehensive and whichever amounts are higher. Before commencing, the Contractor shall furnish to the County insurance certificates showing that the requirements of this Article have been met. The insurance certificates shall provide that the policies shall not be changed or canceled until 30 days prior written notice has been given to the County. The County of Albany shall be named as an additional insured on the insurance certificates. Additionally, said policies shall be automatically renewed upon expiration and continued in force unless the County and the Contractor are given 60 days written notice to the contrary.
- 9.2 No work shall be commenced under this Agreement until the Contractor has delivered to the County a certificate or certificates of insurance showing proof of the issuance of all policies necessitated by this Agreement. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the County, be forthwith declared suspended, discontinued or terminated.
- 9.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor making or performing said Agreement shall compensation

for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon. The Contractor 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 this Agreement.

9.4 In addition to the insurance requirements described in Paragraphs 9.1 through 9.3, the Contractor shall provide the County with a Performance Bond and a Labor and Materials Bond for the project each in the dollar amount bid by the Contractor.

ARTICLE 10. DEFINED TERMS

Terms used in this Agreement have the meanings assigned to them in the General Conditions and the Supplementary Conditions set forth in the RFB.

ARTICLE 11. PREVENTION OF DUST HAZARD

Wherein a harmful dust hazard is created by or through the construction of this Project, this Agreement shall be void as required by Section 222-a of the N.Y. Labor Law, unless the Contractor shall install, maintain and effectively operate such appliances and methods for the elimination of harmful dust as have been approved by the New York State Department of Labor, Board of Standards and Appeals.

ARTICLE 12. WARRANTY AND GUARANTEE

A retainage of 2% of final contract price will be held by the County as security for prompt correction of any defective work found during the one year correction period as set forth in the RFB.

ARTICLE 13. NON-INTERRUPTION OF WORK

The Contractor 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 Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 14. COOPERATION

The Contractor shall cooperate with representatives, agents and employees of the County and the County shall cooperate with representatives, agents and employees of the Contractor so that work may proceed expeditiously and economically.

ARTICLE 15. NON-DISCRIMINATION REQUIREMENTS

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 Contractor agrees that neither it nor any of its 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 16. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [D] for 1993, in that said Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride 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. [D] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 17. AVAILABLE DATA

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

ARTICLE 18. ASSIGNMENTS

The Contractor specifically agrees as required by Section 109 of the N.Y. General Municipal Law that the Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the previous consent in writing of the County.

ARTICLE 19. RELATIONSHIP

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

ARTICLE 20. INDEMNIFICATION

- 20.1 The Contractor shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Contractor, its subcontractors, agents or employees, in the performance of this Agreement. The Contractor agrees to protect, defend, indemnify, and hold the County and its employees free and harmless from and against any and all losses, claims, liens and demands made or asserted by third parties (including the amount of any judgments, penalties, interest, attorney's fees, court costs and legal fees incurred by the County) for personal injuries, death or damage to property, to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor agrees to investigate, handle, respond to and defend any such claims, demands, or suits, at the Contractor's sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.
- 20.2 In any case in which the indemnification established herein would violate Section 5-322.1 of the N.Y. General Obligations Law, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence of County employees.

20.3 Nothing in this Article, the RFB or this Agreement shall create or give to third parties any claim, right, or action against the Contractor or the County beyond such as may legally exist, irrespective of this Article, the RFB or this Agreement.

20.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its employees and its agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of or resulting from, the performance of work, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or damage or injury to, or destruction of, tangible property, including the loss of use resulting therefrom, or (ii) is caused in whole or in part by, any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or acting as an agent of the Contractor or any subcontractor, or anyone for whom any of them may be liable for their actions, regardless of whether or not such damage or injury is caused in part by a party indemnified hereunder.

ARTICLE 21. 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. The County will immediately notify the Contractor 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 22. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor 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 upon request. Such records shall be accessible to the County and the New York State Comptroller for a period of six years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

ARTICLE 23. GOVERNING LAWS

This Agreement shall be governed by and construed according to the laws of the State of New York. Venue for any dispute under this Agreement shall be Albany County.

ARTICLE 24. REMEDY FOR BREACH

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

ARTICLE 25. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the covenants and agreements hereunder 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 Contractor.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement, and the contract documents set forth in Article 1 constitute the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 27. MODIFICATION

No modification, amendment or change order pertaining to this Agreement or consent to the waiver of any of the terms hereof shall be binding unless made in writing and signed by the party against who such modification, amendment, change order or waiver is asserted.

ARTICLE 28. APPRENTICESHIP TRAINING PROGRAMS

In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003 and Resolution No. 251a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the N.Y. Labor Law, contractors and subcontractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000.00 or more shall have in place agreements providing appropriate apprenticeship programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed at the time of bid date and prior to entering into a contract with Albany County.

ARTICLE 29. 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 30. PARTIAL INVALIDITY

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

ARTICLE 31. NOTICES

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.

ARTICLE 32. 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, to amend, or to affect the provisions hereof.

ARTICLE 33. STORMWATER MANAGEMENT PROGRAM

Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Contractor's own liability.

ARTICLE 34. MISCELLANEOUS PROVISIONS

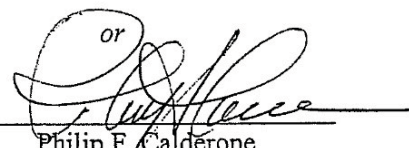
- 34.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures of the County.
- 34.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 34.3 The Contractor 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.
- 34.4 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.
- 34.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 34.6 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: 7/23/19

BY: _____
Daniel P. McCoy
County Executive

or


Philip F. Calderone
Deputy County Executive

ATLANTIC PAVEMENT MARKING, INC.

DATED: 7/10/19

BY: 

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

On the ___ day of _____, 2019, 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 23 day of July, 2019, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

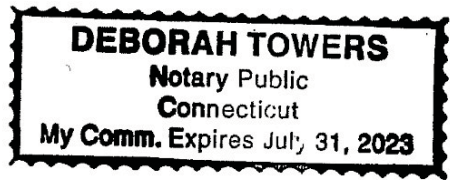
Jelli
Notary Public

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2022

^{CT}
STATE OF NEW YORK)
COUNTY OF New Haven SS.: Prospect

On the 10 day of July, 2019, before me, the undersigned, personally appeared Richard Stewart personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Deborah Towers
Notary Public



SCHEDULE A
UNIT BID PRICES

SEE ATTACHED PAGES BF-3 THROUGH BF-5.

SCHEDULE B
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 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:

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

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND ATLANTIC PAVEMENT MARKING, INC.
FOR ROAD STRIPING AND PAVEMENT MARKING
OF VARIOUS COUNTY HIGHWAYS**

**PURSUANT TO RES. NO. 146 FOR 2020, ADOPTED MAY 11, 2020
(ORIG. AGREEMENT: RES. NO. 231 FOR 2019, ADOPTED JUNE 10, 2019)**

THIS AMENDMENT TO AGREEMENT is made by and between the County of Albany (hereinafter called the "County" or the "Owner"), a municipal corporation, duly organized under the laws of the State of New York, 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 and Atlantic Pavement Marking, Inc., a Connecticut corporation registered to do business in New York State, with its principal place of business located at 15 Industrial Road, Prospect, Connecticut 06712 (hereinafter called the "Contractor," and together with the County, may be referred to herein as the "[p]arties").

WHEREAS, the County has an Agreement with the Contractor for the painting of traffic lines and other pavement markings on the County roadway system and parking lots, said Agreement having been authorized by the Albany County Legislature via Resolution No. 231 for 2019 adopted on June 10, 2019 (hereinafter called the "Agreement") and said Request for Bids having been denominated Bid #2019-055, and published by the Albany County Purchasing Department on April 18, 2019 (hereinafter called the "RFB"); and

WHEREAS, the Agreement at "ARTICLE 4. TERM OF CONTRACT: LIQUIDATED DAMAGES" provides for a Term commencing July 1, 2019 and continuing through June 30, 2020, plus, an extension upon mutual agreement by the County and the Contractor, for up to two (2) consecutive one-year terms; and

WHEREAS, the County and the Contractor have agreed to extend the Agreement for a consecutive one-year term; and

WHEREAS, by Resolution No. 146 for 2020, adopted May 11, 2020, the Albany County Legislature has authorized the County Executive to enter into an amendment to agreement for a one-year extension with the Contractor; and

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

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

- 1. That "ARTICLE 5. FEES; PAYMENT SCHEDULE" shall be amended to read as follows:

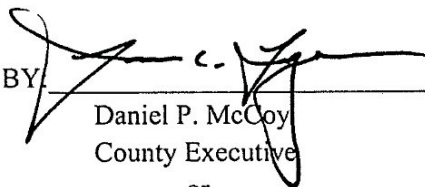
The term of this Agreement shall commence on July 1, 2020 and will continue in effect through June 30, 2021. This Agreement may be extended upon mutual agreement by the County and the Contractor, for up to one (1) consecutive one-year term.

- 2. That all other Articles, terms, conditions and provisions of the Agreement shall remain in full force and effect, including, but not limited to, compensation to the Contractor in an Amount not to exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 (\$183,771.00) annually, as full compensation for all work performed per year under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement in the day and year opposite of their names.



COUNTY OF ALBANY

DATED: 6/4/2020

BY: 
 Daniel P. McCoy
 County Executive
 or
 Daniel C. Lynch
 Deputy County Executive

ATLANTIC PAVEMENT MARKING,
 INC.

DATED: 5/28/20

BY: 
 Name:

 Title:

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

On the ____ day of _____, 2020, 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 4th day of June, 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.

[Handwritten Signature]

NOTARY PUBLIC

Jeffery V. Jamison, Esq.
NOTARY PUBLIC, STATE OF NEW YORK
Albany County
02JA6140367
Expires 12/27

STATE OF CT)
COUNTY OF Prospect) SS.: Prospect

On the ____ day of _____, 2020, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Handwritten Signature]

DEBORAH TOWERS
Notary Public
Connecticut
My Comm. Expires July 31, 2023

RESOLUTION NO. 146

AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, By Resolution No. 231 for 2019, this Honorable Body authorized an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways in the amount of \$183,771 for a term commencing July 1, 2019 and ending June 30, 2020, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc., the first of two renewal options, regarding the striping of various County highways in an amount not to exceed \$183,771, for a term commencing July 1, 2020 and ending June 30, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712, representing the first of two optional renewals, regarding the striping of various County highways in an amount not to exceed \$183,771, for a term commencing July 1, 2020 and ending June 30, 2021 at the following rates:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes -20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

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.

Adopted by unanimous vote - 5/11/20

RESOLUTION NO. 231

AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Introduced: 6/10/19

By Public Works Committee:

WHEREAS, After an RFB process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways in the amount of \$183,771 for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712 regarding material, labor and equipment necessary for the striping of Albany County roadways in an amount not to exceed \$183,771, at the unit costs set forth for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes -20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

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.

Tashjian, Christine

From: Anslow, William
Sent: Wednesday, February 10, 2021 11:05 AM
To: Tashjian, Christine
Subject: FW: striping contract for 2021

From: Atlantic Pavement Marking Inc. <office@atlpavemarking.com>
Sent: Thursday, February 4, 2021 2:19 PM
To: Anslow, William <William.Anslow@albanycountyny.gov>
Subject: Re: striping contract for 2021

Good afternoon,
Just spoke to Marc and Atlantic will extend the contract.
Have a great day.

Debbie

Atlantic Pavement Marking Inc.
Office 203-758-0800
Fax: 203-758-0733

			Vendor	Atlantic	Highway Safety
ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST	ALBANY COUNTY TOTAL COST
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils	/ FOOT	2,798,400 FEET	\$ 107,738.40	\$ 120,331.20
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils	/ FOOT	2,376,000 FEET	\$ 76,032.00	\$ 99,792.00
	TOTAL BASE BID			\$ 183,770.40	\$ 220,123.20

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)			Total cost to all municipalities	Total cost to all municipalities
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils			\$ 68,607.00	
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils			\$ 60,656.64	
			Total Cost to all Municipalities	\$ 129,263.64	



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent
FROM: Lisa M. Ramundo, Commissioner
DATE: May 3, 2019
RE: RFB 2019-055
Pavement Striping

Based on the two (2) bids received for the departments Pavement Striping of Various County Roads, I concur with our Engineering Office and recommend the award go to the lowest bidder, Atlantic Pavement Marking, Inc., for an amount not to exceed \$183,770.40.

If you have any questions, please feel free to contact my office.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: May 6, 2019

RE: RFB#2019-055, Painting of Traffic Lines on County Road

I am in receipt of your recommendation to award the aforementioned Request for Bids to Atlantic Pavement Marking, Inc. in the amount not to exceed \$183,770.40.

As Atlantic Pavement Marking, Inc. is the low responsive and responsible bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful bidder.

RESOLUTION NO. 97

AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Introduced: 4/12/21

By Public Works Committee:

WHEREAS, By Resolution No. 231 for 2019, this Honorable Body authorized an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways for a term commencing July 1, 2019 and ending June 30, 2020, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc., for the second of two renewal options, regarding the striping of various County highways in an amount not to exceed \$183,771, for a term commencing July 1, 2021 and ending June 30, 2022, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712, representing the second of two optional renewal periods, regarding the striping of various County highways in an amount not to exceed \$183,771, for a term commencing July 1, 2021 and ending June 30, 2022 at the following rates:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes-20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 23, 2021

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with New Castle Paving, LLC for the Construction of CR252 (Knox Cave Road) Highway Improvement Project in the Towns of Berne and Knox.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, New Castle Paving, LLC. The total contract amount shall not exceed \$1,598,407.65.

The project includes rehabilitation of existing pavement along CR252 (Knox Cave Rd.), resetting of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2326, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with New Castle Paving, LLC for Construction of CR252 (Knox Cave Rd.)

Date:	February 22, 2021
Submitted By:	Lisa M. Ramundo
Department:	Public Works
Title:	Commissioner
Phone:	518-765-2055
Department Rep.	
Attending Meeting:	Lisa M. Ramundo

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):

New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, NY 12180

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,598,407.65
Scope of Services: Construction of CR252 Highway Improvements

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: HHT7
Appropriation Amount: \$1,598,407.65

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) 4/1/2021-11/30/2021
Length of Contract: 8 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with New Castle Paving, LLC for the Construction of CR252 (Knox Cave Road) Highway Improvement Project in the Towns of Berne and Knox.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, New Castle Paving, LLC. The total contract amount shall not exceed \$1,598,407.65.

The project includes rehabilitation of existing pavement along CR252 (Knox Cave Rd.), resetting of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

18 Computer Drive East
Suite 203
Albany, NY 12205
T: 518.459.3252
F: 518.459.3284
www.maserconsulting.com

February 19, 2021

E-MAIL

William Anslow
Albany County Department of Public Works
449 New Salem Road
Voorheesville, New York 12186

Re: CR 252 Knox Cave Road Highway Improvement
Project No. 19-C554 (RFB No. 2021-019)
Towns of Berne and Knox
Albany County, NY

Dear Mr. Anslow:

Maser Consulting has reviewed the bids submitted to Albany County on February 18, 2021 for RFB 2021-019 and have the following comments.

A bid analysis was completed and the bids, as submitted by the contractors, have been verified and found to be accurate. The attached bid analysis shows items in red that exceed the engineers estimate by 25 %. The items to be addressed are those Items as submitted by the apparent low bidder, New Castle Paving, LLC.

The following are not major items:

Item 606.7920- Removing and Disposing Box Beam Guide Railing End Assembly

The following Items are major Items:

Item 606.606.120201 – Box Beam Guide Railing End Assembly Type IIA.

Explanation: The engineers estimate was low, as the estimated price was adjusted for the large quantity, for this item.

Item 606.53 – Resetting Box Beam Guide Railing – The engineers estimate was as the fact that it is labor intensive was not taken into consideration. The labor is required in disassembling the existing railing, pulling the posts, driving and posts and reassembling the railing.

Item 645.81 – Type A Sign Posts – This Item was estimated low. The estimated should have been higher since the price of steel fluctuates along with the price of oil.

Maser Consulting recommends award of the project to the apparent low bidder, New Castle Paving, LLC.

MASER CONSULTING

Wayne E. Bonesteel, P.E.
Senior Project Manager



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 22, 2021

RE: RFB #2021-019
CR252 Knox Cave Road
Highway Improvement Project
Construction Services

Upon review of the three (3) Bids that were received regarding the aforementioned project, I would like to recommend the low bidder, New Castle Paving, LLC for the award of this bid in the amount not to exceed \$1,598,407.65.

I have attached a copy of our Engineering Divisions recommendation along with the County's hired Consultants recommendation.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 22, 2021

RE: RFB#2021-019
CR252 Knox Cave Road
Highway Improvement Project
Construction Services

Attached please find the County's hired consultant, Maser Consulting's recommendation letter for the subject project. After reviewing all three (3) of the RFB's, we are in agreement with Maser Consulting that the project be awarded to the low bidder, New Castle Paving, LLC. Total contract amount not to exceed \$1,598,407.65.

Please let me know if you have any questions.

