

County of Albany

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



Meeting Agenda

Wednesday, April 28, 2021

6:00 PM

Remote

Law Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. 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

CURRENT BUSINESS:

3. 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
4. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2021 ALBANY COUNTY BUDGET
5. AUTHORIZING AN AGREEMENT REGARDING EXCESS INSURANCE AND AMENDING THE 2021 ALBANY COUNTY BUDGET
6. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT
7. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE FOR THE PREVENTION OF DOMESTIC VIOLENCE REGARDING THE ENOUGH IS ENOUGH GRANT PROGRAM

County of Albany

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



Meeting Minutes

Wednesday, March 24, 2021

6:00 PM

Held Remotely

Law Committee

PREVIOUS BUSINESS:

Present: Legislator Victoria Plotsky, Legislator Joanne Cunningham, Dennis A. Feeney, David B. Mayo, Matthew T. Peter, Bill L. Ricard, Paul J. Burgdorf, Jennifer A. Whalen and Jeffrey D. Kuhn

1. APPROVING PREVIOUS MEETING MINUTES

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

2. 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

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

3. 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

A motion was made to move the proposal forward with a positive recommendation. The motion passed by the following vote:

Aye: Legislator Plotsky, Legislator Cunningham, Legislator Feeney, Legislator Peter and Legislator Kuhn

Nay: Legislator Mayo, Legislator Ricard, Legislator Burgdorf and Legislator Whalen

4. 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

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

5. 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

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

6. 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

This Local Law was tabled at the request of the Sponsor.

7. 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

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

CURRENT BUSINESS:

8. 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

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

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

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

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: 2/8/21

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

BE IT ENACTED by the County Legislature of the County of Albany as follows:

SECTION 1.

Definitions:

(a) Agreement. The term "agreement" means a written contract between a food service establishment and a third-party food delivery service authorizing the inclusion of the food service establishment's menu or products on the third-party food delivery service's platform.

(b) Food service establishment. The term "food service establishment" means any fixed or mobile restaurant; drive-in; coffee shop; cafeteria; short-order cafe; delicatessen; luncheonette; grill; tearoom; sandwich shop; soda fountain; bar; tavern; cocktail lounge; night club; roadside stand; take-out prepared food place; retail bakery; industrial feeding establishment; private, public or nonprofit organization or institution, including: schools; nursing homes; day care centers and hospitals; religious and fraternal organizations routinely serving food; catering kitchens; commissary or similar places in which food is prepared for sale or for service on the premises or elsewhere; and any other establishment or operation where food is served or provided for the public, with or without charge.

(c) Third-party food delivery service. The term "third-party food delivery service" means any website, mobile application or other internet service that offers or arranges for the sale of food and beverages prepared by, and the same-day delivery or same-day pickup of food and beverages from, food service establishments located in the County that are owned and operated by someone other than the third party food delivery service itself.

(d) Third-party food delivery platform. The term "third-party delivery platform" means the online or mobile electronic platform of the third-party food delivery service on which a consumer may view products available for sale and place an order for a food service establishment's products.

SECTION 2.

[Prohibited Advertising/]Contract Provisions

(a) It shall be unlawful for a third-party food delivery service to [list, advertise, promote, or] sell a food service establishment's products, or arrange for an order of such products, on a third-party

food delivery service platform without a valid written agreement with the food service establishment authorizing the inclusion of their products on such platform.

(b) An agreement executed in accordance with this section shall not include a provision, clause, or covenant that requires a food service establishment to indemnify the third-party food delivery service, any independent contractor acting on behalf of the third-party food delivery service, or any registered agent of the third-party food delivery service, for any damages or harm by an act or omission occurring after the food service establishment's product leaves the place of business of the food service establishment. To the extent an agreement contains such a provision, such provision shall be deemed void and unenforceable.

SECTION 3.

Enforcement.

(a) A food service establishment included on a third-party food delivery platform in violation of this local law shall have the right to bring an action in a court of competent jurisdiction for damages, penalties as set forth in this section, and injunctive relief. Such court, in its discretion, may also award reasonable court costs and attorneys' fees.

(b) Any person or company that violates any provision of this local law shall be subject to a civil penalty of up to one thousand dollars per violation. Each day a food service establishment is included on a third-party food delivery platform shall be considered a separate violation. Each and every food service establishment improperly included on a third-party food delivery platform shall be considered a separate violation.

SECTION 4.

State Environmental Quality Review Act Compliance

This County Legislature determines that the adoption of this Local Law constitutes a "Type II" action" as said term is defined in the State Environmental Quality Review Act ("SEQRA"), and that no further action with respect to same is required under SEQRA.

SECTION 5.

Effective Date.

This local law shall take effect 60 days after [upon] filing with the New York Secretary of State.

Referred to Law Committee – 2/8/21

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

Introduced: 2/8/21

By Mr. Efekoro, Mss. Cunningham, Plotsky and Mr. Miller:

WHEREAS, it is in the public interest to promote the economic improvement of Businesses within the County in order to create jobs, attract new Businesses, increase local revenue and promote tourism; and

WHEREAS, it is of particular local benefit to allow Businesses to fund business related services through the levy of Assessments upon the Businesses that receive benefits from those services; and

WHEREAS, Assessments levied for the purpose of conferring benefits upon the tourism Businesses in a Tourism Improvement District shall be related to the costs of providing the services within the Tourism Improvement District and shall not be taxes for the general benefit of the County; and

WHEREAS, it is the desire of the Albany County Legislature to create a mechanism to allow certain Businesses to initiate the formation of Tourism Improvement Districts for the purpose of providing enhanced services for the benefit of those Businesses within the Tourism Improvement District; and

WHEREAS, the Albany County Legislature determines that the establishment, operation, modification, and disestablishment of Tourism Improvement Districts within the County of Albany is a matter of local concern.