WA:ct



COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Department of Public Works

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: February 22, 2021

RE: RFB# 2021-019 CR252 (Knox Cave Road) Highway Improvement Project

I am in receipt of your recommendation to award the aforementioned Request for Bids to New Castle Paving LLC in the amount of \$ 1,598,407.65.

As New Castle Paving LLC is the low responsive and responsible bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful bidder.

COUNTY OF ALBANY

CR252 (Knox Cave Road) Highway Improvement Project

RFB #2021-019

ADDENDUM #1

February 11, 2021

The following Addendum No.1 consisting of two (2) pages (including this cover page) is hereby issued on the 11th day of February, 2021, in connection with the Request for Bids 2021-019 CR252 (Knox Cave Road) Highway Improvement Project, for the Albany County Department of Public Works.

COUNTY OF ALBANY**RFB #2021-019
CR252 (Knox Cave Road) Highway Improvement Project****ADDENDUM #1**

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Knox Cave Road calls for Bituminous Stabilization but doesn't specify if they want asphalt emulsion, emulsified recycling agent or foamed/expanded asphalt.

ANSWER #1: To use asphalt emulsion for bituminous stabilization.

ITEM #2: Could you please send me the bid results and unit break downs from the previous Knox Cave Road Bid?

ANSWER #2: Unit break down is not available, lump sum bid results are available on the Empire State Purchasing Group.

ITEM #3: Does the asphalt in this contract get purchased by the county or does the contractor purchase the material?

ANSWER #3: The contractor will provide and place all of the asphalt required for this project.

End of Addendum #1

COUNTY OF ALBANY

CR252 (Knox Cave Road) Highway Improvement Project

RFB #2021-019

ADDENDUM #2

February 17, 2021

The following Addendum No.2 consisting of two (2) pages (including this cover page) is hereby issued on the 17th day of February, 2021, in connection with the Request for Bids 2021-019 CR252 (Knox Cave Road) Highway Improvement Project, for the Albany County Department of Public Works.

COUNTY OF ALBANY

**RFB #2021-019
CR252 (Knox Cave Road) Highway Improvement Project**

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Our insurance company has asked if OCP coverage is needed since there was a reference of NYSDOT requirements. Please advise.

ANSWER #1: The OCP coverage is actually required as per section SC-5.5 on page SC -7 in the supplemental conditions portion of the project manual.

End of Addendum #2

MEMORANDUM OF BIDS-CR252 (KNOX CAVE ROAD)

Letting Date: February 18, 2021
County: Albany

Bidder Rank	Bidder Name	Submitted Bid At Bid Opening	Verified Bid	Difference
1	NEW CASTLE PAVING, llc	\$1,598,407.65	\$1,598,407.65	
2	CALLANAN INDUSTRIES, INC.	\$1,619,508.57	\$1,619,508.57	
3	PETER LUZZI BROTHERS	\$1,859,835.95	\$1,859,835.95	

CR252 (Knox Cave Road) Highway Improvement Project
Project No. 19-C554 (Bid No. 2021-019)
Towns of Berne and Knox, Albany County, NY

Analysis of Bids- Shaded Red Denotes greater than 25% Difference.

ITEM #	DESCRIPTION	UNIT	UNIT COST	ENGINEERS ESTIMATE		BIDDER 1			BIDDER 2			BIDDER 3		
				QUANTITY	COST	NEW CASTLE PAVING, LLC			CALLANAN INDUSTRIES, INC.			PETER LUZZI BROTHERS		
						UNIT PRICE	TOTAL PRICE	% Over/Under	UNIT PRICE	TOTAL PRICE	% Over/Under	UNIT PRICE	TOTAL PRICE	% Over/Under
203.24010017	SHOULDER BACKUP MATERIAL	TON	\$28.00	7.00	\$196.00	\$25.00	\$175.00	-11%	\$23.00	\$161.00	-16%	\$20.00	\$140.00	-29%
209.13	SILT FENCE-TEMPORARY	LF	\$4.50	649.00	\$3,100.50	\$2.50	\$1,722.50	-44%	\$4.50	\$3,100.50	0%	\$2.50	\$2,413.50	-23%
304.60000017	FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	SY	\$4.50	32,893.00	\$228,018.50	\$1.92	\$101,554.56	-57%	\$1.92	\$101,554.56	-57%	\$2.10	\$111,055.30	-23%
304.80000017	BITUMINOUS STABILIZING AGENT FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT UNCLASSIFIED EXCAVATION AND DISPOSAL	GAL	\$2.21	76,695.00	\$169,495.95	\$2.27	\$174,897.65	3%	\$2.27	\$174,897.65	3%	\$2.33	\$180,333.25	6%
304.90000017	AGGREGATE FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	TON	\$18.00	3,125.00	\$56,250.00	\$1.30	\$1,750.00	-93%	\$8.50	\$26,562.50	-23%	\$20.00	\$62,500.00	11%
402.000012	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS	QU	\$70.00	647.00	\$45,290.00	\$70.00	\$45,290.00	0%	\$70.00	\$45,290.00	0%	\$70.00	\$45,290.00	0%
402.128303	12.5 TOP COURSE HMA, 80 SERIES COMPACTION	TON	\$60.00	4,534.00	\$272,160.00	\$37.64	\$168,362.24	-38%	\$54.25	\$246,078.00	-10%	\$64.00	\$290,291.00	7%
402.198903	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	TON	\$60.00	7,766.00	\$465,960.00	\$33.00	\$256,198.00	-45%	\$48.50	\$376,681.00	-19%	\$62.00	\$481,492.00	3%
407.0102	DILUTED TACK COAT	GAL	\$3.50	8,601.00	\$30,103.50	\$2.50	\$21,502.50	-29%	\$3.00	\$25,803.00	-14%	\$4.60	\$15,964.60	-54%
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	LF	\$0.50	20,158.00	\$10,079.00	\$0.25	\$5,039.50	-50%	\$0.33	\$6,651.60	-34%	\$1.00	\$20,158.00	100%
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	SY	\$1.96	33,754.00	\$66,157.84	\$0.73	\$24,313.50	-62%	\$1.09	\$36,591.86	-44%	\$1.65	\$55,694.10	-16%
606.10	BOX BEAM GUIDE RAILING	LF	\$37.75	22.00	\$830.50	\$45.75	\$1,006.50	21%	\$45.75	\$1,006.50	21%	\$49.00	\$1,078.00	10%
606.102001	BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA	EA	\$1,188.30	68.00	\$80,804.40	\$1,805.00	\$122,740.00	52%	\$1,805.00	\$122,740.00	52%	\$2,000.00	\$136,000.00	68%
606.53	RESETTING BOX BEAM GUIDE RAILING	LF	\$8.89	9,466.00	\$84,152.74	\$12.00	\$113,592.00	34%	\$12.00	\$113,592.00	34%	\$12.20	\$115,483.20	37%
606.7920	REMOVING AND DISPOSING BOX BEAM GUIDE RAILING END ASSEMBLY	EA	\$59.30	70.00	\$4,151.00	\$85.00	\$5,950.00	43%	\$85.00	\$5,950.00	43%	\$90.00	\$6,300.00	57%
619.01	BASIC WORK ZONE TRAFFIC CONTROL	LS	\$125,000.00	1.00	\$125,000.00	\$111,000.00	\$111,000.00	-11%	\$115,000.00	\$115,000.00	-9%	\$45,000.00	\$45,000.00	-64%
619.110511	PORTABLE, VARIABLE MESSAGE SIGN (PVMS) STANDARD SIZE-FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPEC, NO CELLULAR COM REQ	EA	\$5,000.00	2.00	\$10,000.00	\$1,000.00	\$2,000.00	-80%	\$3,500.00	\$7,000.00	-30%	\$3,200.00	\$6,400.00	-36%

Analysis of Bids- Shaded Red Denotes greater than 25% Difference.

ITEM #	DESCRIPTION	UNIT	UNIT COST	ENGINEERS ESTIMATE		BIDDER 1 NEW CASTLE PAVING, LLC			BIDDER 2 CALLANAN INDUSTRIES, INC.			BIDDER 3 PETER LUZZI BROTHERS		
				QUANTITY	COST	UNIT PRICE	TOTAL PRICE	% Over/Under	UNIT PRICE	TOTAL PRICE	% Over/Under	UNIT PRICE	TOTAL PRICE	% Over/Under
				619.27	MAILBOXES	EA	\$192.57	6.00	\$1,155.42	\$200.00	\$1,200.00	-4%	\$150.00	\$1,500.00
625.01	SURVEY OPERATIONS	LS	\$20,000.00	1.00	\$20,000.00	\$1,000.00	\$1,000.00	-83%	\$5,000.00	\$5,000.00	-75%	\$5,000.00	\$5,000.00	-75%
637.11	ENGINEER'S OFFIC - TYPE I	MMTH	\$2,300.00	5.00	\$12,500.00	\$500.00	\$2,500.00	-80%	\$1,250.00	\$6,250.00	-50%	\$1,200.00	\$6,000.00	-12%
637.26	RAIN GAUGE	EA	\$200.00	1.00	\$200.00	\$1.00	\$1.00	-100%	\$150.00	\$150.00	-25%	\$100.00	\$100.00	-50%
637.34	OFFICE TECHNOLOGY AND SUPPLIES	DC	\$1.00	3,500.00	\$3,500.00	\$1.00	\$3,500.00	0%	\$1.00	\$3,500.00	0%	\$1.00	\$3,500.00	0%
640.20	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MILS	LF	\$0.35	39,910.00	\$13,968.50	\$0.17	\$6,784.70	-11%	\$0.17	\$6,784.70	-51%	\$0.20	\$7,982.00	-43%
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES- 30 MILS	LF	\$0.35	29,700.00	\$10,395.00	\$0.17	\$5,139.00	-51%	\$0.17	\$5,139.00	-51%	\$0.20	\$5,940.00	-13%
645.5101	GROUND MOUNTED SIGN PANELS WITHOUTZ-BARS	SF	\$23.70	46.00	\$1,090.20	\$24.50	\$1,127.00	3%	\$24.50	\$1,127.00	3%	\$26.00	\$1,196.00	10%
645.5102	GROUND MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30SF, WITH 2-BARS	SF	\$23.42	356.00	\$8,266.32	\$23.50	\$8,271.00	22%	\$23.50	\$8,271.00	23%	\$20.00	\$7,180.00	-21%
645.81	TYPE A SIGN POSTS	EA	\$114.29	65.00	\$7,528.85	\$120.00	\$9,780.00	27%	\$150.00	\$9,750.00	26%	\$160.00	\$10,400.00	34%
647.61	REMOVE AND DISPOSE GROUND MOUNTED TYPE A SIGN SUPPORTS, PDNS AND ANY ATTACHED SIGNS-SIZE I (UNDER 30 SQUARE FEET)	EA	\$19.71	63.00	\$1,241.73	\$15.00	\$945.00	-24%	\$15.00	\$945.00	-24%	\$16.00	\$1,008.00	-19%
697.03	FIELD CHANGE PAYMENT	DC	\$1.00	\$9,161.00	\$9,161.00	\$1.00	\$9,161.00	0%	\$1.00	\$9,161.00	0%	\$1.00	\$9,161.00	0%
698.04	ASPHALT PRICE ADJUSTMENT	DC	\$1.00	\$8,503.00	\$8,503.00	\$1.00	\$8,503.00	0%	\$1.00	\$8,503.00	0%	\$1.00	\$8,503.00	0%
698.05	FUEL PRICE ADJUSTMENT	DC	\$1.00	\$10,770.00	\$10,770.00	\$1.00	\$10,770.00	0%	\$1.00	\$10,770.00	0%	\$1.00	\$10,770.00	0%
	SUBTOTAL						\$1,574,407.65			\$1,594,208.57			\$1,799,835.95	
699.04001	MOBILIZATION	LS	\$71,329.05	1.00	\$71,329.05	\$1.00	\$24,000.00	-66%	\$1.00	\$25,000.00	-65%	\$1.00	\$60,000.00	-16%
	COMPUTED TOTAL				\$1,962,989.20		\$1,598,407.65	-19%		\$1,619,568.57	-17%		\$1,859,835.95	-13%
						4% Mobil Check=	\$62,976.31		4% Mobil Check=	\$63,780.34		4% Mobil Check=	\$71,993.44	

I certify that this contract was bid in accordance with standard competitive bidding procedures and requirements and this tabulation includes the three (3) bids received at a public bid opening held at the Albany County Purchasing Department, 112 State Street, Room 1000, Albany, NY on February 18, 2021 at 11:00 AM for a contract in the Towns of Berne and Knox, Albany County, NY.

Wayne E. Bonesteel

WAYNE E. BONESTEEL, P.E. DATE: February 19, 2021

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QTY	UNIT		DOLLARS	CENTS	DOLLARS	CENTS
			BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
203.24010017	7	Tons	Shoulder Backup Material FOR <u>Twenty Five Dollars and Zero Cents</u> Per Ton	25	00	175	00
209.13	689	LF	Silt Fence - Temporary FOR <u>Two Dollars and Fifty Cents</u> Per LF	2	50	1,722	50
304.60000017	52,893	SY	Full Depth Reclamation of Asphalt Pavement FOR <u>One Dollar and Ninety Two Cents</u> Per SY	1	92	101,554	56
304.80000017	76,695	Gal.	Bituminous Stabilizing Agent for Full Depth Reclamation of Asphalt Pavement FOR <u>Two Dollars and Twenty Seven Cents</u> Per Gal.	2	27	174,097	65
304.90000017	3,125	Tons	Aggregate for Full Depth Reclamation of Asphalt Pavement FOR <u>One Dollar and Twenty Cents</u> Per Ton	1	20	3,750	00
402.00001300	647	QU	Plant Production Quality Adjustment to HMA Items FIXED PRICE: SEE SPECIFICATION	\$ 70	00	\$45,290	00
402.12830300	4,536	Tons	Hot Mix Asphalt, 12.5, F3 Top Course, 80 Series FOR <u>Fifty Seven Dollars and Eighty Four Cents</u> Per Ton	57	84	262,362	24

BID SCHEDULE BF-7

Page Total \$ _____
Carry Forward Total \$ _____

Bring Forward Total \$ _____

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QTY	UNIT		DOLLARS	CENTS	DOLLARS	CENTS
			BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
606.7920	70	Each	Removing and Disposing Box Beam Guide Railing Turned-Down Terminal FOR <u>Eighty Five Dollars and Zero Cents</u> Each	85	00	5,950	00
619.01	1	LS	Basic Work Zone Traffic Control FOR <u>One Hundred Eleven Thousand Dollars and Zero Cents</u> Lump sum	111,000	00	111,000	00
619.110511	2	Each	(PVMS) Standard Size - Full Matrix (LED) No Optional Equipment Specified, No Cellular Communications Required FOR <u>One Thousand Dollars and Zero Cents</u> Each	1,000	00	2,000	00
619.27	6	Each	Mailboxes FOR <u>Two Hundred Dollars and Zero Cents</u> Each	200	00	1,200	00
625.01	1	LS	Survey Operations FOR <u>One Thousand Dollars and Zero Cents</u> Lump sum	1,000	00	1,000	00
637.11	5	Months	Engineer's Field Office - Type 1 FOR <u>Five Hundred Dollars and Zero Cents</u> Per Month	500	00	2,500	00
637.26	1	Each	Rain Gauge FOR <u>One Dollar and Zero Cents</u> Each	1	00	1	00

BID SCHEDULE BF- 9

Page Total \$ _____

Carry Forward Total \$ _____

Bring Forward Total \$ _____

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QTY	UNIT		DOLLARS	CENTS	DOLLARS	CENTS
			BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
637.34	3,500	DC	Office Technology and Supplies FIXED PRICE: SEE SPECIFICATION	\$1	00	\$3,500	00
640.20	39,910	L.F.	White Paint Reflectorized Pavement Stripes - 20 Mils FOR <u>Zero Dollars and Seventeen Cents</u> Per L.F.	0	17	6,784	70
640.21	39,700	L.F.	Yellow Paint Reflectorized Pavement Stripes - 20 Mils FOR <u>Zero Dollars and Seventeen Cents</u> Per L.F.	0	17	6,749	00
645.5101	46	SF	Ground-Mounted Sign Panels Without Z-Bars FOR <u>Twenty Four Dollars and Fifty Cents</u> Per SF	24	50	1,127	00
645.5102	306	SF	Ground-Mounted Sign Panels Less Than or Equal To 30 SF With Z-Bars FOR <u>Twenty Eight Dollars and Fifty Cents</u> Per SF	28	50	8,721	00
645.81	65	Each	Type A Sign Posts FOR <u>One Hundred Fifty Dollars and Zero Cents</u> Each	150	00	9,750	00
647.61	63	Each	Rem. And Dispose Ground Mounted Type A Sign Supports, Fdns, and Any Attached Signs - Size I (Under 30 Square Feet) FOR <u>Fifteen Dollars and Zero Cents</u> Each	15	00	945	00

BID SCHEDULE BF- 10

Page Total \$ _____
Carry Forward Total \$ _____

Bring Forward Total \$ _____

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
	QTY	UNIT		DOLLARS	CENTS	DOLLARS	CENTS
			BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
697.03	89,161	DC	Field Change Payment FIXED PRICE: SEE SPECIFICATION	\$1	00	\$89,161	00
698.04	8,503	DC	Asphalt Price Adjustment FIXED PRICE: SEE SPECIFICATION	\$1	00	\$8,503	00
698.05	10,770	DC	Fuel Price Adjustment FIXED PRICE: SEE SPECIFICATION	\$1	00	\$10,770	00

BID SCHEDULE BF- 11

Page Total \$ _____

Carry Forward Total \$ _____

Bring Forward Total \$ _____

ITEM NUMBER	ESTIMATE QUANTITIES		ITEMS WITH UNIT PRICE WRITTEN IN WORDS	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CENTS	DOLLARS	CENTS
	QTY	UNIT	BID SCHEDULE FOR HAULING AND PLACING ASPHALT CONCRETE ON VARIOUS COUNTY ROADS (2020)				
PLEASE MAKE SURE A BID IS ENTERED FOR EACH ITEM. IF IT IS YOUR INTENT TO BID ZERO, ENTER ZERO							
SUBTOTAL				1,574,407	65	1,574,407	65
699.040001	1	LS	Mobilization	24,000	00	24,000	00
TOTAL OR GROSS SUM WRITTEN IN WORDS: One Million Five Hundred Ninety Eight Thousand Four Hundred Seven Dollars and Sixty Five Cents				\$ 1,598,407.65			

SUBMITTED ON February 18, 2021

Firm: New Castle Paving, LLC

By: 
(Signature)

Dale Swartwout
(Printed)

Title: Manager

BID SCHEDULE BF- 12

**NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2021-019**

Sealed bids for CR252 (Knox Cave Road) Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 1000, Albany, New York 12207 until 11:00 a.m. on Thursday February 18, 2021.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located between the intersection of CR252 and NYS Route 157A in the Town of Berne and the intersection of CR252 and NYS Route 156 in the Town of Knox.