BE IT ENACTED BY THE COUNTY LEGISLATURE OF ALBANY COUNTY AS FOLLOWS:

Section 1. Purpose.

The purpose of this law is to establish the procedure for the establishment, operation, modification, and disestablishment of Tourism Improvement Districts within the County, and to ensure that Tourism Improvement District assessments conform to all constitutional requirements and are determined and levied in accordance with the procedure set forth in this law.

Section 2. Severability.

This law is intended to be construed liberally and, if any clause, paragraph, subdivision, section, or part of this law or the application thereof to any person or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 3. Definitions.

“Assessment” - means a levy for the purpose of providing Activities and Improvements that will provide benefits to Businesses located within a Tourism Improvement District that are subject to the Tourism Improvement District Assessment. Assessments may be based on a percent of gross business revenue, a fixed dollar amount per transaction, or any other reasonable method approved by the County Legislature.

“Business” - means the type or category of business that is described in the Tourism Improvement District plan and the resolution creating a Tourism Improvement District.

“Business Owner” - means any person recognized by the County as the owner of the Business. The County has no obligation to obtain other information as to the ownership of businesses, and its determination of ownership shall be final and conclusive for the purposes of this law. Wherever this law requires the signature of the Business Owner, the signature of the authorized representative of the Business Owner shall be sufficient.

“Clerk” - means the County Clerk.

“County” - means the County of Albany.

“County Legislature” - means the governing body of the County.

“Local Improvement” - means, but is not limited to, all of the following that benefit Businesses in the Tourism Improvement District:

- (a) Promotion of Business activity, including but not limited to tourism, of Businesses subject to the Assessment within the Tourism Improvement District.

- (b) Other services provided for the purpose of conferring benefits upon Businesses located in the Tourism Improvement District that are subject to the Tourism Improvement District Assessment including, but not limited to, transportation services.
- (c) The acquisition, construction, installation, or maintenance of any tangible property.

“Owners’ Association” - means a private nonprofit entity that is under contract with the County to administer the Tourism Improvement District and implement Activities and Improvements specified in the Tourism Improvement District Plan. An Owners’ Association shall have full discretion to select the specific Activities and Improvements to be funded with Tourism Improvement District Assessment revenue, within the authorized parameters of the Tourism Improvement District Plan. An Owners’ Association may be an existing nonprofit entity or a newly formed nonprofit entity. An Owners’ Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose.

“Tourism Improvement District” - means a Tourism Improvement District established pursuant to this law.

“Tourism Improvement District Plan” - means a proposal as defined in Section 5.

Section 4. Establishment of Tourism Improvement District.

A Tourism Improvement District may be established as provided in this law.

Section 5. Contents of Tourism Improvement District Plan.

The Tourism Improvement District Plan shall include, but is not limited to, all of the following:

- (a) A map that identifies the Tourism Improvement District boundaries in sufficient detail to allow a Business Owner to reasonably determine whether a Business is located within the Tourism Improvement District boundaries. The boundaries of a Tourism Improvement District may overlap with other Tourism Improvement Districts established pursuant to this law.
- (b) The name of the proposed Tourism Improvement District.
- (c) The Activities and Improvements proposed for each year of operation of the Tourism Improvement District and the estimated cost thereof. If the Activities and Improvements proposed for each year of operation are the

same, a description of the first year's proposed Activities and Improvements and a statement that the same Activities and Improvements are proposed for subsequent years shall satisfy the requirements of this subsection.

- (d) The estimated annual amount proposed to be expended for Activities and Improvements in each year of operation of the Tourism Improvement District. This amount may be estimated based upon the Assessment rate. If the estimated annual amount proposed to be expended in each year of operation of the Tourism Improvement District is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subsection.
- (e) The proposed source or sources of financing, including the proposed method and basis of levying the Assessment in sufficient detail to allow each Business Owner to calculate the amount of the Assessment to be levied against his or her Business. The Tourism Improvement District Plan may set forth specific increases in assessments for each year of operation of the Tourism Improvement District.
- (f) The time and manner of collecting the Assessments and any interest and/or penalties for non-payment.
- (g) The specific number of years in which Assessments will be levied. In a new Tourism Improvement District, the maximum number of years shall be ten (10). In a renewed Tourism Improvement District, the maximum number of years shall be ten (10).
- (h) Any proposed rules and regulations to be applicable to the Tourism Improvement District.
- (i) A definition describing the type or category of Businesses to be included in the Tourism Improvement District and subject to the Tourism Improvement District Assessment.
- (j) Any other item or matter required to be incorporated therein by the County Legislature.

Section 6. Initiation of Proceedings; Petition of Business Owners in Proposed Tourism Improvement District

- (a) Petitions, with a signature of assessed Business Owners or their duly authorized representatives, shall be returned to the County Legislature.

- (b) The County Legislature may initiate proceedings to form a Tourism Improvement District by the adoption of a resolution expressing its intention to form a Tourism Improvement District, if it determines that:
- i) Assessed Businesses representing over fifty percent (50%) of the sleeping rooms in the proposed Tourism Improvement District, which also represent over fifty percent (50%) of all assessed Businesses by number within the proposed Tourism Improvement District, have submitted petitions in favor of the formation of the Tourism Improvement District; or
 - ii) Assessed Businesses who will pay more than fifty percent (50%) of the Assessments proposed to be levied, which also represent over fifty percent (50%) of all assessed Businesses by number within the proposed Tourism Improvement District, have submitted petitions in favor of the formation of the Tourism Improvement District.
- (c) The petition of Business Owners required under subsection (a) shall include a summary of the Tourism Improvement District Plan. That summary shall include all of the following:
- i) A map showing the boundaries of the Tourism Improvement District.
 - ii) The types or categories of Businesses that will be subject to the Assessment.
 - iii) The Assessment rate for each type or category of Business that will be subject to the Assessment.
 - iv) Information specifying where the complete Tourism Improvement District Plan can be obtained.
 - v) Information specifying that the complete Tourism Improvement District Plan shall be furnished upon request.
- (d) The resolution of intention described in subsection (a) shall contain all of the following:
- i) A brief description of the proposed Activities and Improvements, the amount of the proposed Assessment, a statement describing the Businesses within the proposed Tourism Improvement District that will be subject to the Assessment, and a description of the exterior boundaries of the proposed Tourism Improvement District, which may be made by reference to any plan or map that is on file with the Clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable a Business Owner to generally identify the nature and extent of the Activities and Improvements, and the location and extent of the proposed Tourism Improvement District.

- ii) A time and place for a public hearing on the establishment of the Tourism Improvement District and the levy of Assessments, which shall be consistent with the requirements of Section 7.

Section 7. Procedure to Establish or Renew a Tourism Improvement District and Levy Assessment.

- (a) If the County Legislature has adopted a resolution of intention to establish or renew a Tourism Improvement District and levy a new or increased Tourism Improvement District Assessment, it shall hold a public hearing on the establishment or renewal of the Tourism Improvement District prior to adoption of the resolution establishing or renewing the Tourism Improvement District and levying the Assessment. Notice of the public hearing shall be mailed to the owners of the Businesses proposed to be subject to the Assessment.
- (b) The County Legislature shall provide at least thirty (30) days' written notice of the public hearing at which the County Legislature proposes to establish or renew the Tourism Improvement District and levy the Assessment.
- (c) A protest may be made by any Business Owner that will be subject to the proposed Assessment. Every protest must be in writing and shall be filed with the Clerk at or before the time fixed for the public hearing. The County Legislature may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the Business in which the person subscribing the protest is interested sufficient to identify the Business and, if a person subscribing is not shown on the official records of the County as the owner of the Business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the Business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from Business Owners representing more than fifty percent (50%) of the same basis used to determine the petition in Section 6 (a) and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed Assessment against such Businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the County Legislature.

Section 8. Changes to Proposed Tourism Improvement District Plan

At the conclusion of the public hearing to establish or renew the Tourism Improvement District, the County Legislature may adopt, revise, change, reduce, or modify the proposed Assessments, the boundaries of the Tourism Improvement District, or the types or categories of Businesses within the Tourism Improvement District subject to the Assessment. Proposed Assessments may only be revised by reducing any or all of them. The proposed Tourism Improvement District boundary may only be revised to exclude territory that will not benefit from the proposed Activities and Improvements. The types or categories of Businesses that will be subject to the proposed Assessment may only be revised to exclude the Business types or categories that will not benefit from the proposed Activities and Improvements. Any modifications, revisions, reductions, or changes to the proposed Tourism Improvement District Plan shall be reflected in the Tourism Improvement District Plan prior to the County Legislature' adoption of the resolution creating or renewing the Tourism Improvement District.

Section 9. Resolution Establishing or Renewing a Tourism Improvement District

- (a) If the County Legislature, following the public hearing, decides to establish or renew a proposed Tourism Improvement District, the County Legislature shall adopt a resolution of formation or renewal that shall include, but is not limited to, all of the following:
 - i) A brief description of the proposed Activities and Improvements, the amount of the proposed Assessment, a statement as to the types or categories of Businesses that will be subject to the Assessment, and a description of the exterior boundaries of the Tourism Improvement District, which may be made by reference to any plan or map that is on file with the County Clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the Activities and Improvements and the location and extent of the Tourism Improvement District.
 - ii) The number, date of adoption, and title of the resolution of intention.
 - iii) The time and place where the public hearing was held concerning the establishment or renewal of the Tourism Improvement District.
 - iv) A determination regarding any protests received. The County Legislature shall not establish or renew the Tourism Improvement District or levy Assessments if a majority protest was received.
 - v) A statement that the Businesses in the Tourism Improvement District established by the resolution shall be subject to any amendments to this law.
 - vi) A statement that the Activities and Improvements to be conferred on Businesses in the Tourism Improvement District will be funded by the levy of Assessments. The revenue from the levy of Assessments within a Tourism Improvement District shall not be used to for any purpose

other than the purposes specified in the Tourism Improvement District Plan, as modified by the County Legislature at the hearing concerning establishment or renewal of the Tourism Improvement District.

vii) A finding that the Businesses within the Tourism Improvement District will be benefited by the Activities and Improvements funded by the Tourism Improvement District Assessments.

(b) The adoption of the resolution of formation or renewal shall constitute the levy of Assessments in each of the fiscal years referred to in the Tourism Improvement District Plan.

Section 10. Expiration of Tourism Improvement District; Creation of new Tourism Improvement District Plan; Renewal of Tourism Improvement District.

If a Tourism Improvement District expires due to the time limit set pursuant to subsection (g) of Section 5, a new Tourism Improvement District Plan may be created and the Tourism Improvement District may be renewed pursuant to this law.

Section 11. Time and Manner of Collection of Assessments; Delinquent Payments.

The collection of the Assessments levied pursuant to this law shall be made at the time and in the manner set forth by the County Legislature in the resolution establishing or renewing the Tourism Improvement District and levying the Assessments. All delinquent payments for Assessments levied pursuant to this part may be charged interest and penalties.

Section 12. Time for Contesting Validity of Assessment.