The work includes:

Rehabilitation of existing pavement along CR252 (KNOX CAVE Road), resetting of existing guiderail, replacement of existing roadway cross culverts and driveway culverts and installation of roadway striping and signs.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version X) and may be obtained at the office of the Albany County Purchasing Agent listed above. Contractors shall contact the Purchasing Department to schedule an appointment to pick up bid documents.

This is a UNIT PRICE BID. Each proposal must be made on an official Bid Form and must be accompanied by a certified check or bid bond in the amount of 5% of the base bid as security.

Successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in the full amount of the contract price.

The County of Albany reserves the right to reject any or all bids received and to waive any informalities discovered therein.

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (01/28/2021)

THE EVANGELIST
TIMES UNION



LABORERS
LOCAL
UNION
190

LiUNA!

April 26, 2017

To Whom It May Concern:

Please be advised that New Castle Paving, LLC has signed a full Agreement with Laborers' Local Union 190, and as such, they are a participant in our New York State approved Apprenticeship Program. If you have any further questions regarding this matter, please feel free to contact our office at (518) 465-1254.

Thank you.

Sincerely,

Anthony Fresina
Business Manager

LABORERS LOCAL
UNION 190
668 WEMPLE ROAD
GLENMONT, NY 12077
PHONE: (518) 465-1254
FAX: (518) 465-1257



Feel the Power

JANE THOMPSON
Director of Apprenticeship Training

New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 455/459, Albany, NY 12240
www.labor.ny.gov

RECEIVED JAN 28 2019

January 15, 2019

Dale Swartwout
Manager
New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, New York 12180

Sponsor Code: 22242/ATP Code: 18285

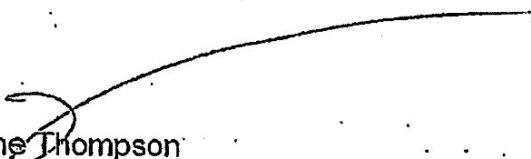
Dear Mr. Swartwout:

I am pleased to inform you that your Operating Engineer (Universal Equipment) apprenticeship training program has successfully completed its two-year probationary period. Assisting sponsors with successful operation of a program is important to the New York State Department of Labor (Department). The following are important aspects regarding successful continuation of your program:

- The Department will continue to conduct bi-annual visits to ensure that your program remains in compliance. These visits will include a review of the overall progress of the program, including worksite training, related instruction, program operation and administration, Equal Employment Opportunity/Affirmation Action efforts, and a review of the program's completion/graduation rates. Apprentice program completions are an important part of all programs' performance and will continue to be monitored closely. The reviews will monitor compliance with the provisions on the Apprentice Training Program Registration Agreement (AT 10 Form), Labor Law Article 23, Apprenticeship Regulations Parts 600 and 601, and other Department requirements. These laws and regulations can be found on the Apprenticeship Training website at the following link:
<https://www.labor.ny.gov/apprenticeship/general/lawsandregs.shtm>.
- The Regulations provide that all apprenticeship training programs will undergo a recertification review which involves a complete evaluation and approval of your program. This recertification review will occur at or about the time that the program completes its first training cycle and subsequently at least every five years thereafter.

If you have any questions, please contact your Apprentice Training Representative, Dan Paris, at (518)457-7745.

Sincerely,


Jane Thompson
Director,
Apprenticeship Training

cc: D. Paris

RESOLUTION NO. 189

AUTHORIZING AN AGREEMENT WITH CARVER CONSTRUCTION, INC. FOR THE CONSTRUCTION OF CR352 (FOX CREEK ROAD) OVER SQUIRMER CREEK BRIDGE REPLACEMENT PROJECT IN THE TOWN OF RENSSELAERVILLE

Introduced: 5/14/18

By Public Works Committee:

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids regarding the CR352 (Fox Creek Road) Over the Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville and on March 29, 2018 four bids were received, and

WHEREAS, The Department Engineering Staff and C & S Engineers, Inc. reviewed said bids and recommended awarding the contract to Carver Construction, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a six-month agreement with Carver Construction, Inc. for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a six-month agreement with Carver Construction, Inc., Albany, NY 12009 for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, 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.

Adopted by unanimous vote - 5/14/18

RESOLUTION NO. 470

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED DECEMBER 7, 2020, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$12,721,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$12,721,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/7/20

By Audit and Finance Committee and Mr. Miller:

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 construct and reconstruct various roads in Albany County, New York, together with 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 class of objects or purposes, 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 \$4,160,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$4,160,000 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 \$4,160,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$4,160,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with 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 class of objects or purposes, 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 \$6,941,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$6,941,000 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 \$6,941,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$6,941,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment. The estimated maximum cost of said class of objects or purposes, 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 \$1,270,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,270,000 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 \$1,270,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,270,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost greater than or equal to \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000 but less than \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake the fuel leak remediation project at the Voorheesville Department of Public Works facility located in Albany County, New York, together with 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 class of objects or purposes, 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 \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 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 \$350,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(32) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed

\$12,721,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

(a) 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.

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

Section 7. 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 8. 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 9. 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 10. 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 11. 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) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

(3) Notwithstanding the foregoing, the design phase of the New Karner Road Corridor Improvements Project described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(b) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic

Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution described in Section 2 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(2); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) Notwithstanding the foregoing, by separate resolution, the County has complied with the provisions of SEQRA with respect to the Helderberg-Hudson Rail Trail Bridge Project 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.

(c) 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 project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) The project authorized by this resolution described in Section 4 will be conducted pursuant to a corrective action plan under a Stipulation Agreement with the Department of Environmental Conservation of the State of New York; and therefore, the project is exempt from SEQRA.

Section 12. 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 5 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. 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 14. 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, Bruschi, Burgdorf, Ms. Chapman, Messrs. Clay, Cleary, Commisso, Ms. Cunningham, Messrs. Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Langdon, Mss. Lekakis, Lockart, Messrs. Mauriello, Mayo, Mss. McLaughlin, McLean Lane, Messrs. Miller, O'Brien, Perlee, Peter, Ms. Plotsky, Messrs. Reidy, Reinhardt, Ricard, Simpson, Tunny, Ward, Mss. Whalen and Willingham - 38

Those opposed - 0

Resolution was adopted - 12/7/20

RESOLUTION NO. 98

AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR THE CONSTRUCTION OF CR252 (KNOX CAVE ROAD) HIGHWAY IMPROVEMENT PROJECT IN THE TOWNS OF BERNE AND KNOX

Introduced: 4/12/21

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with New Castle Paving, LLC, for the construction of CR252 (Knox Cave Road) Highway Improvement Project in the Towns of Berne and Knox in an amount not to exceed \$1,598,408 for a term commencing April 1, 2021 and ending November 30, 2021, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids regarding the CR252 (Knox Cave Road) Highway Improvement Project in the Towns of Berne and Knox and three bids were received, and

WHEREAS, The Department Engineering Staff and Maser Consulting reviewed said bids and recommended awarding the contract to New Castle Paving, LLC as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with New Castle Paving, LLC, Troy, NY 12180 for the construction of CR252 Knox Cave Road Highway Improvement Project in the Towns of Berne and Knox in an amount not to exceed \$1,598,408 for a term commencing April 1, 2021 and ending November 30, 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 23, 2021

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with New Castle Paving, LLC for the Construction of CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project in the Towns of Berne and New Scotland.

The County Purchasing Agent received five (5) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, New Castle Paving, LLC. The total contract amount shall not exceed \$2,341,987.16.

The project includes rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Rd.), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2330, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with New Castle Paving, LLC for the Construction of CR303 and CR311 (Beaver Dam Rd.)

Date:	February 24, 2021
Submitted By:	Lisa M. Ramundo
Department:	Public Works
Title:	Commissioner
Phone:	518-765-2055
Department Rep.	
Attending Meeting:	Lisa M. Ramundo

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):

New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, NY 12180

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$2,341,987.16
Scope of Services: Construction of CR303 and CR311 (Beaver Dam Rd.)

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: HHSB

Appropriation Amount: \$2,341,987.16

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) 4/1/2021-11/30/2021

Length of Contract: 8 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: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with New Castle Paving, LLC for the Construction of CR303 and CR311 (Beaver Dam Rd.) Highway Improvement Project in the Towns of Berne and New Scotland.

The County Purchasing Agent received five (5) bids for this project. Our engineering staff along with the County's hired Consultant reviewed the bids and recommended the award of this contract to the low bidder, New Castle Paving, LLC. The total contract amount shall not exceed \$2,341,987.16.

The project includes rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Rd.), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo
Department of Public Works

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: February 24, 2021

RE: RFB# 2021-018, CR303 and CR311 (Beaver Dam Road) Highway Improvement Project

I am in receipt of your recommendation to award the aforementioned Request for Bids to New Castle Paving LLC in the amount of \$ 2,341,987.16.

As New Castle Paving LLC is the low responsive and responsible bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful bidder.

MEMORANDUM



TO: Lisa M. Ramundo
 Department of Public Works Commissioner
 Albany County

FROM: Christopher Geroux, P.E.
 Project Manager
 Creighton Manning Engineering, LLP

SUBJECT: RECOMMENDATION FOR AWARD
 Project No. 19-C555 (Bid #2021-018)
 CR303 and CR311 (Beaver Dam Road) Highway Improvement Project
 Towns of New Scotland and Berne
 Albany County

DATE: February 23, 2021

The subject project was let for construction on February 18, 2021, with five (5) bids received and opened at the Albany County Purchasing Office, 112 State Street, Room 1000, Albany, NY at 11:00am. The engineer's estimate for the project was \$2,470,515.00 and the following five (5) bids were received:

Bidders in Rank Order:

<u>Rank</u>	<u>Bidder Name</u>	<u>Bid Amount</u>
1	New Castle Paving, LLC.	\$2,341,987.16
2	Callanan Industries, Inc.	\$2,429,712.22
3	Carver Construction Inc.	\$2,644,745.00
4	Peter Luizzi & Bros. Contracting Inc.	\$2,653,648.60
5	DeSignore Blacktop Paving Inc.	\$3,111,168.96

Each of these bids was reviewed and checked, by Charles Farmer, P.E., Project Engineer, Creighton Manning Engineering, LLP on February 23, 2021.

The lowest bid of **\$2,341,987.16** as submitted by **New Castle Paving, LLC.** was reviewed and found to be complete and accurate regarding bid documentation and company experience with similar projects.

Based upon the foregoing, the lowest responsible bidder was determined to be **New Castle Paving, LLC.** with a total bid of **\$2,341,987.16**

Based upon the foregoing bid results, I, acting on behalf of Creighton Manning Engineering, LLP, recommend Albany County:

- Award the contract to the lowest responsible bidder, **New Castle Paving, LLC.** for the Bid Amount only.
 Reject all bids

Dated 2/23/2021

Signature
 Christopher Geroux, P.E.



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 23, 2021

RE: RFB #2021-018
CR303 And CR311 (Beaver Dam Rd.)
Highway Improvement Project
Construction Services

Upon review of the five (5) Bids that were received regarding the aforementioned project, I would like to recommend the low bidder, New Castle Paving, LLC for the award of this bid in the amount not to exceed \$2,341,987.16.

I have attached a copy of our Engineering Divisions recommendation along with the County's hired Consultants recommendation.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 23, 2021

RE: RFB#2021-018
CR303 And CR311 (Beaver Dam Road)
Highway Improvement Project
Construction Services

Attached please find the County's hired consultant, Creighton Manning Engineering's recommendation letter for the subject project. After reviewing all five (5) of the RFB's, we are in agreement with Creighton Manning Engineering that the project be awarded to the low bidder, New Castle Paving, LLC. Total contract amount not to exceed \$2,341,987.16.

Please let me know if you have any questions.

WA:ct

COUNTY OF ALBANY

CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT
RFB #2021-018

ADDENDUM #1

February 5, 2021

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 5th day of February, 2021, in connection with the Request for Bids #2021-018 CR303 AND CR311 (Beaver Dam Road) Highway Improvement Project, for the Albany County Department of Public Works.

COUNTY OF ALBANY

RFB #2021-018
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Item Number 646.32 Steel Post, 2.0Lb/FT does not have a quantity identified on sheet Bid Schedule BF-16 of the project manual. Can you please clarify the quantity for this item please?

RESPONSE #1: The quantity for Item 646.32, Steel Post, 2.0 Lb/FT should be 31 EA

End of Addendum #1

COUNTY OF ALBANY

CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT
RFB #2021-018

ADDENDUM #2

February 9, 2021

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 9th day of February, 2021, in connection with the Request for Bids #2021-018 CR303 AND CR311 (Beaver Dam Road) Highway Improvement Project, for the Albany County DPW.

COUNTY OF ALBANY
RFB #2021-018
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: There is a discrepancy in sign items 645.5202 and 645.8100 between the plans and the proposal. Please clarify the correct quantities.

RESPONSE #1: Item 645.5202 should have quantity of 270 SF
Item 645.81 should have quantity of 96 EA
There is no item 645.8100.

End of Addendum #2

COUNTY OF ALBANY

CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT
RFB #2021-018

ADDENDUM #3

February 12, 2021

The following Addendum No.3 consisting of two (2) pages (including this cover page) is hereby issued on the 12th day of February, 2021, in connection with the Request for Bids #2021-018 CR303 AND CR311 (Beaver Dam Road) Highway Improvement Project, for the Albany County DPW.

COUNTY OF ALBANY

RFB #2021-018
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT

ADDENDUM #3

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Beaver Dam Rd is calling for a Chemical Stabilizing Agent but doesn't specify whether they want Portland Cement, Fly Ash, Calcium Chloride, or Hydrated Lime

RESPONSE #1: Our quantity for Chemical Stabilizing Agent is based on Portland Cement being used. The contractor can do testing of existing soils and propose a different process prior to construction.

End of Addendum #3

COUNTY OF ALBANY
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT
RFB #2021-018
ADDENDUM #4

February 17, 2021

The following Addendum No.4 consisting of two (2) pages (including this cover page) is hereby issued on the 17th day of February, 2021, in connection with the Request for Bids #2021-018 CR303 AND CR311 (Beaver Dam Road) Highway Improvement Project, for the Albany County DPW.

COUNTY OF ALBANY**RFB #2021-018
CR303 AND CR311 (BEAVER DAM ROAD)
HIGHWAY IMPROVEMENT PROJECT****ADDENDUM #4**

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: I am reaching out for clarification where the quantity of the item #203.02 Unclassified excavation is being generated from ? I've reviewed the typical section and the tables and can't seem to locate this information. Can you please have this reviewed. I would like to know where or how the item under unclassified is intended to be used on this project.

RESPONSE #1: The excavation is for removing organics under the areas of fill to be placed alongside the roadway. It is required by NYSDOT standard specification for embankment placement.

End of Addendum #3

CR303 and CR311 (Beaver Dam Road) Highway Improvement Project
CM# 119-358, Project No. 19-2555 (Bid# 2021-018)

Towns of New Scotland and Berne, Albany County, NY

Analysis of Bids - ** Denotes greater than 25% Difference on Major Items

Table with columns: Item Number, Description, Unit, Unit Cost, Bidder #1 (ENGINEER'S ESTIMATE), Bidder #2 (NEW CASTLE PAVING, LLC), Bidder #3 (CALLAN AND ASSOCIATES, INC.), Bidder #4 (CAYSER CONSTRUCTION, INC.), Bidder #5 (PETER LUZZI BROS. CONTRACTING, INC.), Bidder #6 (DELSUNBERG BLACKTOP PAVING, INC.). The table lists various construction items like embankment, street paving, and materials, with corresponding unit costs and bidder estimates.