The validity of an Assessment levied under this law shall not be contested in any action or proceeding unless the action or proceeding is commenced within thirty (30) days after the resolution establishing or renewing a Tourism Improvement District and levying the Assessment is adopted pursuant to Section 9. Any appeal from a final judgment in an action or proceeding shall be perfected within thirty (30) days after the entry of judgment.

Section 13. Certification to Establish Levels of County Services and Funding.

Prior to the establishment of a Tourism Improvement District, the County Legislature may certify the levels of County services and funding that will continue after a Tourism Improvement District has been formed.

Section 14. Request to Modify Tourism Improvement District Plan.

The owners' association may, at any time, request that the County Legislature modify the tourism improvement district plan. Any modification of the tourism improvement district plan shall be made pursuant to this law. The tourism improvement district plan shall not be modified, except by the request of the Owners' Association and only in the manner requested by the Owners' Association.

Section 15. Modification of Tourism Improvement District Plan by Resolution after Public Hearing; Adoption of Resolution of Intention.

- (a) Upon the written request of the Owners' Association, the County Legislature may modify the Tourism Improvement District Plan after conducting one (1) public hearing on the proposed modifications. The County Legislature may modify the Activities and Improvements to be funded with the revenue derived from the levy of the Assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of new or increased Assessments, the County Legislature shall comply with Section 7. Notice of all other public hearings pursuant to this section shall comply with both of the following:
 - i) The resolution of intention shall be published in a newspaper of general circulation in the County once at least seven (7) days before the public hearing.
 - ii) A complete copy of the resolution of intention shall be mailed by first class mail, at least ten (10) days before the public hearing, to each Business Owner affected by the proposed modification.
- (b) The County Legislature shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than ninety (90) days after the adoption of the resolution of intention.

Section 16. Report by Owners' Association; Approval or Modification by County Legislature.

- (a) The Owners' Association shall cause to be prepared a report for each fiscal year, except the first year, for which Assessments are to be levied and collected to pay the costs of the Activities described in the report. The Owners' Association's first report shall be due ninety (90) days after the first year of operation of the Tourism Improvement District.
- (b) The report shall be filed with the Clerk and shall refer to the Tourism Improvement District by name, specify the fiscal year to which the report

applies, and, with respect to that fiscal year, shall contain all of the following information:

- i) The Activities and Improvements to be provided for that fiscal year.
 - ii) An estimate of the cost of providing the Activities and Improvements for that fiscal year.
 - iii) The method and basis of levying the Assessments in sufficient detail to allow each Business Owner to estimate the amount of the assessment to be levied against his or her Business for that fiscal year.
 - iv) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- (c) The County's Department of Audit and Control shall, upon requests the Owners Association for a copy of all reports and documents provided under this Section.

Section 17. Designation of Owners' Association to Provide Activities and Improvements

The Tourism Improvement District Plan may, but is not required to, state that an Owners' Association will provide the Activities and Improvements described in the Tourism Improvement District Plan. If the Tourism Improvement District Plan designates an Owners' Association, the County Legislature shall contract with the designated nonprofit corporation to provide Activities and Improvements in the Tourism Improvement District.

Section 18. Renewal of Tourism Improvement District; Transfer or Refund of Remaining Revenues

- (a) Any Tourism Improvement District previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this law.
- (b) Upon renewal, any remaining revenues derived from the levy of Assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed Tourism Improvement District.
- (c) There is no requirement that the boundaries, Assessments, Activities, or Improvements of a renewed Tourism Improvement District be the same as the original or prior Tourism Improvement District.

Section 19. Circumstances Permitting Disestablishment of Tourism Improvement District; Procedure.

- (a) Any Tourism Improvement District established or extended pursuant to the provisions of this law, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the Tourism Improvement District, may be disestablished by resolution by the County Legislature in either of the following circumstances:
- i) If the County Legislature finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the Tourism Improvement District, it shall notice a hearing on disestablishment.
 - ii) During the operation of the Tourism Improvement District, there shall be a thirty (30) day period in which Businesses subject to the Assessment may request disestablishment of the Tourism Improvement District. The first such period shall begin two (2) years after the date of establishment of the Tourism Improvement District and shall continue for thirty (30) days. Each successive year of operation of the Tourism Improvement District shall have such a thirty (30) day period. Upon the written petition of Business Owners representing more than fifty percent (50%) of the same bases used to determine the petition in Section 6 (a), the County Legislature shall pass a resolution of intention to disestablish the Tourism Improvement District. The County Legislature shall notice a hearing on disestablishment.
- (b) The County Legislature shall adopt a resolution of intention to disestablish the Tourism Improvement District prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the Assessments levied within the Tourism Improvement District. The notice of the hearing on disestablishment required by this section shall be given by mail to the owner of each Business subject to Assessments in the Tourism Improvement District. The County Legislature shall conduct the public hearing not less than thirty (30) days after mailing the notice to the Business Owners. The public hearing shall be held not more than sixty (60) days after the adoption of the resolution of intention. At the conclusion of the public hearing, the County Legislature shall adopt a resolution disestablishing the Tourism Improvement District.

Section 20. Refund of Remaining Revenues upon Disestablishment or Expiration without renewal of Tourism Improvement District; Calculation of Refund; Use of Outstanding Revenue Collected after Disestablishment of Tourism Improvement District.

Upon the disestablishment or expiration without renewal of a Tourism Improvement District, any remaining revenues, after all outstanding debts are paid, derived from the levy of Assessments, or derived from the sale of assets acquired with the revenues, shall be spent in accordance with the Tourism Improvement District Plan or shall be refunded to the owners of the Businesses then located and operating within the Tourism Improvement District in which Assessments were levied by applying the same method and basis that was used to calculate the Assessments levied in the fiscal year in which the Tourism Improvement District is disestablished or expires.

Section 21. SEQRA Compliance.

This County Legislature determines that this local law constitutes a “Type II action” pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 22. Effective Date.

This local law shall take effect immediately.

Referred to Law and Economic Development Committees – 2/8/21

Favorable Recommendation Law Committee – 3/24/21

No Recommendation Economic Development Committee – 3/24/21



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

August 3, 2020

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

Dear Chairman Joyce:

The Office of the Albany County Executive respectfully requests that the Legislature enact a Local Law enabling the establishment of Tourism Improvement Districts (TID) in Albany County. The attached draft Local Law outlines the procedures the establishment, operation, modification, and disestablishment of these Districts. Tourism Improvement Districts, similar to Business Improvement Districts, are self-assessments on businesses in order to fund marketing efforts to increase the number of overnight visitors to an area.

The Albany County Convention and Visitors Bureau (Discover Albany), in partnership with the County Executive's Office, has worked with local hotels to develop widespread support for this supplemental funding which will provide enhanced services for the benefit of businesses within a District. These services include, but are not limited to: (1) marketing, (2) sales, (3) visitor enhancements, and (4) destination enhancements.

Hotels rely on consistent and effective marketing to increase occupancy, fill meeting space, and increase visitation during the winter season. Limited marketing funding, relative to our competition, has resulted in lost tourism opportunities for Albany County in recent years. By supplementing Hotel Occupancy Tax funding with a two percent fee on room bills, a TID will allow Discover Albany to better compete for tourism without burdening County taxpayers.

Additionally, while protecting public health remains the top priority during COVID-19, the impact of the pandemic on the tourism industry cannot be overstated. Establishing the framework for a Tourism Improvement District is an important first step in the effort to help rebuild our tourism industry in Albany County.

If you should have any questions, please do not hesitate to contact me.

Sincerely

A handwritten signature in cursive script that reads "Daniel P. McCoy". The signature is written in black ink and is positioned above the typed name.

Daniel P. McCoy
Albany County Executive

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



Legislation Text

File #: TMP-1746, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Enabling the Establishment of Tourism Improvement Districts in Albany County

Date: 8/1/2020
 Submitted By: Lucas Rogers
 Department: Office of the County Executive
 Title: Senior Policy Analyst
 Phone: 518-447-7040
 Department Rep.
 Attending Meeting: Lucas Rogers/Michael McLaughlin

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):
Click or tap here to enter text.

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: 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 Office of the Albany County Executive respectfully requests that the Legislature enact a Local Law enabling the establishment of Tourism Improvement Districts (TID) in Albany County. The attached draft Local Law outlines the procedures the establishment, operation, modification, and disestablishment of these Districts. Tourism Improvement Districts, similar to Business Improvement Districts, are self-assessments on businesses in order to fund marketing efforts to increase the number of overnight visitors to an area.

The Albany County Convention and Visitors Bureau (Discover Albany), in partnership with the County Executive's Office, has worked with local hotels to develop widespread support for this supplemental funding which will provide enhanced services for the benefit of businesses within a District. These services include, but are not limited to: (1) marketing, (2) sales, (3) visitor enhancements, and (4) destination enhancements.

Hotels rely on consistent and effective marketing to increase occupancy, fill meeting space, and increase visitation during the winter season. Limited marketing funding, relative to our competition, has resulted in lost tourism opportunities for Albany County in recent years. By supplementing Hotel Occupancy Tax funding with a two percent fee on room bills, the TID will allow Discover Albany to better compete for tourism without burdening County taxpayers.

Additionally, while protecting public health remains the top priority during COVID-19, the impact of the pandemic on the tourism industry cannot be overstated. Establishing the framework for a Tourism Improvement District is an important first step in the effort to help rebuild our tourism industry in Albany County.

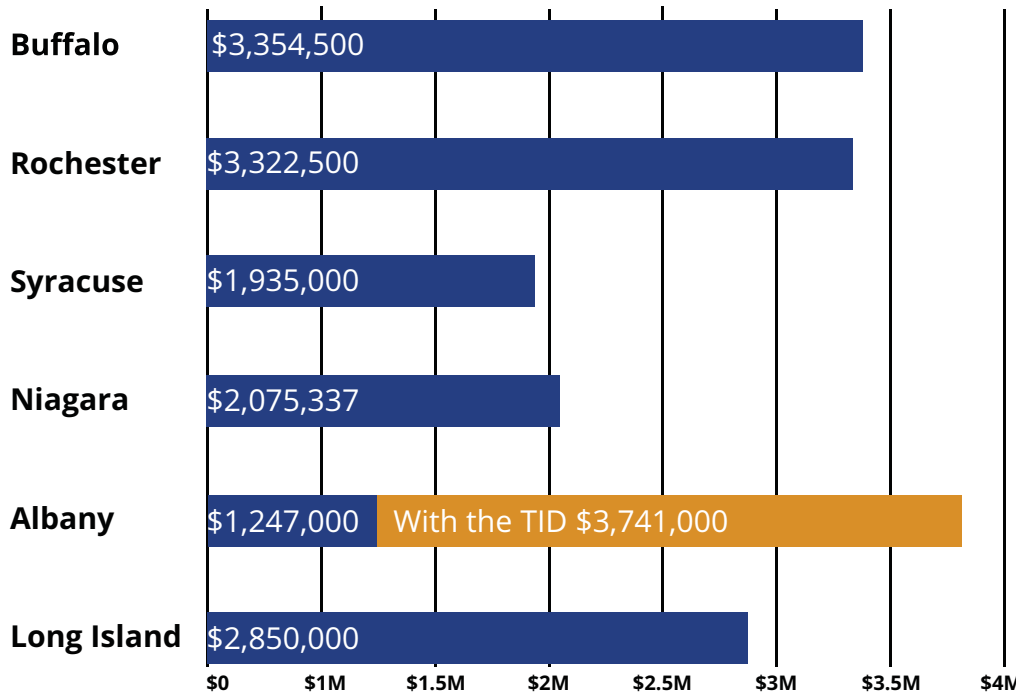
Albany County

TOURISM IMPROVEMENT DISTRICT (TID)

What is a TID?