I certify that this contract was bid in accordance with standard competitive bidding procedures and requirements and this information includes the true [S] bid received at a public bid opening held at the Albany County Purchasing Department, 112 State Street, room 2002, Albany, NY on February 18, 2021 at 11:00am for a contract on the Towns of New Scotland and Berne, Albany County.

Charles D. Farmer, P.E.
Date

02/23/2021

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	1069	CY	<u>Twenty Three</u> <u>Fifty</u>	Dollars	\$ <u>23.50</u>	\$ <u>25,121.50</u>
					Cents		
203.03	EMBANKMENT IN PLACE	1529	CY	<u>Fifteen</u> <u>Zero</u>	Dollars	\$ <u>15.00</u>	\$ <u>22,935.00</u>
					Cents		
203.07	SELECT GRANULAR FILL	478	CY	<u>Twenty Two</u> <u>Fifty</u>	Dollars	\$ <u>22.50</u>	\$ <u>10,755.00</u>
					Cents		
203.24010017	SHOULDER BACKUP MATERIAL	2977	TON	<u>Fifteen</u> <u>Zero</u>	Dollars	\$ <u>15.00</u>	\$ <u>44,655.00</u>
					Cents		
206.0201	TRENCH AND CULVERT EXCAVATION	924	CY	<u>Eighteen</u> <u>Zero</u>	Dollars	\$ <u>18.00</u>	\$ <u>16,632.00</u>
					Cents		
209.100101	MULCH - TEMPORARY	15805	SY	<u>Zero</u> <u>Forty Seven</u>	Dollars	\$ <u>0.47</u>	\$ <u>7,428.35</u>
					Cents		

BID SCHEDULE BF- 7

Page Total \$ _____
Carry Forward \$ _____

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
209.1003	SEED AND MULCH - TEMPORARY	15864	SY	<u>Zero</u> <u>Forty Seven</u>	Dollars Cents	\$ <u>0.47</u>	\$ <u>7,465.48</u>
209.13	SILT FENCE-TEMPORARY	2000	LF	<u>Two</u> <u>Fifty</u>	Dollars Cents	\$ <u>2.50</u>	\$ <u>5,000.00</u>
209.190301	ROLLED EROSION CONTROL PRODUCT, CLASS II TYPE C, INTERMEDIATE	898	SY	<u>Two</u> <u>Fifty</u>	Dollars Cents	\$ <u>2.50</u>	\$ <u>2,245.00</u>
209.22	CONSTRUCTION ENTRANCE	381	SY	<u>Twelve</u> <u>Zero</u>	Dollars Cents	\$ <u>12.00</u>	\$ <u>4,572.00</u>
304.12	SUBBASE COURSE, TYPE 2	132	CY	<u>Seventy Nine</u> <u>Zero</u>	Dollars Cents	\$ <u>79.00</u>	\$ <u>10,428.00</u>
304.60000017	FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	55386	SY	<u>Two</u> <u>Sixty Two</u>	Dollars Cents	\$ <u>2.62</u>	\$ <u>145,111.32</u>

BID SCHEDULE BF- 8

Page Total \$ _____
Carry Forward \$ _____

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
304.7000017	CHEMICAL STABILIZING AGENT FOR FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	967	TON	One Hundred Seventy Five	Dollars	\$ 170.05	164,438.35
					Cents		
304.9000017	AGGREGATE FOR FULL DEPTH FULL DEPTH RECLAMATION OF ASPHALT PAVEMENT	3116	TON	Fifteen Fifty	Dollars	\$ 15.50	\$ 48,298.00
					Cents		
402.000013	PLANT PRODUCTION QUALITY ADJUSTMENT TO HMA ITEMS	899	QU	FIXED PRICE: SEE SPECIFICATION	Dollars	\$70.00	\$62,930.00
					Cents		
402.018903	TRUE & LEVELING F9, SUPERPAVE HMA, 80 SERIES COMPACTION	50	TON	Sixty Six Seventy Nine	Dollars	\$ 66.79	\$ 3,339.50
					Cents		
402.128303	12.5 F3 TOP COURSE HMA, 80 SERIES COMPACTION	7123	TON	Fifty Seven Eighty Five	Dollars	\$ 57.85	412,065.55
					Cents		
402.198903	19 F9 BINDER COURSE HMA, 80 SERIES COMPACTION	10689	TON	Fifty Three Eighty Two	Dollars	\$ 53.82	575,281.98
					Cents		

Project No: 19-C555
Page: 29

BID SCHEDULE BF- 9

Page Total \$ _____
Carry Forward \$ _____

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
402.378903	37.5 P9 BASE COURSE HMA, 80 SERIES COMPACTION	165	TON	One Hundred Thirty Zero	Dollars Cents	\$ 130.00	\$ 21,450.00
402.790300AC	ASPHALT PAVEMENT REINFORCEMENT SYSTEM	3556	SY	Eight Fifty	Dollars Cents	\$ 8.50	\$ 30,226.00
407.0102	DILUTED TACK COAT	12813	GAL.	Two Fifty	Dollars Cents	\$ 2.50	\$ 32,032.50
418.7603	ASPHALT PAVEMENT JOINT ADHESIVE	19663	LF	Zero Twenty Seven	Dollars Cents	\$ 0.27	\$ 5,309.01
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	5379	SY	One Ninety Seven	Dollars Cents	\$ 1.97	\$ 10,596.63
552.17	SHIELDS AND SHORING	1775	SF	Zero One	Dollars Cents	\$ 0.01	\$ 17.75

BID SCHEDULE BF- 10

Page Total \$ _____
Carry Forward \$ _____

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
603.171216	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 18 INCH DIAMETER, 16 GAUGE	30	EACH	<u>One Hundred Seventy Three</u> Zero	Dollars Cents	\$ <u>173.00</u>	\$ <u>5,190.00</u>
603.171316	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 21 INCH DIAMETER, 16 GAUGE	12	EACH	<u>One Hundred Ninety Five</u> Zero	Dollars Cents	\$ <u>195.00</u>	\$ <u>2,340.00</u>
603.171614	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 30 INCH DIAMETER, 14 GAUGE	6	EACH	<u>Four Hundred Fifty</u> Zero	Dollars Cents	\$ <u>450.00</u>	\$ <u>2,700.00</u>
603.172112	GALVANIZED STEEL END SECTIONS-PIPE (2-2/3" X 1/2" CORRUGATIONS) 54 INCH DIAMETER, 12 GAUGE	2	EACH	<u>Three Thousand Six Hundred Fifty</u> Zero	Dollars Cents	\$ <u>3,650.00</u>	\$ <u>7,300.00</u>
603.9815	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 15 INCH DIAMETER	375	LF	<u>Forty Eight</u> Zero	Dollars Cents	\$ <u>48.00</u>	\$ <u>18,000.00</u>
603.9818	SMOOTH INTERIOR CORRUGATED POLYETHYLENE CULVERT AND STORMDRAIN 18 INCH DIAMETER	295	LF	<u>Fifty One</u> Fifty	Dollars Cents	\$ <u>51.50</u>	\$ <u>15,192.50</u>

BID SCHEDULE BF- 11

Page Total \$ _____
Carry Forward \$ _____

Brought Forward \$ _____

ITEM NUMBER	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE IN WORDS		UNIT PRICE (NUMERALS)	TOTAL (NUMERALS)
698.05	FUEL PRICE ADJUSTMENT	9436	DC	FIXED PRICE: SEE SPECIFICATION	Dollars	\$1.00	\$9,436.00
					Cents		
698.06	STEEL/IRON PRICE ADJUSTMENT	100	DC	FIXED PRICE: SEE SPECIFICATION	Dollars		\$100.00
					Cents		
SUBTOTAL BASE BID				Two Million Two Hundred Sixty One Thousand Nine Hundred Eighty Seven	Dollars	<u>\$2,261,987.16</u>	<u>\$2,261,987.16</u>
				Sixteen	Cents		
699.040001	MOBILIZATION	1	LS	Eighty Thousand	Dollars	<u>\$80,000.00</u>	<u>\$ 80,000.00</u>
				Zero	Cents		
TOTAL BASE BID				Two Million Three Hundred Forty One Thousand Nine Hundred Eighty Seven	Dollars	<u>\$2,341,987.16</u>	<u>\$ 2,341,987.16</u>
				Sixteen	Cents		

SUBMITTED ON February 18, 2021
 Firm: New Castle Paving, LLC
 By: _____
 (Signature)
Dale Swartwout
 (Printed)
 Title: Manager

Page Total \$ _____

BID SCHEDULE BF- 17

Carry Forward \$ _____

**NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2021-018**

Sealed bids for CR303 and CR311 (Beaver Dam Road) Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 1000, Albany, New York 12207 until 11:00 a.m. on Thursday February 18, 2021.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located between the intersection of CR303 and NYS Route 157 in the Town of Berne and the intersection of CR311 and NYS Route 157 in the Town of New Scotland.

The work includes:

Rehabilitation of existing pavement along CR303 and CR311 (Beaver Dam Road), replacement of existing guiderail, replacement of existing roadway cross culverts and driveway culverts, and installation of roadway striping and signs.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version X) and may be obtained at the office of the Albany County Purchasing Agent listed above. Contractors shall contact the Purchasing Department to schedule an appointment to pick up bid documents.

This is a UNIT PRICE BID. Each proposal must be made on an official Bid Form and must be accompanied by a certified check or bid bond in the amount of 5% of the base bid as security.

Successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in the full amount of the contract price.

The County of Albany reserves the right to reject any or all bids received and to waive any informalities discovered therein.

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (01/28/2021)

THE EVANGELIST
TIMES UNION



LABORERS
LOCAL
UNION
190

LiUNA!

April 26, 2017

To Whom It May Concern:

Please be advised that New Castle Paving, LLC has signed a full Agreement with Laborers' Local Union 190, and as such, they are a participant in our New York State approved Apprenticeship Program. If you have any further questions regarding this matter, please feel free to contact our office at (518) 465-1254.

Thank you.

Sincerely,

Anthony Fresina
Business Manager

LABORERS LOCAL
UNION 190
668 WEMPLE ROAD
GLENMONT, NY 12077
PHONE (518) 465-1254
FAX (518) 465-1257



Feel the Power

JANE THOMPSON
Director of Apprenticeship Training

106

New York State Department of Labor
W. Averell Harriman State Office Campus
Building 12, Room 455/459, Albany, NY 12240
www.labor.ny.gov

RECEIVED JAN 28 2019

January 15, 2019

Dale Swartwout
Manager
New Castle Paving, LLC
1 Madison Street, Suite 100
Troy, New York 12180

Sponsor Code: 22242/ATP Code: 18285

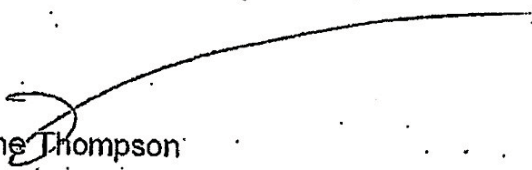
Dear Mr. Swartwout:

I am pleased to inform you that your Operating Engineer (Universal Equipment) apprenticeship training program has successfully completed its two-year probationary period. Assisting sponsors with successful operation of a program is important to the New York State Department of Labor (Department). The following are important aspects regarding successful continuation of your program:

- The Department will continue to conduct bi-annual visits to ensure that your program remains in compliance. These visits will include a review of the overall progress of the program, including worksite training, related instruction, program operation and administration, Equal Employment Opportunity/Affirmation Action efforts, and a review of the program's completion/graduation rates. Apprentice program completions are an important part of all programs' performance and will continue to be monitored closely. The reviews will monitor compliance with the provisions on the Apprentice Training Program Registration Agreement (AT 10 Form), Labor Law Article 23, Apprenticeship Regulations Parts 600 and 601, and other Department requirements. These laws and regulations can be found on the Apprenticeship Training website at the following link:
<https://www.labor.ny.gov/apprenticeship/general/lawsandregs.shtm>.
- The Regulations provide that all apprenticeship training programs will undergo a recertification review which involves a complete evaluation and approval of your program. This recertification review will occur at or about the time that the program completes its first training cycle and subsequently at least every five years thereafter.

If you have any questions, please contact your Apprentice Training Representative, Dan Paris, at (518)457-7745.

Sincerely,



Jane Thompson
Director,
Apprenticeship Training

cc: D. Paris

RESOLUTION NO. 189

AUTHORIZING AN AGREEMENT WITH CARVER CONSTRUCTION, INC. FOR THE CONSTRUCTION OF CR352 (FOX CREEK ROAD) OVER SQUIRMER CREEK BRIDGE REPLACEMENT PROJECT IN THE TOWN OF RENSSELAERVILLE

Introduced: 5/14/18

By Public Works Committee:

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids regarding the CR352 (Fox Creek Road) Over the Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville and on March 29, 2018 four bids were received, and

WHEREAS, The Department Engineering Staff and C & S Engineers, Inc. reviewed said bids and recommended awarding the contract to Carver Construction, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a six-month agreement with Carver Construction, Inc. for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a six-month agreement with Carver Construction, Inc., Albany, NY 12009 for the construction of CR352 Fox Creek Road Over Squirmer Creek Bridge Replacement Project in the Town of Rensselaerville in an amount not to exceed \$697,450 for the term commencing June 1, 2018 and ending November 30, 2018, 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.

Adopted by unanimous vote - 5/14/18

RESOLUTION NO. 571

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$9,107,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$9,107,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 12/3/18
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 construct and reconstruct various roads in Albany County, New York, together with 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 2019 Capital Plan in the County's 2019-2023 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, 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 \$3,192,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,192,000 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 \$3,192,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,192,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with 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 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, 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 \$3,140,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an

amount not to exceed \$3,140,000 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 \$3,140,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,140,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, 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 \$1,100,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,100,000 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 \$1,100,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,100,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. The County is hereby authorized to undertake a feasibility study to determine alternatives for the replacement or reconstruction of the Helderberg Hudson Rail Trail Bridge over New Scotland Avenue in Bethlehem, New York, together with 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 2019 Capital Plan in the County's 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 \$150,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$150,000 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 \$150,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$150,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(62) of the Law, is five (5) years.

Section 5. The County is hereby authorized to undertake various Department of Public Works ("Public Works") facility improvement projects located in Albany County, New York. The projects consist of various upgrades and improvements in

various Public Works substations, which shall include replacement of mechanical equipment, garage doors, entry doors, roofing, windows, and car wash components; various plumbing improvements; upgrades and replacement of flooring; and installing internet service, 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 2019 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, 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 \$350,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$350,000 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 \$350,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(35) of the Law, is at least five (5) years.

Section 6. The County is hereby authorized to undertake a traffic sign retroreflectivity compliance project throughout Albany County, New York. The project consists of the inspection and replacement of all regulatory, warning and guide signs on County roadways that do not meet the minimum requirement for retroreflectivity, 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 2019 Capital Plan in the County's 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 \$475,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$475,000 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 \$475,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$475,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(72)(b) of the Law, is ten (10) years.

Section 7. The County is hereby authorized to undertake the construction of a water purification, water delivery, and sanitary waste removal system at Lawson Lake County Park in Albany County, New York, 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 2019 Capital Plan in the County's 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 \$700,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$700,000 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 \$700,000 to pay the cost of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which \$700,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(1) of the Law, is forty (40) years.

Section 8. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$9,107,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 9. The following additional matters are hereby determined and stated:

- (a) 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.
- (b) The proposed maturity of a portion of the bonds authorized by this resolution will exceed five (5) years.

Section 10. 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 11. 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 12. 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 13. 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 14. 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) (1) Except as provided below, based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(4), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

(2) (A) Notwithstanding the foregoing, the Knox Cave Rd. Highway Rehabilitation Project and CR311 and CR303 Highway Rehabilitation Project described in Section 1 constitute an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the projects, and therefore will not seek lead agency status with respect to the projects;

(B) The projects will result in no major impacts and, therefore, are ones that will not cause significant damage to the environment. Therefore, the County hereby determines that the projects will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to either project; and

(C) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to each project.

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

(c) 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 project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) 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 project authorized by this resolution described in Section 4 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(18) and (21), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(e) 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 project authorized by this resolution described in Section 5 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(1), (2), and (25), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(f) 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 project authorized by this resolution described in Section 6 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(16), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(g) 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:

(1) The project authorized by this resolution described in Section 7 constitutes an "Unlisted action" (as said quoted term is defined in the Regulations) and therefore coordinated review and notification of other involved agencies is strictly optional. The County hereby determines not to undertake a coordinated review of the project, and therefore will not seek lead agency status with respect to the project;

(2) The project will result in no major impacts and, therefore, are ones which will not cause significant damage to the environment. Therefore, the County hereby determines that the project will not have a significant effect on the environment, and the County will not require the preparation of an environmental impact statement with respect to the project; and

(3) As a consequence of the foregoing, the County has decided to prepare a negative declaration with respect to the project.