A TID, or Tourism Improvement District, much like a Business Improvement District is a self-assessment on a business in order to fund marketing efforts which would increase the number of overnight visitors to the area.

Discover Albany is not asking the County for more money. They are asking the County to **allow them to raise their own additional funds**. This is how they will catch up to – and ultimately surpass – their competition.



*Based on pre-COVID-19 Occupancy Tax data.

Why is this in addition to the current HOT tax and not a Replacement?

This is supplemental funding - the hotels are self-imposing this assessment via a 2% fee on room bills in order to enhance the work that their current Occupancy Tax collections support. If you take away one, the remaining funds will be insufficient to achieve the goals of the destination. In addition, hotels will not be willing to self-assess without continuation to receive existing funding at the current rate which is their responsibility to collect.

How Discover Albany will use the TID to invest in Albany County Tourism?

SALES



Sports

Bid Fees

MARKETING



TV/Social Videos

Discover Albany Brand Awareness

Enhanced Ad Campaigns to Bring International Travelers

VISITOR ENHANCEMENT



Mobile Visitors Center for County-Wide Events

Adopt technology to enhance visitor experience

DESTINATION ENHANCEMENTS



Invest Money into Destination to Improve Visitor Experience

COVID-19 RECOVERY



Events lost due to lack of funding:

United Church Pentecost International	U.S. National Jump Rope Championships
New York State Association of Fire Chiefs	New York State Association of Professional Land Surveyors
Future Business Leaders of America	National Grange of the Order of the Patrons of Husbandry
Association of Food and Drug Officials	Drum Corp Championships
NYS Rural Water Association	Lions Club of New York

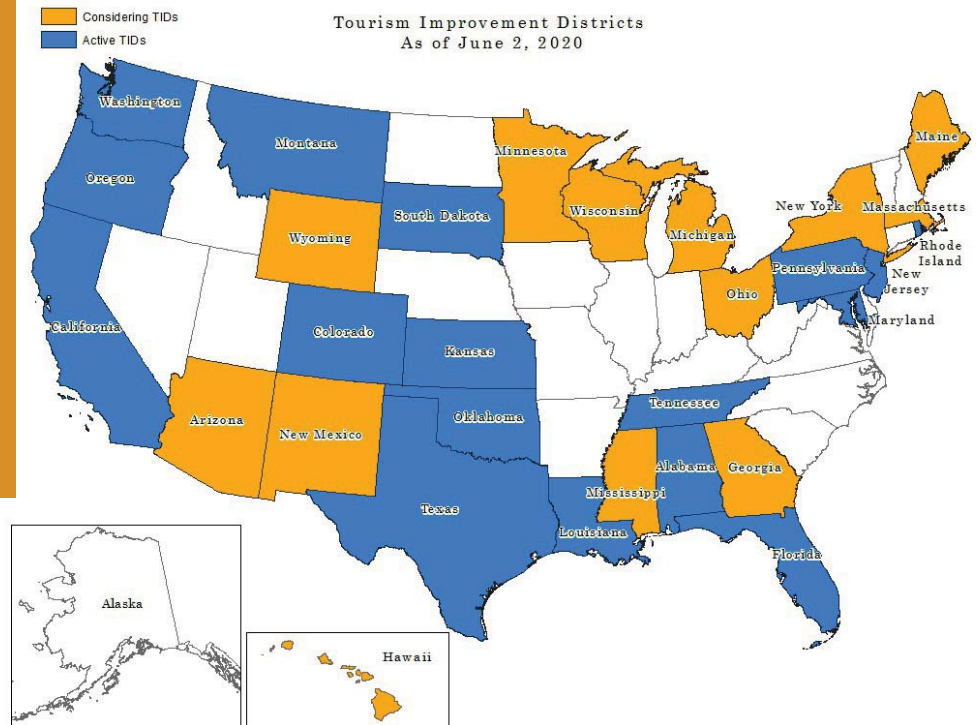
With the lack of marketing funds and focus, we have lost these events totaling over 22,000 room nights and \$17 million in economic impact to Albany County and local hotels. These hotels rely on consistent and creative marketing to:

- Increase Occupancy
- Fill Meeting Space
- Increase visitation during the winter season
- Increase annual REVPAR

It is Discover Albany's responsibility to ensure that hoteliers continue to see an increase in occupancy and ADR making this a viable destination for the investment for years to come.

Who else is doing it?

Each year, more than 180 tourism improvement districts throughout the United States raise more than \$430 million for destination marketing. There are currently active TIDs in 17 states, with the latest formation happening in Mobile, AL in May 2020.





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

March 31, 2021

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

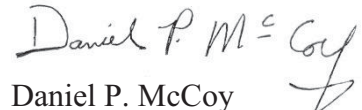
Dear Chairman Joyce:

On behalf of the Albany County Public Defender, Alternate Public Defender, and Assigned Counsel Program, I am requesting authorization to amend a contract with New York Office of Indigent Legal Services (ILS) for implementation of the Statewide Expansion of the Hurrell-Harring settlement. Since taking office I have been a strong advocate for reforms to the indigent legal services program and have pushed for Counties to receive additional funding from New York State. In 2017, NYS committed to expanding the Hurrell-Harring settlement to all counties in the state by providing \$250 million over five years to bring indigent defense services up to the standards set in the 2014 settlement. The key provisions of statewide expansion include ensuring defendants are represented by counsel at arraignments, establishing caseload standards for providers, and improving quality of representation via training, supervision, and access to experts.