Section 15. 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 8 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, 4, 5, 6, and 7 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 16. 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 17. 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 roll call the following members voted in favor: Messrs. Beston, Bullock, Burgdorf, Ms. Chapman, Messrs. Clenahan, Commisso, Crouse, Ms. Cunningham, Messrs. Dawson, Domalewicz, Drake, Ethier, Feeney, Fein, Grimm, Higgins, Hogan, A. Joyce, R. Joyce, Ms. Lekakis, Messrs. Lockart, Mauriello, Mayo, Mss. McKnight, McLean Lane, Messrs. Mendick, Miller, Ms. Plotsky, Messrs. O'Brien, Reinhardt, Signoracci, Smith, Stevens, Touchette, Tunny, Ward and Ms. Willingham - 37

Those opposed: - 0

Adopted by unanimous vote - 12/3/18

RESOLUTION NO. 99

AUTHORIZING AN AGREEMENT WITH NEW CASTLE PAVING, LLC FOR THE CONSTRUCTION OF CR303 AND CR311 (BEAVER DAM ROAD) HIGHWAY IMPROVEMENT PROJECT IN THE TOWNS OF BERNE AND NEW SCOTLAND

Introduced: 4/12/21

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with New Castle Paving, LLC for the construction of CR303 and CR311 Beaver Dam Road Highway Improvement Project in the Towns of Berne and New Scotland in an amount not to exceed \$2,341,988 for a term commencing April 1, 2021 and ending November 30, 2021, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids regarding the CR303 and CR311 (Beaver Dam Road) Highway Improvement Project in the Towns of Berne and New Scotland and five bids were received, and

WHEREAS, The Department Engineering Staff and Creighton Manning Engineering, LLP reviewed said bids and recommended awarding the contract to New Castle Paving, LLC as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with New Castle Paving, LLC, Troy, NY 12180 for the construction of CR308 and CR311 Beaver Dam Road Highway Improvement Project in the Towns of Berne and New Scotland in an amount not to exceed \$2,341,988 for a term commencing April 1, 2021 and ending November 30, 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

February 24, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

I respectfully request the Legislature's approval to apply for a \$15,000 grant through the 2021 AARP Community Challenge program. As part of this grant program, AARP is soliciting grants for projects that will, among other things, "create vibrant public places that improve open spaces," as well as "deliver a range of transportation and mobility options that increase connectivity and walkability and bikeability."

Since its completion, the Albany County Helderberg-Hudson Rail Trail has been an indispensable resource for exercise, recreation and opportunities to enjoy nature for people of all ages. Not only does it connect communities across the county, but it also serves as alternative to traditional forms of transportation. However, because of its popularity and the mixture of pedestrians and bicyclists, the Rail Trail can at times be deemed dangerous because of those traveling at excessive speeds.

With this grant funding, we plan to add signage to the Rail Trail, as well as enlist the help of local artists and the Art on the Rail Trail Committee to create murals that raise awareness and enhance safety on this popular attraction.

Thank you for your time and consideration. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Daniel P. McCoy
Albany County Executive

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2338, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting approval to apply for the 2021 AARP Community Challenge Grant Program

Date: February 24, 2021
Submitted By: Cameron Sagan
Department: County Executive's Office
Title: Policy Analyst
Phone: 518-447-5671
Department Rep.
Attending Meeting: Cameron Sagan

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 4/14/2021

- 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):

AARP
601 E Street, NW
Washington DC 20049

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$15,000
Scope of Services: Click or tap here to enter text.

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: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

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: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The County Executive's Office is requesting the County Legislature's permission to apply for a \$15,000 grant the AARP's 2021 Community Challenge Grant Program. Grants are available to make communities more livable for people of all ages in part by improving public spaces, transportation and civic engagement. Grant funding would be used to enhance safety along the Albany County Rail Trail with added signage and artwork from local artists that raise awareness for speed issues on the Rail Trail.



Grants to make communities livable for people of all ages
aarp.org/CommunityChallenge

2021 AARP Community Challenge

*A grant program to make communities **more livable** for people **of all ages** with **tangible improvements** that jump-start long-term change*

AARP invites you to submit applications for quick-action projects that can help your community become more livable by improving public spaces, transportation, housing, civic engagement, coronavirus recovery, diversity and inclusion, and more.

Applications must be submitted through www.aarp.org/communitychallenge and are due by April 14, 2021, 8:00 p.m. ET. All projects must be completed by November 10, 2021.

AARP AND LIVABLE COMMUNITIES

AARP's work on livable communities supports the efforts of neighborhoods, towns, cities and counties nationwide to become more livable. We believe that communities should provide safe, walkable streets; affordable and accessible housing and transportation options; access to needed services; and opportunities for residents to participate in civic and community life.

AARP has offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is working with local leaders in roughly 500 communities who are part of the AARP Network of Age-Friendly States and Communities. Ultimately, our vision is for a future in which places—urban, suburban and rural—are great for people of all ages.

AARP COMMUNITY CHALLENGE

We know that it takes time to build great places for all, but we also believe that quick actions and tangible improvements can spark longer-term progress. AARP launched the AARP Community Challenge to fund projects that build momentum for change.

Since 2017, the AARP Community Challenge has awarded 560 grants that demonstrated the program's ability to:

- Leverage **additional funds** and support from public, private and philanthropic organizations and funders;
- Advance change and **overcome policy barriers**; and

- Lead to new relationships, and greater **awareness and engagement** with the effort.

AARP is currently soliciting applications for 2021 funding. Applications are due by April 14, 2021, 8:00 p.m. ET, and all projects must be completed by November 10, 2021.

Applications must be submitted through aarp.org/communitychallenge. See Attachment A for the sample application.

PROJECT TYPES

AARP will prioritize projects that deliver inclusive solutions that meet the needs of diverse populations, as well as those that directly engage volunteers through permanent or temporary solutions that aim to achieve one or more of the following outcome areas:

- Create vibrant **public places** that improve open spaces, parks and access to other amenities.
- Deliver a range of **transportation** and mobility options that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements.
- Support a range of **housing** options that increases the availability of accessible and affordable choices.
- Increase **civic engagement** and demonstrate the tangible value of “**Smart Cities**” with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of inclusion.
- Support local recovery from the **coronavirus** pandemic with an emphasis on economic development, improvements to public spaces, and transportation services.
- Ensure a focus on **diversity and inclusion** while improving the built and social environment of a community.
- **Other** community improvements. In addition to these areas of focus, AARP wants to hear about local needs and innovative ideas for addressing them.

Community Challenge grants can be used to support the following types of projects:

- **Permanent physical improvements** in the community
- **Temporary demonstrations** that lead to long-term change
- **New, innovative** programming or services

Please note: Project types described above will be prioritized over those that support ongoing programming or events.

See **Attachment C** for specific examples from previous AARP Community Challenge funded projects.

ELIGIBILITY

The program is open to the following types of organizations:

- 501(c)(3), 501(c)(4) and 501(c)(6) nonprofits
- Government entities
- Other types of organizations considered on a case-by-case basis

GRANT AMOUNTS

Grants can range from *several hundred* dollars for smaller, short-term activities to *several thousand* or *tens of thousands* of dollars for larger projects.

2021 TIMELINE

Dates	Key Activity
April 14, 2021 (8:00 p.m. ET)	Deadline for applications.
June 2021	Selected and non-selected applicants will be notified of their status via email.
July 14, 2021	Deadline for MOU and vendor forms to be completed and returned by grantees to AARP.
July 28, 2021 (tentative)	National and state announcements of selected grantees to public and projects can start.
November 10, 2021	Deadline for project completion.
December 8, 2021	Deadline for After-Action Report.

APPLICATION REQUIREMENTS

- Applicants must meet the eligibility requirements.
- Applications must be submitted through [AARP.org/CommunityChallenge](https://www.aarp.org/communitychallenge) with all pertinent information by April 14, 8:00 p.m. ET.
- Incomplete applications will not be reviewed.

GRANT SELECTION

Grant recipients will be selected by an AARP panel of experts on aging, community development and livable communities. Projects will be judged on the degree to which their goals make an immediate change that leads to longer-term impact in a manner that meets all other selection criteria.

The following projects are **NOT** eligible for funding:

- Partisan, political or election-related activities
- Planning activities and assessments and surveys of communities without tangible engagement
- Studies with no follow-up action
- Publication of books or reports
- Acquisition of land and/or buildings or a vehicle purchase

- Sponsorships of other organizations' events or activities
- Research and development for a non-profit endeavor
- Research and development for a for-profit endeavor
- The promotion of a for-profit entity and/or its products and services

Eligible projects will be assessed on:

- **IMPACT (65 points)** – The project addresses a clear need that brings positive change and demonstrates the ability to overcome barriers and accelerate, grow and/or sustain the community's efforts to become more livable for all (especially people 50+), and/or focuses on diversity and inclusion.
- **EXECUTION (25 points)** – Applicants demonstrate capacity to deliver the AARP Community Challenge project on time and within the awarded budget, effectively engage residents and key stakeholders, and leverage volunteers (especially 50+ volunteers) in the execution.
- **INNOVATION (10 points)** – The project demonstrates creativity or unique design or engagement elements which will contribute to its impact.

In addition to the criteria provided, AARP will also evaluate each project based on its consistency with the AARP mission.

ADDITIONAL OPPORTUNITIES**An Opportunity for Other Possible AARP Funding:**

By submitting a proposal for the AARP Community Challenge initiative, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

Note Regarding Other Potential Funders:

AARP might be contacted by other potential funders that could be interested in funding projects that were not funded through the AARP Community Challenge. The potential funders may have additional process steps and funding requirements than those of the AARP Community Challenge. If requested, AARP would like to send your contact information, organization name and a short description of the proposal, including the community where the project would take place ("Project Information"). Please note that these projects will be subject to any potential funder's own terms, conditions and review. Please indicate in your application whether or not you give permission to AARP to share your Project Information with other potential funders. If you select "yes," you agree on behalf of yourself and your organization to release AARP and its affiliates and their respective officers, directors, employees, contractors, agents and representatives from all liability associated with sharing the Project Information with potential funders. We will alert you before this Project Information is given to potential funders.

NOTIFICATION

Grant recipients and unselected applicants will be notified by email in June, 2021.

Grantees must execute and email a binding Memorandum of Understanding and completed vendor forms to AARP by July 14, 2021. Noncompliance with this deadline may result in disqualification or delayed funding.

TERMS AND CONDITIONS

By submitting an application to AARP, the applicant agrees that:

- The decisions of AARP regarding the eligibility of applicants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP, whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend the award.
- All projects and applications shall not violate any third-party rights.
- Except where prohibited by law, participation in the AARP Community Challenge constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration.
- All promotional materials (such as newsletters, press releases), events and signage related to the funded project will include a statement indicating that support was received from AARP.
- The organization is required to capture photos of the project and is encouraged to capture video. As the organization captures photos and video of the project, if an identifiable individual appears in the photos and/or videos, the organization is responsible for having him/her sign the AARP General Release (this document will be provided to grantees with the MOU and other required paperwork). In addition, the organization should not include any element in photos or videos provided to AARP that may violate third party rights such as artwork and trademarks in text and logo other than those owned by the organization and AARP. The organization should be prepared to send work in progress photos to AARP upon request. Following the grant period, grantees are required to respond to periodic requests for updates from AARP.
- AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.

RESOLUTION NO. 100

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AARP REGARDING THE 2021 COMMUNITY CHALLENGE GRANT PROGRAM

Introduced: 4/12/21

By Public Works Committee:

WHEREAS, The County Executive has requested authorization to submit a grant application to AARP regarding the 2021 Community Challenge Grant Program for enhancements to the Albany County Rail Trail, and

WHEREAS, The County Executive has indicated that such grant funding will be used to deliver a range of transportation and mobility options that increase connectivity, walkability, and bikeability by adding signage to the Rail Trail, as well as enlist the help of local artists and the Art on the Rail Trail Committee to create murals that raise awareness and enhance safety on the Albany County Rail Trail, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to AARP regarding the 2021 Community Challenge Grant Program for enhancements to the Albany County Rail Trail, and, be it further

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET 3RD FLOOR SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

February 24, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to to enter into a Contractual Renewal Agreement with Cayuga Centers for the provision of Parent Partner Services. The total contractual amount is for \$74,692.20 for the period of January 1, 2021 – December 31, 2021.

The Department identified the Parent Partner as one of the programs funded under the Supervision and Treatment Services for Juveniles Program (STSJP) Plan. Albany was allocated funding in the amount of \$172,722. The Department received approval to accept this allocation and the submission of the STSJP Plan via Resolution 2020-15.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2268, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Cayuga Centers for the Provision of Parent Partner Services

Date: February 24, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

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):

Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$74,692.20
Scope of Services: Provision of Parent Partner Services

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line:	AA6071	03670	04615	04670
Revenue Amount:		\$29,877	\$27,637	\$17,178
Appropriation Account and Line:	AA6071	44046		
Appropriation Amount:		\$74,692.20		

Source of Funding - (Percentages)

Federal:	40
State:	37
County:	23
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:	20-89, 19-536, 16-374, 15-399, 14-388, 13-479
Date of Adoption:	3/9/20, 12/5/19, 9/12/16, 10/13/15, 10/14/14, 11/12/13

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Request for Authorization to enter into Contractual Renewal Agreement with Cayuga Centers for the Provision of Parent Partner Services

The Department for Children, Youth and Families respectfully requests Legislative authorization to enter into a contractual agreement with Cayuga Centers for the provision of Parent Partner Services. The total contractual amount is for \$74,692.20 for the period of January 1, 2021 – December 31, 2021. The Department desires to exercise its first of two (2) options under the contract, to renew the agreement.

The Department identified the Parent Partner as one of the programs to be funded under the Supervision and Treatment Services for Juveniles Program (STSJP) Plan. Albany was allocated funding in the amount of \$172,722. The Department received approval to accept this allocation and the submission of the STSJP Plan via Resolution 2021-15.

In order to implement the Parent Partner services, the Department, in collaboration with the Department of Probation, issued a Request for Proposals for Parent Partner Services—*RFP-2019-133*—on November 28, 2019 with responses due January 10, 2020. Albany County sought proposals to provide Parent Partner services with a focus on reducing reliance on Persons in Need of Supervision (PINS) petitions to address family conflicts.

As of January 1, 2020, the new PINS legislation became effective. At this time, there is no longer be the ability to remand PINS youth to detention. Additionally, there are significant changes to PINS placement, including PINS-Truancy. In Albany County, PINS-Runaways and Truancy are a driving factor in the number of PINS youth placed. The goal is to significantly reduce and eventually eliminate all PINS placements as they are 100% local costs as of 1-1-20. Albany County believes the Parent Partner Service is a proactive strategy to address these concerns and be responsive to the changes in PINS legislation.

Parent Partners are typically individuals who have gained a unique set of skills and knowledge based on their personal experience in advocating for their own child(ren) who have been involved in one or more formal service systems. Effective Parent Partners assist families by engaging them and offering empathy, support, encouragement, information and advocacy as to what they should expect from service providers within the system of care. Having a Parent Partner available can be of tremendous support to families as they learn the complexities and challenges presented within Child Welfare and Probation (juvenile justice) services.



COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Gail Geohagen-Pratt, Commissioner
Children, Youth and Families

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: January 27, 2020

RE: RFP #2019-133, Parent Partner Services

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Cayuga Centers in the amount of \$74,962.80.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Cayuga Centers for an award.

Please obtain the necessary contract approval of the Contract Administration Board, so that we may issue a Notice of Award to the successful proposer.

RESOLUTION NO. 89

AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING
THE PROVISION OF PARENT PARTNER SERVICES

Introduced: 3/9/20

By Social Services Committee:

WHEREAS, By Resolution No. 536 for 2019, this Honorable Body authorized the Department for Children, Youth and Families to sign and submit a Supervision and Treatment Services for Juveniles Program Plan to the New York Office of Children and Family Services (OCFS) to accept allocated funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2019 and ending September 30, 2020, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter an agreement with Cayuga Centers regarding the provision of Parent Partner services, funded by the aforementioned OCFS allocation, with a focus on reducing reliance on persons in need of supervision (PINS) petitions to address family conflicts in an amount not to exceed \$74,693 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 an agreement with Cayuga Centers regarding the provision of Parent Partner services with a focus on reducing reliance on PINS petitions to address family conflicts in an amount not to exceed \$74,693 for a term commencing January 1, 2020 and ending December 31, 2020, 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.

Adopted by unanimous vote - 3/9/20

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
CHILDREN, YOUTH AND FAMILIES



RFP # 2019-133

PARENT PARTNER SERVICES

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: Parent Partner Services RFP NUMBER: 2019-133

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Proposers meeting has been arranged for this RFP, please indicate if you plan to attend: **Yes** / **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE
RFP #2019-133

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- Could not meet Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements too restricting.
- Bond requirements too restricting.
- Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to firm.
- Quantities too small.
- Insufficient time allowed for preparation of bid/proposal.
- Other reasons; please state and define: _____

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2019-133**

Sealed Proposals for **Parent Partner Services** as requested by Albany County Department of Children, Youth and Families will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, January 10, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on Thursday, November 28, 2019

Karen A. Storm
Purchasing Agent

Dated: November 15, 2019
Albany, New York

PUBLISH ONE DAY – Thursday, November 28, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, November 28, 2019 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
PARENT PARTNER SERVICES
ALBANY COUNTY DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
RFP # 2019-133

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Capital Region Purchasing Group (CRPG) bid notification system (<http://www.govbids.com/scripts/CRPG/public/home1.asp>). Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the CRPG are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the CRPG bid notification system, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE:

1.1 The County of Albany is seeking proposals for **Parent Partner services** as requested by the Albany County Department for Children, Youth and Families.

1.2 Albany County is requesting proposals to provide Parent Partner services with a focus on reducing reliance on Persons in Need of Supervision (PINS) petitions to address family conflicts. As of January 1, 2020, the new PINS legislation becomes effective. At such time, there will no longer be the ability to remand PINS youth to detention. Additionally, there are significant changes to PINS placement, including PINS-Truancy. In Albany County, PINS-Runaways and Truancy are a driving factor in the number of PINS youth placed. Albany County believes the Parent Partner Service is a proactive strategy to address these concerns and be responsive to the impending changes in PINS legislation as of January 1, 2020.

SECTION 2: RECEIPT OF PROPOSALS:

2.1 **Ten (10) copies** (1 original and 9 copies), and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than Friday, January 10, 2020, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street
Room 1000
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the Albany County Department for Children, Youth and Families.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER:

Provide a statement of Proposer qualifications including:

- 3.1 Provide the name, a brief history and description of your agency. Include your agency's most recent financial and program annual report.
- 3.2 Identify your agency's staff members who would be involved in the County contract, the experience each possesses, and the location of the office from which each work. All staff will need to have documented completion of the Parent Empowerment Project Certification Program through Columbia University and the NYS Office of Mental Health, or an equivalent certification approved by the DEPARTMENT at the time of the proposal submission, as well as successful clearance from the New York State Central Registry of Abuse and Maltreatment and of the New York State Office of Mental Health Criminal Background check. The staff may also need to comply with required health examinations as related to the performance of Parent Partner services. All such background checks and health examinations must be fulfilled prior to the delivery of service, as per applicable State

and Federal rules and regulations. All staff will also need to have a valid New York Driver's license and a reliable automobile.

If staff will need to be hired, please identify the timeframe that would be needed to hire, train, and have someone ready to provide services.

The nature of the service will entail staff's interaction with the community and engagement of families in the community, primarily the City of Albany. Staff's knowledge of the City of Albany and familiarity with the community is preferred.

- 3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).
- 3.4 Detail your agency's experience in the provision of family engagement, support and advocacy services.
- 3.5 List two references from clients who have received similar services from your agency. This should include their name, address and current phone number. Please do not include letters of support.
- 3.6 Compliance with the Albany County Affirmative Action Plan will be required. With the proposal, submit a statement indicating the composition of your workforce.
- 3.7 Provide any additional information that would distinguish your agency in its service to Albany County.
- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information is not submitted within the required time frame or if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
Conditional Proposals will not be accepted.
- 3.9 In addition to hardcopy, agencies are also required to submit the scope of services of their proposals via email to Gail.Geohagen@albanycountyny.gov.

SECTION 4: SCOPE OF SERVICES FOR PARENT PARTNERS:

4.1 Introduction:

Mission: Albany County Department for Children, Youth and Families is committed to excellence, professionalism, integrity and is uniquely structured to deliver an integrated,

diverse, holistic set of services, in collaboration with families and communities to empower families to create a safe, nurturing environment in which children can grow, thrive and reach their full potential.

Albany County is a System of Care community, which subscribes to the Child and Adolescent Service System Program (CASSP) Core Principles--child-centered, family-focused, community based, culturally competent, least restrictive and coordinated services for children and their families. Youth and their families are expected to be involved meaningfully at the service delivery, management and policy levels.

Albany County is requesting proposals to provide Parent Partner services with a focus on reducing reliance on Persons in Need of Supervision (PINS) petitions to address family conflicts. As of January 1, 2020, the new PINS legislation becomes effective. At such time, there will no longer be the ability to remand PINS youth to detention. Additionally, there are significant changes to PINS placement, including PINS-Truancy. In Albany County, PINS-Runaways and Truancy are a driving factor in the number of PINS youth placed. Albany County believes the Parent Partner Service is a proactive strategy to address these concerns and be responsive to the impending changes in PINS legislation as of January 1, 2020.

It is our vision that Albany County Department for Children, Youth and Families (ACDCYF) and the Department of Probation will be able to offer caregivers that have youth with PINS behaviors, the opportunity of a Parent Partner. As directed by County staff, the primary role of the Parent Partners will be to outreach and immediately engage families. This will necessitate that Parent Partners are co-located at Probation, ACDCYF, and/or other community-based work sites.

Parent Partners are typically individuals who have gained a unique set of skills and knowledge based on their personal experience in advocating for their own child(ren) who have been involved in one or more formal service systems. Effective Parent Partners assist families by engaging them and offering empathy, support, encouragement, information and advocacy as to what they should expect from service providers within the system of care. Having a Parent Partner available can be of tremendous support to families as they learn the complexities and challenges presented within Child Welfare, Children with Special Needs, Children's Mental Health, Family Court and Probation (juvenile justice) services.

4.2 General Requirements of ALL PROPOSERS:

1. The DEPARTMENT shall be responsible for determining the eligibility of families for Parent Partner services to be purchased by the DEPARTMENT and shall serve as the gatekeeper and approver for all authorizations, reauthorizations, and subsequent closings of Parent Partner services.
2. The PROPOSER will be responsible for recruiting, screening, training, and supervising the Parent Partners co-located at ACDCYF. The County reserves the right to review the qualifications and effectiveness of Parent Partners throughout the terms of the contract

and utilize this review to determine how and if, the DEPARTMENT will continue to utilize the PROPOSER'S service(s) and for reference in future RFP scoring.

Proposers shall identify their methods for the following:

- a. PROPOSER to discuss what educational tools and training would be required by Parent Partners, including the required certification process, prior to assuming their duties, as well as ongoing training initiatives.
 - b. PROPOSER to discuss method of insuring that Parent Partner(s) are knowledgeable of Albany County services and supports (especially juvenile justice), including the private sector and natural community supports. Knowledge of the City of Albany's West Hill/Arbor Hill, and South End neighborhoods is preferred.
 - c. PROPOSER to discuss how the agency will provide supervision to the Parent Partner(s) co-located at ACDCYF and Probation work sites.
3. The PROPOSER and the DEPARTMENT shall cooperate in the collection and exchange of data to facilitate service planning. Further, the PROPOSER will be subject to the DEPARTMENT's quality assurance processes including, but not limited to announced and unannounced site visits, random sampling of case file materials (closed and open), participation in Utilization and Review Committees, phone and written surveys with consumers, review of adherence to contracted services and/or program curriculum, and any other practice initiated by the DEPARTMENT for the purpose of insuring compliance and the delivery of quality services. Any subcontractors or collaborators of services with the PROPOSER will also be subject to the DEPARTMENT'S quality assurance processes. The Department will utilize the outcomes of such Quality Assurance processes to determine how and if, the DEPARTMENT will continue to utilize the PROPOSER'S service(s) and for reference in future RFP scoring.
 4. The PROPOSER will not issue any case specific reports or letters of recommendation without prior review by the DEPARTMENT. The PROPOSER will insure that all final reports are received by the DEPARTMENT'S staff and any requested parties that are legally authorized to receive them in accordance with the State and Federal laws, including but not limited to the DEPARTMENT and Family Court, no later than five (5) business days in advance of a scheduled hearing or planning meeting. The PROPOSER will insure the presence of staff at Family Court proceedings as requested by either the DEPARTMENT or Family Court.
 5. The PROPOSER agrees to comply with the reporting provision of suspected child abuse or maltreatment as set forth in Article 6 of Title 6 of the Social Service Law.
 6. The PROPOSER will be responsible for documenting all contacts with the family in the form and content as agreed upon by the DEPARTMENT. Such form and content will be determined directly with the awarded PROPOSER during contract development. Such

documentation may include documentation of progress notes in various DCYF and State information systems.

7. The PROPOSER is responsible for completing and submitting a monthly report to the DCYF designee within 5 business days following the end of the month. The Department will use this data to track PROPOSER important programmatic outcomes. Upon award of the contract, the DEPARTMENT and the PROPOSER will determine the form and content of such monthly report.
8. The PROPOSER will also be responsible completing the relative data checklist (as per Appendix B) within 14 days of receiving the referral, unless otherwise specified by ACDCYF Supervisory staff.
9. The PROPOSER will be responsible for providing services in the home and in the community based on family need. This includes all geographic areas of Albany County, but in particular the City of Albany's West Hill, Arbor Hill, and South End neighborhoods. If the PROPOSER is not willing, refuses, or unable to provide services in the home in all geographical areas, then the DEPARTMENT will need to assess whether any further referrals will be made to the agency and whether a breach of contract has occurred. The ability to provide services in all geographical areas of Albany County will also be a determining factor when considering renewal of yearly contracts as well as scoring criteria in the next RFP.
10. The PROPOSER shall provide Parent Partner services founded on best practice principles, specifically:
 - the program design shall be client-centered and family-focused, treating the family as a partner in engagement, support and advocacy;
 - program and Proposer shall demonstrate cultural competence;
 - program shall have specific strategies to successfully work with families experiencing issues related to child welfare, juvenile justice, mental health, and/or substance abuse
 - program should include practice which is trauma-informed;
 - program design shall incorporate family skill building and linkages to natural community supports to promote independent family functioning (in an effort to reduce recidivism);
 - Proposer shall have a working knowledge of formal service systems in Child Welfare, Juvenile Justice, and Children's Mental Health.

4.3 **Parent Partner Services Programming**

Service Area Definition:

Albany County is requesting proposals to provide Parent Partner services with a focus on outreach and caregiver engagement, support and advocacy as they interface with the formal service delivery system. This is to include collaboration with families during the decision-

making and planning process. It is believed successful outreach, engagement, and support will safely reduce the need for higher levels of care, including out of home placement.

Albany County Department for Children, Youth and Families is specifically seeking Parent Partner services to be provided for families interfacing with the child welfare and juvenile justice systems, in particular PINS youth. The work will entail interfacing with ACDCYF and the Department of Probation.

Parent Partners will be expected to assist in the engagement of families from their initial involvement with DCYF, Probation and/or Prevention programming, and as needed throughout the course of formal services. Parent Partners would also be expected to provide support and advocacy to families, in collaboration with DCYF and Probation staff, at Family Team Meetings, Family Court appearances, and in the successful linkage to services and supports, which will assist in efforts to assist families in remaining safely intact. There will be a focus on reducing reliance on PINS. Parent Partner(s) will be working in coordination with Youth Peer support.

Albany County is requesting proposals for a maximum of 1 Full Time Equivalent (FTE) Parent Partner with a total allocation not to exceed \$75,000. Please see Appendix C for a specific outline of funding totals.

Any proposals that are above the maximum allocation will not be considered. Please note the County reserves the right to add additional FTE Parent Partners in the future at the County's discretion without issuing another RFP. Agencies should outline their ability to provide such increase in the future as deemed necessary by the County.

Service Area Outcomes:

- 95% of families referred will be successfully engaged in Parent Partner services
- 90% of families referred will be engaged face to face within 48 business hours of receiving referral
- 80% of youth will not come into Albany County custody while their families are receiving Parent Partner services
- 90% of all families within 2 months of on-going service will be able to identify at least two (2) natural community supports, which they have access to and can utilize when needed.
- 90% of families will remain successfully engaged with DCYF and/or Probation services while receiving Parent Partner services.
- 90% of families will indicate that receiving such services assisted them to remain engaged and have a better or a good experience with the County service(s).

All Parent Partner outreach, engagement, support and advocacy services would involve regular home and community visits by Parent Partners at times convenient for the families, and collaboration with families and various natural and formal community partners. Such services may include securing linkage to needed community services and resources

(resources for meeting basic food, clothing and shelter needs, child care, transportation, etc.) as well as daily living demands, including but not limited to keeping appointments, time management, budgeting skills and any other skills that are necessary. The PROPOSER will also be responsible for assisting in obtaining transportation (such as providing Uber cards, taxi vouchers, bus passes, etc.) as needed for the family to receive these services as well as for Family Court hearings and any other appointments.

PROPOSERS are required to have both individual and group support available for all families in the program, unless otherwise indicated by the DEPARTMENT. Such support should include opportunities for growth of life and parenting skills and education regarding advocacy and empowerment. PROPOSERS must specifically outline how these will be achieved in their proposal. For group support, the PROPOSER must ensure transportation of families to and from such services.

The utilization of Parent Partners in Child Welfare and Probation Services will be unique and with specific guidelines regarding the amount of time Parent Partner services would remain involved with the family. These services are meant to be time limited with some engagement of families for only a one time event. However, when ongoing involvement is dictated by the service needs, the service should be no more than 6 months, unless otherwise approved by the DEPARTMENT'S supervisory staff. It is expected that when on-going services is warranted, PROPOSERS provide at least **bi-weekly** face to face support, unless otherwise approved by the DEPARTMENT. At least once per month, such support must occur in the family's home, unless otherwise approved by the DEPARTMENT.

Additionally, when Parent Partner services are provided on an ongoing basis for a particular service and family, as designated by the DEPARTMENT, at least 30 days prior to discharging the on-going Parent Partner services, the PROPOSER must hold a strength-based, family decision meeting with the family, natural supports and any service providers engaged with the family to ensure discharge planning has been solidified and linkages to community supports, as needed have occurred.

Therefore, PROPOSERS are expected to employ strategies for rapid engagement. Such engagement strategies must clearly be outlined in the proposal. It is expected that PROPOSERS provide at least weekly face to face support, unless otherwise approved by the DEPARTMENT. At least once per month, such support must occur in the family's home, unless otherwise approved by the DEPARTMENT.

All PROPOSERS must work with the family and any other service providers, to identify an agreeable stand-by guardian for each child in the family in case of a family crisis or emergency. This confirmed identification will occur within the first 14 days of provided services and written information regarding the identified persons will be provided to the DEPARTMENT's assigned staff member.

The PROPOSER will ensure that its hours of operation and scheduling of services and

meetings reflect the needs of the families served, including flexible hours to accommodate working family members in a manner that is supportive of establishing a healthy and stable permanent environment.

PROPOSERS must be available to participate in scheduled strength-based service planning meetings to ensure collaborative service and discharge planning. PROPOSERS must also outline how they will maintain frequent contact with the DEPARTMENT and any other service agency in order to successfully address barriers to support/advocacy and any service needs.

All Parent Partner services should focus on empowering children and families to develop or enhance supports and linkages within their neighborhoods, local communities and natural support network so that once Parent Partner services have ended, the family will still have access to services/supports in their community.

All PROPOSERS are required to have “flexible funding” available for families for those instances when all other funding sources have been exhausted, including a careful analysis of the family’s ability to offset the cost either fully or in part. The PROPOSER will be responsible for establishing and maintaining an internal process which insures appropriate administrative oversight of the flexible funds. The allocated funding takes into account that the agency will have these funds available and as such no requests for additional funds for these purposes will be considered.

PROPOSERS are required to have an interpreter available for families whose first language is not English; this also includes Deaf or hard of hearing families. There will be no additional reimbursement for providing this service.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for one (1) year with an option to renew for an additional two (2) years, at one year intervals, at the sole discretion of Albany County.
- 5.2 The Successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP.

SECTION 6: BUDGET PROPOSAL:

- 6.1 Albany County is requesting proposals for a **maximum of 1 Full Time Equivalent Parent Partner with a total allocation not to exceed \$75,000.00** as outlined in Appendix C.
- 6.2 Each proposing agency shall submit a budget proposal for the services described above in Section 4, Scope of Services. To be considered for award under this RFP, agencies must follow the format set forth in the attached Budget Format Template.

6.2 PROPOSERS must provide a specific budget for each FTE Parent Partner they propose, including the corresponding number of Parent Partner hours of service to be provided weekly and the annual funding request from Albany County for each proposed FTE Parent Partner. **Any proposals that are above the maximum allocation will not be considered.** Please note the County reserves the right to add additional FTE Parent Partners in the future at the sole discretion of the County without issuing another RFP. Therefore, PROPOSERS should outline their ability to provide such additional Parent Partners in the future if deemed necessary by the County.

SECTION 7: PROPOSAL SUBMISSIONS:

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

I: Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

II: Qualification of Proposer - The Qualification of Proposer section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience. All of the outlined requirements in Section 3, Qualifications of Proposer should be included.