To meet the standards established in Hurrell-Harring, Albany County will be receiving \$26,264,402.19, beginning with \$1,750,920.29 in 2019 and increasing on an annual basis. Funding is shared between the Public Defender, Alternate Public Defender, and Assigned Counsel Program based on caseload data submitted by each provider. Albany County's third-year plan was recently approved by the NYS Office of Indigent Legal Services (ILS), and authorization is needed to amend our contract to reflect the finalized year three budget. Funding will support added personnel (attorneys, support staff, and experts), contractual expert services, onboarding expenses, training, mentoring, IT and software improvements, attorney resources, and other investments that help the County meet the standards discussed above. Reimbursement for all expenses included in the County's annual work plans will be provided on a quarterly basis. Statewide Expansion is 100 percent state funded, there is no County share.

If you should have any questions, please do not hesitate to contact me.

Sincerely


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. 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-2413, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Amendment - Year Three of Hurrell-Harring Statewide Implementation

Date: 3/31/2021
 Submitted By: Lucas Rogers
 Department: Office of the County Executive
 Title: Policy Analyst
 Phone: 518-447-5566
 Department Rep.
 Attending Meeting: Lucas Rogers

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 York State Office of Indigent Legal Services
Alfred E Smith Building
80 South Swan Street
11th Floor
Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$5,252,880.44 (Five year total = 26,264,402.19)
Scope of Services: Funding to facilitate the implementation of programs focused on quality improvement of services, caseload relief, and counsel at arraignment as per the Hurrell-Harring settlement reforms.

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: \$5,252,880.44

Revenue Amount: Various

Appropriation Account and Line: \$5,252,880.44

Appropriation Amount: Various

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) April 1, 2018 - March 31, 2023

Length of Contract: 5 Years

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: Resolution 220 for 2020

Date of Adoption: 7/13/2020

Justification: (state briefly why legislative action is requested)

On behalf of the Albany County Public Defender, Alternate Public Defender, and Assigned Counsel Program, I am requesting authorization to amend a contract with New York Office of Indigent Legal Services (ILS) for implementation of the Statewide Expansion of the Hurrell-Harring settlement. Since taking office I have been a strong advocate for reforms to the indigent legal services program and have pushed for Counties to receive additional funding from New York State. In 2017, NYS committed to expanding the Hurrell-Harring settlement to all counties in the state by providing \$250 million over five years to bring indigent defense services up to the standards set in the 2014 settlement. The key provisions of statewide expansion include ensuring defendants are represented by counsel at arraignments, establishing caseload standards for providers, and improving quality of representation via training, supervision, and access to experts.

To meet the standards established in Hurrell-Harring, Albany County will be receiving \$26,264,402.19, beginning with \$1,750,920.29 in 2019 and increasing on an annual basis. Funding is shared between the Public Defender, Alternate Public Defender, and Assigned Counsel Program based on caseload data submitted by

each provider. Albany County's third- year plan was recently approved by the NYS Office of Indigent Legal Services (ILS).and authorization is needed to amend our contract to reflect the finalized year three budget. Funding will support added personnel (attorneys, support staff, and experts), contractual expert services, onboarding expenses, training, mentoring, IT and software improvements, attorney resources, and other investments that help the County meet the standards discussed above. Reimbursement for all expenses included in the County's annual work plans will be provided on a quarterly basis. Statewide Expansion is 100 percent state funded, there is no County share.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address):</p> <p>NYS Office of Indigent Legal Services A. E. Smith Building, 11th Floor 80 South Swan Street Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT. ID: OLS01 1350200</p> <p>CONTRACT NUMBER: CSTWIDEHH01</p> <p>CONTRACT TYPE:</p> <p><input checked="" type="checkbox"/> Multi-Year Agreement</p> <p><input type="checkbox"/> Simplified Renewal Agreement</p> <p><input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR SFS PAYEE NAME:</p> <p>Albany, County of</p>	<p>TRANSACTION TYPE:</p> <p><input type="checkbox"/> New</p> <p><input type="checkbox"/> Renewal</p> <p><input checked="" type="checkbox"/> Amendment</p>
<p>CONTRACTOR DOS INCORPORATED NAME:</p>	<p>PROJECT NAME:</p> <p>Statewide Expansion of Hurrell-Harring</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002428</p> <p>Federal Tax ID Number: 14-6002563</p> <p>DUNS Number (if applicable):</p>	<p>AGENCY IDENTIFIER:</p> <p>CFDA NUMBER (Federally funded grants only):</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS:</p> <p>County of Albany Public Defender's Office 60 South Pearl Street, 4th Floor Albany, NY 12207</p> <p>CONTRACTOR PAYMENT ADDRESS:</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>County of Albany Dept. of Management and Budget 112 State Street, Suite 900 Albany, NY 12207</p> <p>CONTRACTOR MAILING ADDRESS:</p> <p><input checked="" type="checkbox"/> Check if same as primary mailing address</p>	<p>CONTRACTOR STATUS:</p> <p><input type="checkbox"/> For Profit</p> <p><input checked="" type="checkbox"/> Municipality, Code: 010100000000</p> <p><input type="checkbox"/> Tribal Nation</p> <p><input type="checkbox"/> Individual</p> <p><input type="checkbox"/> Not-for-Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code:</p> <p><input type="checkbox"/> Sectarian Entity</p>