III. Plan Implementation - The Plan Implementation Section must address Section 4, Scope of Services in terms of the proposer's plan to carry out the requested service. This should include a Program Narrative which includes the following elements:

- Describe your program incorporating at least all of the required elements outlined in the RFP (e.g.. how you will assist with outreach; how you will engage families; how you will provide support to families; how you will provide advocacy to families; how many hours a week you will provide Parent Partners; how the program model is designed, what level of staffing will be used, where services will be delivered, etc.), and articulate a clear program strategy that is based on best practice principles.
- Please include data on how effective your program has been in the past two years, or for new programming that is based on a model, please provide data on how effective that model has been in other geographic areas.

- Outline the key performance indicators, strategies and processes for tracking outcomes which are required as defined in the RFP. Also indicate if any additional performance indicators will be tracked by the agency.
- Please specifically outline how the agency will utilize the DEPARTMENT’S quality assurance processes in order to continuously improve the services to the families of Albany County.
- Describe family involvement, in your program.

IV: Budget Proposal - The Budget Proposal Section must include all costs associated with the proposer’s plan to carry out the requested service and must address Section 6, Budget Proposal requirements as well as be consistent with Appendix C.

V: Mandatory Documentation - The Mandatory Documentation Section must include:

- a. The Non-Collusive Bidding Certificate (Attachment “A”)
- b. Acknowledgment by Proposer (Attachment “B”)
- c. Vendor Responsibility Questionnaire (Attachment “C”).
- d. Affirmative Action Plan (Attachment “D”).

SECTION 8: PROPOSAL EVALUATION:

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated based upon a set of pre-established criteria and scored by the Department for Children, Youth and Families.

8.3 Criteria will be rated by the DCYF and Probation evaluation team on a scale of 0 to 5, with higher scores indicating greater degree of approval. Subsequently, all criteria scores will be added together to obtain the Proposer’s total score.

Criteria (rated 0-5)	Weight
Proposed program clearly outlines how families will be rapidly engaged	20%
Agency’s proposal outlines key performance strategies, indicators and process for tracking outcomes.	10%
Agency’s funding request is below County’s maximum allocation: <ul style="list-style-type: none"> • per diem request is the same=0 • per diem request is 5% below=1 • per diem request is 10% below=2 • per diem request is 15% below=3 • per diem request is 20% below=4 • per diem request is 25% below=5 	5%

Agency's history of demonstrated capacity in successfully delivering proposed or similar services during the past two years	10%
Proposed program design reflects a sound understanding of the population to be served and articulates a clear program strategy that is based on best practice principles.	20%
Agency's proposal clearly outlines how families will be provided support and education to work toward self-sufficiency	20%
Agency's proposal clearly answers requirements outlined in this RFP	15%

8.5 Proposals will be examined and evaluated by the Albany County Department for Children, Youth and Families and Department of Probation with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.6 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

SECTION 9: ALTERNATIVES:

9.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 10: INDEMNIFICATION:

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

SECTION 11: SPECIFICATION CLARIFICATION:

11.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 1000
Albany, NY 12207

(518) 447-7140 (Telephone)
(518) 447-5588 (Fax)

11.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. Only questions answered by formal written Addenda will be binding.

11.3 Other than the contact person identified in the Proposal, or their designee, prospective PROPOSERS shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

12.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

12.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

12.3 Each proposal shall state that it is a firm offer for a period of ninety (90) days from the Proposal opening date. After expiration of the firm offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 13: PROPOSAL SECURITY:

13.1 No Proposal Security is requested for this Proposal.

SECTION 14: INSURANCE AND SECURITY REQUIREMENTS:

14.1 The Successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile 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 automobile.
- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance 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

14.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

- (a) Albany County shall be named as an additional insured on all liability and workers' compensation policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

14.3 No work shall be commenced under the contract until the Successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the Successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the Successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the Successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the Successful Proposer to procure and maintain any required insurance shall not relieve the Successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Successful Proposer concerning indemnification.

SECTION 15: REMEDY FOR BREACH:

15.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete

the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 16: CASH DISCOUNT:

16.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.

16.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 17: FREEDOM OF INFORMATION LAW:

17.1 The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, sections 84-90, mandates public access to government records, However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, "**THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW**". The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

SECTION 18: PRIVACY OF PERSONAL HEALTH INFORMATION:

18.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

18.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope

of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR

- b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.
- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

18.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e) (2) (iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation 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. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer 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 contractor/proposer 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 contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: AFFIRMATIVE ACTION REQUIREMENTS

- 20.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/PROPOSERS and subcontractors utilize minority and women labor to the greatest extent feasible.
- 20.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.
- 20.3 In an effort to assist PROPOSERS with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 21: DISCREPANCY

- 21.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal or bid.

SECTION 22: NON APPROPRIATIONS CLAUSE

- 22.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds, insufficient funds, or changes in reimbursement streams are appropriated and budgeted by or are otherwise unavailable to the County by receipt or for payment under this Agreement. The County will immediately notify the Contractor 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.

Appendix B

RELATIVE DATA CHECKLIST Albany County Department for Children, Youth and Families

Case Plan Name	Case Plan ID
Caseworker Name	Date

Children's Names	Mother's Name	Father's Name	Father's Address	Paternity Y/N

MATERNAL FAMILY MEMBERS

Name	Address	Phone	Interest in Child
<i>Maternal Grandmother</i>			
<i>Maternal Grandfather</i>			
<i>Mother's Sibling</i>			
<i>Mother's Sibling</i>			
<i>Mother's Sibling</i>			

<i>Mother's Cousin or Other Relative (Identify Relationship:</i>
<i>Mother's Cousin or Other Relative (Identify Relationship:</i>

PATERNAL FAMILY MEMBERS

Name	Address	Phone	Interest in Child

<i>Paternal Grandmother</i>	Which father:		
<i>Paternal Grandfather</i>	Which father:		
<i>Father's Sibling</i>	Which father:		
<i>Father's Sibling</i>	Which father:		
<i>Father's Sibling</i>	Which father:		

Name	Address	Phone	Interest in Child
<i>Paternal Grandmother</i>	Which father:		
<i>Paternal Grandfather</i>	Which father:		
<i>Father's Sibling</i>	Which father:		
<i>Father's Sibling</i>	Which father:		
<i>Father's Sibling</i>	Which father:		

<i>Mother's Cousin or Other Relative (Identify Relationship:</i>
<i>Mother's Cousin or Other Relative (Identify Relationship:</i>

SUPPORTIVE ADULTS (i.e., friends, neighbors, church members, Godparents, etc)

Name	Address	Phone	Interest in Child

KNOWN BIOLOGICAL OR ADOPTIVE PARENTS WITH LEGAL CUSTODY OF SIBLINGS OR HALF-SIBLINGS OF CHILDREN LISTED ABOVE:

Name	Address	Phone	Sibling or half Sibling of:

I understand that the Department for Children, Youth and Families may contact the relatives above if there is a crisis in my family.	
Signature: _____	Date: _____

Please use the back for additional names.

BUDGET Format

For all proposals the following format must be followed and submitted as a typed document. Handwritten documents or proposals that do not follow this format will not be considered. For agencies proposing more than one program, a separate budget for each program must be submitted.

EXPENSE CATEGORY						
Personnel Services	Annual Salary	% of Time	Total Salary	In Kind Agency Donation	Other Grant Funds	Funding Request
List all personnel associated with this program	List Annual Salary	% of time spent on this program	List total salary attributed to program	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Fringe Benefits			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
List fringe benefit expenses attributed to this program			Total amount of fringe for this program	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Contractual Expenses			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
List all contractual expenses by category (ex. Supplies, rent, electricity)			Amount of contractual expense line item.	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program
Administrative Overhead (limited to 10% of total request)			Total	In Kind Agency Donation	Other Grant Funds	Funding Request
Administrative Overhead allocated to this program			Total Amount of Overhead	List any in-kind contribution by your agency or partner agency.	List any other grant funds that will be used to offset funding request.	Amount requested from Albany County for program

Total Funding Request From Albany County: _____

End of Appendix C

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Parent Partner Services

RFP Number: 2019-133

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:
 - (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) Proposer has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Proposer deems necessary;

(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Proposal shall be addressed to:

Phone: _____

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Parent Partner Proposal
RFP Number: 2019-133

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes <input type="checkbox"/> No	
a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹: Yes No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

County of Albany
Department of Affirmative Action
Compliance Forms

**COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. **The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award.** The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved MBE WBE If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):
 No MBE/WBE joint ventures with Bidder on this Contract. Bidder is joint venturing with the following firm(s)
 (attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
<input type="checkbox"/> MBE <input type="checkbox"/> WBE				

I, _____, representative of _____ declare that the
(print) (firm)
information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: _____ Date: _____

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Notice of Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

Request Waiver of Minority/Woman Labor Participation Goal. Please explain:

Actions taken to include minority/women labor _____

Request Waiver of Minority Subcontractor Participation Goal. Please explain:

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Name (please print) Signature Title

RESOLUTION NO. 101

AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF PARENT PARTNER SERVICES

Introduced: 4/12/21

By Social Services Committee:

WHEREAS, By Resolution No. 89 for 2020, this Honorable Body authorized an agreement with Cayuga Centers regarding the provision of Parent Partner Services with the focus on reducing reliance on PINS petitions to address family conflicts for a term commencing January 1, 2020 and ending December 31, 2020, with two additional one-year options to renew, and

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with Cayuga Centers, the first of two one-year options to renew, regarding the provision of Parent Partner Services in an amount not to exceed \$74,693 for a term commencing January 1, 2021 and ending December 31, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers regarding the provision of Parent Partner Services in an amount not to exceed \$74,693 for a term commencing January 1, 2021 and ending December 31, 2021, 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET – SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

February 24, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to to enter into a Contractual Agreement with Cayuga Centers for the provision of Functional Family Therapy- Therapeutic Case Management (FFT-TCM). The contract would be for the period of January 1, 2021 to March 31, 2022.

Cayuga Centers pursued a grant from the Mother Cabrini Foundation to do evidence-based case management in Albany County. Cayuga Centers was awarded two \$500,000 grants - one of which is for Albany County. Cayuga Centers will be able to facilitate the FFT-TCM program through referrals from Albany County, at no cost to the County.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2273, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Renewal Authorization with Cayuga Centers to facilitate a Functional Family Therapy Program

Date:	February 24, 2021
Submitted By:	Scott McNelis
Department:	Children, Youth and Families
Title:	Contract Administrator
Phone:	7306
Department Rep.	
Attending Meeting:	Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- 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):

Cayuga Centers
101 Hamilton Ave
Auburn, NY 13021

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$0.00
Scope of Services: Functional Family Therapy Program

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority:

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line:

Appropriation Amount:

Source of Funding - (Percentages)

Federal:

State:

County:

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

1/1/2021 - 3/31/2022

Length of Contract:

15 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:

20-18

Date of Adoption:

2/10/20

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Backup Material for Authorization to enter into a Contractual Renewal Agreement with Cayuga Centers for the provision on Functional Family Therapy- Therapeutic Case Management (FFT-TCM)

The Albany County Department for Children, Youth, and Families (ACDCYF) respectfully requests Legislative authorization to enter into a contractual renewal agreement with Cayuga Centers for the provision of Functional Family Therapy- Therapeutic Case Management (FFT-TCM). The contract would be for the period of January 1, 2021 to March 31, 2022.

Cayuga Centers pursued a grant from the Mother Cabrini Foundation to do evidence-based case management in Albany County. Cayuga Centers was awarded two \$500,000 grants - one of which is for Albany County. Cayuga Centers will be able to facilitate the FFT-TCM program in Albany County, at no cost to the county.

FFT-TCM serves youth ages 4-18, and typically has outcomes which prevent the need for out of home placements. Families referred are typically the least likely to engage in services and are at risk for or are presenting with: childhood development delays, truancy, domestic violence, negative peers, community violence, aggression, mental health and psychiatric issues, substance abuse, conflict, corporal punishment, poor supervision, neglect, AWOL, behavioral/ physical health needs, antisocial behaviors and juvenile delinquency. A typical intervention lasts 6 months. With a staff of 2 clinicians, 2 case managers and 1 supervisor, Cayuga Centers can serve approximately 38 cases at any one time, and approximately 76-80 cases annually.

FFT-TCM is a tiered treatment model that extends services from young children to young adults. It incorporates a systemic risk assessment to determine the level of service needed, and in general, high risk families receive high intensity services and low risk receive lower intensity services. Family therapy and therapeutic case management based on the principles and techniques of FFT are integrated and are delivered by both masters level clinicians (high risk cases), and bachelors level interventionists for lower risk cases.



Grant Project Name*

Albany County Functional Family Therapy- Therapeutic Case Management (FFT-TCM)
Mother Cabrini Health Foundation Grant (Awarded 12/19)

Brief description of Grant Purpose*

Provide FFT-TCM in Albany County, an evidence-based casework practice model that has been proven to improve outcomes for youth.

Total Program/Project Budget*

\$500,000.00

Nature of project to be funded*

Human Services

Cabrini Foundation Target Populations*

Youth and young adults

Target Age Ranges*

Children (4-11)

Youth (12-24)

Geography of population to be served by proposed program/project*

County-specific

Counties*

Albany

Brief history of the organization*

Cayuga Centers has a long history of serving youth and families throughout the State of New York. Founded as an orphanage, Cayuga Centers (formerly Cayuga Home for Children) began serving youth and families in 1852. In the 1950's Cayuga Centers shifted away from being an orphanage and began operating as a Residential Treatment Center. However this would not be the only shift in services Cayuga Centers would make. In 1991, a new Family Preservation Program expanded services to children and families within the community. Since the beginning of the Family Preservation Program, services have expanded to include nationally validated and evidence-based programs such as FFT, Multisystemic Therapy (MST), Treatment Family Foster Care (TFFC) and SafeCare.

Each of our programs continue to evolve with cultural and societal changes and are designed to reflect the unique needs of those we serve. Today, the agency continues to be a sector leader in the provision of evidence- based, intensive family therapies. Where we once served orphaned or abandoned children, we now work with at- risk youth and their families through a variety of interventions across multiple states. This includes the agency's TFFC program, which now spans from Central New York to New York City, Delaware and Florida. Today, we also provide

RESOLUTION NO. 18**AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF FUNCTIONAL FAMILY THERAPY-THERAPEUTIC CASE MANAGEMENT SERVICES**

Introduced: 2/10/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter an agreement with Cayuga Centers for the provision of Functional Family Therapy-Therapeutic Case Management (FFT-TCM) for a term commencing January 1, 2020 and ending December 31, 2020, and

WHEREAS, The Commissioner has indicated since Cayuga Centers has been awarded a Mother Cabrini Foundation grant in the amount of \$500,000 to provide the aforementioned services in Albany County, it will facilitate the FFT-TCM program in Albany County at no cost to the County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers regarding the provision of Functional Family Therapy-Therapeutic Case Management for a term commencing January 1, 2020 and ending December 31, 2020, at no cost to the County, 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.

Adopted by unanimous vote - 2/10/20

RESOLUTION NO. 15**AUTHORIZING THE SUBMISSION OF A SUPERVISION AND TREATMENT SERVICES FOR JUVENILES PROGRAM PLAN TO THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES**

Introduced: 2/8/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to sign and submit a Supervision and Treatment Services for Juveniles Program Plan (STSJP) to the New York State Office of Children and Family Services (OCFS) in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2020 and ending September 30, 2021, and

WHEREAS, The Commissioner has indicated that, due to recent changes to the Supervision and Treatment Services for Juveniles Program, Albany County is required to sign and submit a STSJP plan to the OCFS to receive allocated funding to support local programming and divert youth safely from unnecessary detention, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to sign and submit a Supervision and Treatment Services for Juveniles Program Plan to OCFS in order to accept funding in the amount of \$172,722 to support programming at the Albany County Probation Department and Albany County Family Court for juvenile justice involved youth for a term commencing October 1, 2020 and ending September 30, 2021, and, be it further

RESOLVED, That the County Attorney is authorized to approve said plan 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 - 2/8/21

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 8th day of February, 2021, 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 9th day of February, 2021.

DeeDee Chambers

Clerk, Albany County Legislature

RESOLUTION NO. 102

AUTHORIZING AN AGREEMENT WITH CAYUGA CENTERS REGARDING THE PROVISION OF FUNCTIONAL FAMILY THERAPY-THERAPEUTIC CASE MANAGEMENT SERVICES

Introduced: 4/12/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter an agreement with Cayuga Centers for the provision of Functional Family Therapy-Therapeutic Case Management (FFT-TCM) for a term commencing January 1, 2021 and ending March 31, 2022, and

WHEREAS, The Commissioner has indicated that, since Cayuga Centers has been awarded a Mother Cabrini Foundation grant in the amount of \$500,000 to provide the aforementioned services in Albany County, it will facilitate the FFT-TCM program in Albany County at no cost to the County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cayuga Centers regarding the provision of Functional Family Therapy-Therapeutic Case Management for a term commencing January 1, 2021 and ending March 31, 2022, at no cost to the County, 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.



COUNTY OF ALBANY
 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
 112 STATE STREET 3 SUITE 300
 ALBANY, NEW YORK 12207
 (518) 447-7324 - FAX (518) 447-7578
 www.albanycounty.com

DANIEL P. MCCOY
 COUNTY EXECUTIVE

DANIEL C. LYNCH
 DEPUTY COUNTY EXECUTIVE

MOIRA E. MANNING
 COMMISSIONER

NICOLE WARD
 DEPUTY COMMISSIONER

February 24, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to amend the 2021 Albany County Budget to accept Redlich Horwitz Foundation grant funding in the amount of \$10,000 for the period of January 1, 2021 – December 31, 2021.

The funding will support ongoing technology needs for both the triage team and the congregate care review teams to work off site as well as to provide supports to kinship and foster parents for recruitment, training and emergency certification.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
 Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2319, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Budget Amendment to accept Redlich Horwitz Foundation Grant

Date: February 24, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: AA 6119 4 3406 / AA 6119 4 4046
Source of Funds: Redlich Horwitz Foundation Grant
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 Redlich Horwitz Foundation
110 West 40th Street, Ste 1900
New York, NY 10018

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

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority:

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA 6119 4 3406

Revenue Amount: 10,000.00

Appropriation Account and Line: AA 6119 0 4046

Appropriation Amount: 10,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State:

County: Click or tap here to enter text.

Local: 100%

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: 14-21, 248-20, 17-38

Date of Adoption: 2/8/21, 8/10/20, 2/13/17

Justification: (state briefly why legislative action is requested)

Please see attached

Department for Children, Youth and Families

Request to amend the 2021 budget to accept grant award from the Redlich Horowitz Foundation for Families First Implementation

The Department for Children, Youth and Families respectfully requests Legislative authorization to amend the 2021 adopted budget to include the Redlich Horowitz Foundation grant in the amount of \$10,000.00 for the period of January 1, 2021 – December 31, 2021.

The funding will support ongoing technology needs for both the triage team and the congregate care review teams to work off site and access case data and tableau data to assist in performing the work. In addition, funds will be utilized to provide supports to kinship and foster parents for recruitment, training and emergency certification. This would include but not limited to foster parent recruitment materials, media campaign and flexible funds to assist families in achieving certification such as household repairs or transportation.

The Department will maintain records regarding expenditures related to this grant, to comply with the requirements set forth by the Redlich Horowitz Foundation. If the money is not transferred the Department would be obligated to return the money to the Redlich Horowitz Foundation.



Redlich Horwitz Foundation

February 1, 2021

Dear Commissioner Manning,

The Redlich Horwitz Foundation ("the Foundation") is pleased to award Albany County Department for Children, Youth and Families ("the Grantee" or "you"), a local district of social services and a governmental entity, with a grant of \$10,000 to support your continued implementation of strategies and practices to strengthen your county's readiness to implement the federal Family First Prevention Services Act ("Family First") in calendar year 2021. We are awarding these funds allocated as follows:

- \$10,000 to cover the costs of technology needs for your Triage Team and Congregate Care Review Team and to cover additional support for kinship homes to become certified.
- Continued technical assistance from James Czarniak (number of hours TBD with forthcoming letter)

Along with the attached Letter of Acceptance, we ask that you submit to us a single paragraph describing how these proposed expenses will directly advance your progress towards your Family First goals and also a short budget outlining the specific expenses projected. **Please submit the Letter of Acceptance to Sarah Chiles (schiles@rhfdn.org) and Anthony Fermin (aferrin@rhfdn.org) no later than February 8, 2021.**

In addition, the Foundation will provide Grantee with the opportunity to identify two to three staff to participate in the RHF Congregate Care Reduction Cohort. The selection of those staff members is solely within Grantee's discretion. There does not exist an agreement, oral or written, whereby the Foundation may cause the Grantee to select any particular staff member. You will receive an email shortly with more information about this Cohort, with meetings scheduled to begin in March.

The Foundation will also invite your staff to participate in several optional remote trainings over the course of this year, to include prevention planning, fiscal modeling and service contract development. The Foundation is interested in continuing to support the development of tools, templates and resources your district can use, and we will keep our website, FamilyFirstNY.org, updated with the latest resources that have been developed for the Family First Readiness initiative.

This grant is made for the purpose outlined in Grantee's submitted application and in the attached Letter of Acceptance and may not be expended for any other purpose without the Foundation's prior written approval. Please note that for any portion of the grant unexpended at the completion of the project or the end of the calendar year period, a written no-cost extension shall be submitted to the Foundation prior to December 31, 2021, or the unexpended funds shall be returned to the Foundation.

It is understood that you will not use grant funds to intervene in any election or support or oppose any political party or candidate for public office or engage in any lobbying not permitted by IRC section 501(c)(3) or, if applicable, IRC sections 501(h) and 4911. This grant is not in any way



Redlich Horwitz Foundation

earmarked to support or carry on any legislative lobbying or voter registration drive within the meaning of IRC section 4945. Grantee hereby reaffirms that the project's current budget, attached to this grant agreement, accurately reflects a prohibition on using grant funds to engage in legislative lobbying or voter registration in Grantee's current fiscal year.

The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to your district, the Foundation, or this grant.

At the conclusion of the calendar year, you will be expected to participate in an end-of-year survey or call with the Foundation to share the results of this work and how these grant funds made an impact in your district. You may also be asked to participate in

In order to accept this award, please sign the attached Letter of Acceptance below and return it to Anthony Fermin at afermin@rhfdn.org and Sarah Chiles at schiles@rhfdn.org by February 8, 2021.

Thank you for your continued commitment to successful Family First implementation. The Foundation is looking forward to our continued partnership.

Sincerely,

Sarah K. Chiles
Executive Director



Redlich Horwitz Foundation

Letter of Acceptance of RHF Grant and Technical Assistance Award

To be submitted no later than February 8, 2021 to Sarah Chiles (schiles@rhfdn.org) and Anthony Fermin (afermin@rhfdn.org).

Dear Redlich Horwitz Foundation,

Albany County Department for Children, Youth and Families ("the Grantee" or "our district") hereby acknowledges its acceptance of \$ 10,000 in funding from the Redlich Horwitz Foundation ("the Foundation") to cover costs associated with the implementation of Family First.

- This funding will support ongoing technology needs for both the triage team and congregate care review teams to work off site and to access case data and tableau data to assist in the performance of the work. In addition funds are also to be used to support additional training of kinship homes to support approval and emergency certifications.
- The breakdown of the technology purchase for the Triage Unit are as follows: \$3,622.10 of the funds will be used to purchase a Dell laptop computer which is estimated at \$847.15 this will include the laptop docking station and carrying case. We plan to purchase 2 surface pros at \$818.99 each; a pen at \$79.00 each and electrical cord at \$89.99 each for a total of \$1975.96. Lastly we plan to purchase an IPAD estimated at \$749.00 and pen for \$49.99 the
- The Remain funds \$6,377.90 will be utilized to provide supports for kinship and foster families, to provide training to kinship/foster homes, to support the approval and emergency certifications of the foster homes. These funds will also assist in our foster care recruitment efforts.

Grantee commits to actively participate in our assigned Congregate Care Reduction Cohort and Redlich Horwitz Foundation-offered remote workshops to continue building our team's skills and sharing best practices and lessons learned with our peer counties. Further, Grantee commits to continuing to implement the strategies we have selected to help us achieve our Family First Readiness goals.

As part of our 2021 participation in the Family First Readiness initiative, Grantee agrees to the following:

1. We will identify a lead staff person to be the primary point of contact for the Foundation and our Family First Readiness consultant, James Czarniak.
2. We will commit to continuing our district's Family First Implementation Team meetings and using our work plan to track our completion of work.
3. We will identify 2-3 staff members to participate in the Congregate Care Reduction Cohort. We acknowledge that the selection of those staff members is solely within our discretion, and there does not exist an agreement, oral or written, whereby the Foundation may cause the selection any particular staff member.
4. We will keep a record of expenditures relating to this grant and provide those records to the Redlich Horwitz Foundation upon reasonable request.



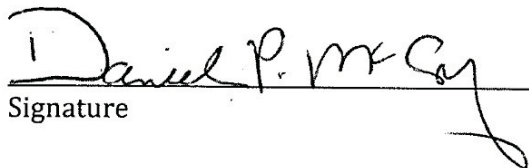
Redlich Horwitz Foundation

5. We will keep Redlich Horwitz Foundation apprised of our progress throughout the grant term. We will participate in a year-end survey and call with the Redlich Horwitz Foundation to review our district's progress related to this effort and our achievement of initiative milestones, outcomes and Family First Readiness goals.
6. We understand this grant is made for the purposes outlined in our Family First Readiness Year Three grant application, which we submitted electronically, and the attached award letter. We will not expend these funds for any other purpose without the Redlich Horwitz Foundation's prior written approval.
7. We agree to return any grant funds unexpended by December 31, 2021, to the Redlich Horwitz Foundation or to submit a written request for a no-cost extension.

Grantee has identified the following staff to participate in the Congregate Care Reduction Cohort:

Name	Title	Email Address
Michelle Dowe	Director of Services	Michelle.dowe@albanycountyny.gov
Patricia Mantey	Supervisor A	Patricia.mantey@albanycountyny.gov
Ashanta Harris	Supervisor A	Ashanta.harris@albanycountyny.gov

Signed,



Signature

2/12/2021

Date

Daniel P. McCoy
County Executive

or

Daniel C. Lynch
Deputy County Executive

APPROPRIATIONS

ACCOUNT N	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
AA 6119 4 4046 000	Fees for Services	10,000	0		DCYF
	TOTAL APPROPRIATIONS	10,000	0		

ESTIMATED REVENUES

ACCOUNT N	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
AA 6119 0 3407 000	Child Advocacy Center	0	10,000		DCYF
	TOTAL ESTIMATED REVENUES	0	10,000		
	GRAND TOTALS	10,000	10,000		

RESOLUTION NO. 103

AUTHORIZING AN AGREEMENT AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET: REDLICH HORWITZ FOUNDATION GRANT

Introduced: 4/12/21

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families (DCYF) has requested authorization to enter into an agreement with the Redlich Horwitz Foundation regarding grant funding in the amount of \$10,000 for the term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Commissioner has indicated that the grant funding will support ongoing technology needs for both the triage team and the congregate care review teams to work off site and access case and Tableau data; and to support program planning, foster parent recruitment, and certification, including but not limited to foster parent recruitment materials, media campaigns, and flexible funds to assist families in achieving certification such as household repairs or transportation, and

WHEREAS, The Commissioner has also requested an amendment to the 2021 DCYF Budget in order to incorporate said funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Redlich Horwitz Foundation regarding kinship and foster parent recruitment support funding in the amount of \$10,000 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, By the Albany County Legislature that the 2021 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3407 Child Advocacy Center by \$10,000

Increase Appropriation Account A6119.4 by \$10,000 by increasing line item A6119 4 4046 Fees for Services by \$10,000

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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET – SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycounty.com

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

February 24, 2021

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to accept grant funding from the Office of Children and Family Services for the Child Right: Safe Harbor Initiative, and to amend the 2021 adopted budget for the Department for Children, Youth and Families. The grant award for the 2021 funding year for the period of January 1, 2021 to December 31, 2021 is \$33,000 with no County share.

The funding, as in the past will continue to facilitate trainings and educational outreach to increase community awareness and knowledge about the Safe Harbor Initiative.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

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



County of Albany

Harold L. Joyce
Albany County Office
Building
112 State Street - Albany,
NY 12207

Legislation Text

File #: TMP-2320, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization of Grant Acceptance from NYS Office of Children and Family Services for the Safe Harbor Grant and to Amend the Children Youth and Family 2021 Adopted Budget

Date: February 24, 2021
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Moira Manning, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel
- Personnel Non-Individual

Revenue

Increase Account/Line No.: AA6119 03407 \$33,000.00
Source of Funds: NYS OCFS
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

Acceptance

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):

NYS OCFS
52 Washington Street
Rensselaer, NY 12144

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$33,000.00
Scope of Services: Safe Harbor Initiative

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: AA6119 03407
Revenue Amount: \$33,000.00

Appropriation Account and Line: AA6119 18580, 89010, 44038, 44039, 44046
Appropriation Amount: 28080, 2386, 500, 800, 1234

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 100
County: Click or tap here to enter text.
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

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 20-53, 19-64, 17-42, 17-350, 16-152, 15-182
Date of Adoption: 2/10/20, 2/11/19, 2/13/17, 9/11/17, 4/11/16, 5/11/15

Justification: (state briefly why legislative action is requested)

Please See Attached

Department for Children, Youth and Families

Backup Material for Authorization of Grant Acceptance from the Office of Children and Family Services of the Safe Harbor Grant and to Amend the 2021 Adopted Budget

The Albany County Department for Children, Youth, and Families (ACDCYF) respectfully requests Legislative authorization to accept grant funding from the Office of Children and Family Services for the Child Right: Safe Harbor Initiative and to amend the 2021 adopted budget for the Department for Children, Youth and Families. The grant award for the 2021 funding year for the period of January 1, 2021 to December 31, 2021 is \$33,000 with no County share.

In 2008, New York State signed into legislation the Safe Harbor for Exploited Children Act. Prior to the passage of this Act, sexually exploited youth involved in illegal activities did not receive the protection of the Family Court and were instead prosecuted criminally. As such, rather than viewed as victims, these children and youth were seen as offenders of the law and treated as such. With the passage of the Act, these children and youth are now viewed as victims, which enable them to receive services to provide for their safety and well-being, in addition to counseling and other specific services to help address their emotional needs.

Allowable use of Safe Harbor funds include:

1. Create or further develop a community taskforce to address the issue of the sexual exploitation of children on a community-wide basis among all stakeholders, including law enforcement, child welfare staff, runaway and homeless youth shelter staff (where applicable), local service providers, advocates, local school staff, medical providers, and any other community stakeholders;
2. Promote community awareness about the sexual exploitation of children, including information on identification, referral to services, through community events or other methods of disseminating information;
3. Provide case assessment and referral for services through a multi-disciplinary team approach, including the utilization of Child Advocacy Centers where such exist, to interview potentially sexually exploited children and develop case plans to meet their needs;

With the funding to date, DCYF has facilitated trainings and educational outreach to increase community awareness and knowledge on this subject matter.

In 2017, we established a critical team and developed protocol and processes to identify and service this population of youth. The Critical Team, as initially formed, consists of the following entities with other agencies to be included as warranted:

- Albany County Department for Children Youth and Families
- Albany County Attorney's Office
- Albany County Department of Probation
- Albany County Department of Social Services
- Albany County Department of Mental Health
- Albany Police Department
- Albany County Sheriff's Office
- Albany Police Department
- Bethlehem Police Department
- Colonie Police Department

- Albany County Crime Victims Sexual Violence Center
- St. Anne Institute
- Albany Medical Center
- St. Peter's Health Partners

- Forensic Nurse Practitioners of Schenectady
- Albany County Regional Immigration Assistance Center

371b0125-3a54-4775-9080-de310415152c

APPROPRIATIONS

	ACCOUNT NO.	DATE	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A	6119	1 8580	Per Diem Therapies PT	28,080.00			DCYF
A	6119	8 9010	Social Security	2,386.00			DCYF
A	6119	4 4038	Travel/Mileage/Freight	500.00			DCYF
A	6119	4 4039	Conferences, Training, Tuition	800.00			DCYF
A	6119	4 4046	Fees for Services	1,234.00			DCYF
			TOTAL APPROPRIATIONS	<u>33,000.00</u>	<u>0.00</u>		

ESTIMATED REVENUES

	ACCOUNT NO.	DATE	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
A	6119	0 3407 000	Child Advocacy Center	0.00	33,000.00		
			TOTAL ESTIMATED REVENUES	<u>0.00</u>	<u>33,000.00</u>		
			GRAND TOTALS	<u>33,000.00</u>	<u>33,000.00</u>		

RESOLUTION NO. 104

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT REGARDING THE CHILD RIGHT: SAFE HARBOR INITIATIVE AND AMENDING THE 2021 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 4/12/21
By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the New York State Office of Children and Family Services in order to accept funding regarding the Child Right: Safe Harbor Initiative in the amount of \$33,000 for a term commencing January 1, 2021 and ending December 31, 2021, and

WHEREAS, The Child Right: Safe Harbor Initiative focuses on establishing a framework to increase the identification of potential trafficking victims, creating capacity for services in local infrastructures, and to support direct services to those victims, and

WHEREAS, The Commissioner has also requested a budget amendment in order to incorporate the aforementioned funding, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Children and Family Services in order to accept funding in the amount of \$33,000 for the term commencing January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the 2021 Department for Children, Youth and Families Budget is amended as follows:

Increase Revenue Account A3407 Child Advocacy Center by \$33,000

Increase Appropriation Account A6119.1 by \$28,080 by increasing Line Item A6119 1 8580 Per Diem Therapies PT by \$28,080

Increase Appropriation Account A6119.4 by \$2,534 by increasing the following line items:

Increase Line Item A6119 4 4038 Travel/Mileage/Freight by \$500

Increase Line Item A6119 4 4039 Conferences, Training, Tuition by \$800

Increase Line Item A6119 4 4046 Fees for Services by \$1,234

Increase Appropriation Account A6119.8 by \$2,386 by increasing Line Item A6119 8 9010 Social Security by \$2,386

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.