Contract Number: CSTWIDEHH01
Page 1 of 3
Master Grant Contract, Face Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM:</p> <p>From: April 1, 2018 To: March 31, 2023</p> <p>CURRENT CONTRACT PERIOD:</p> <p>AMENDED TERM:</p> <p>From: _____ To: _____</p> <p>AMENDED PERIOD:</p> <p>From: _____ To: _____</p>	<p>CONTRACT FUNDING AMOUNT (<i>Multi-year</i> – enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> – enter current period amount):</p> <p>CURRENT: \$26,264,402.19</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S):</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
---	---

FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A:
 - A-1 Program-Specific Terms and Conditions
 - A-2 Federally Funded Grants and Requirement Mandated by Federal Laws
- Attachment B:
 - B-1 Expenditure Based Budget
 - B-2 Performance Based Budget
 - B-3 Capital Budget
 - B-4-Net Deficit Budget
 - B-1(A) Expenditure Based Budget (Amendment)
 - B-2(A) Performance Based Budget (Amendment)
 - B-3(A) Capital Budget (Amendment)
 - B-4(A) Net Deficit Budget (Amendment)
- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other:

Contract Number: CSTWIDEHH01

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

CONTRACTOR:

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

NYS Office of Indigent Legal Services

By: William J. Leahy

William J. Leahy

Printed Name

Title: Director – Office of Indigent Legal Services

Date: 3/10/21

STATE OF NEW YORK

County of _____

On the _____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

N/A

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

N/A

Printed Name

Title: _____

Date: _____

Contract Number: CSTWIDEHH01

Page 3 of 3

Master Grant Contract, Face Page

ATTACHMENT A

PROGRAM SPECIFIC TERMS AND CONDITIONS

STATEWIDE EXPANSION OF HURRELL-HARRING

I. Notices

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

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

Office of Indigent Legal Services
A. E. Smith Office Building, 11th Floor
80 South Swan Street
Albany, NY 12210

Notification to County and New York City (“County”):

Daniel P. McCoy
Albany County Executive
112 State Street, Suite 200
Albany, NY 12207
(518) 447-7040
Daniel.McCoy@albanycounty.com

II. Supplanting Funds.

The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any state or local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

III. Collect and Report Data.

County will be required to collect and report data to ILS on an annual basis, or as otherwise specified by ILS, in written form, as determined by ILS, which data will be used to analyze and measure implementation, compliance and outcomes under the three statewide plans (counsel at arraignment, quality improvement and caseload relief).

IV. Extensions.

The terms of this Agreement may be extended only by mutual written consent of the parties and approval of the Office of the State Comptroller for a period of not more than 24 months.

ATTACHMENT B-1

BUDGET

**Office of Indigent Legal Services
STATEWIDE EXPANSION OF HURRELL-HARRING
April 1, 2018 - March 31, 2023**

COUNTY OF ALBANY

Total Contract Amount: \$26,264,402.19

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
PUBLIC DEFENDER'S OFFICE					
CASELOAD RELIEF					
Personnel:					
Local Court Supervisor	\$85,000.00	\$86,700.00	\$88,434.00		
Assistant Public Defender I	\$65,000.00	\$66,300.00	\$67,626.00		
Assistant Public Defender II	\$72,828.00	\$74,284.56	\$75,770.25		
Assistant Public Defender II	\$72,828.00	\$74,284.56	\$75,770.25		
Assistant Public Defender III	\$78,030.00	\$79,590.60	\$81,182.41		
Assistant Public Defender IV	\$83,232.00	\$84,896.64	\$86,594.57		
Assistant Public Defender V	\$90,000.00	\$91,800.00	\$93,636.00		
Paralegal	\$44,737.00	\$45,631.74	\$46,544.37		
Social Services Coordinator	\$55,000.00	\$56,100.00	\$57,222.00		
Legal Secretary	\$41,616.00	\$42,448.32	\$43,297.29		
Receptionist	\$35,000.00	\$35,700.00	\$36,414.00		
Assistant Public Defender II	\$0.00	\$74,284.00	\$75,769.68		
Assistant Public Defender II	\$0.00	\$74,284.00	\$75,769.68		
Assistant Public Defender III	\$0.00	\$79,590.00	\$81,181.80		
Assistant Public Defender III	\$0.00	\$79,590.00	\$81,181.80		
Assistant Public Defender III	\$0.00	\$79,590.00	\$81,181.80		
Assistant Public Defender IV	\$0.00	\$84,897.00	\$86,594.94		
Director of Training	\$0.00	\$85,000.00	\$86,700.00		
Felony Supervisor	\$0.00	\$85,000.00	\$86,700.00		
Clerk II	\$0.00	\$45,500.00	\$46,410.00		
Clerk II	\$0.00	\$45,500.00	\$46,410.00		
Legal Secretary	\$0.00	\$46,500.00	\$47,430.00		
Legal Secretary	\$0.00	\$46,500.00	\$47,430.00		
Assistant Public Defender III	\$0.00	\$0.00	\$81,181.90		
Assistant Public Defender III	\$0.00	\$0.00	\$81,181.90		
Assistant Public Defender III	\$0.00	\$0.00	\$81,181.90		
Assistant Public Defender IV	\$0.00	\$0.00	\$86,594.94		

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
Assistant Public Defender IV	\$0.00	\$0.00	\$86,594.94		
Assistant Public Defender IV	\$0.00	\$0.00	\$86,594.94		
Assistant Public Defender V	\$0.00	\$0.00	\$93,636.00		
Assistant Public Defender V	\$0.00	\$0.00	\$93,636.00		
Assistant Public Defender V	\$0.00	\$0.00	\$93,636.00		
Paralegal/Data Specialist	\$0.00	\$0.00	\$60,000.00		
Fringe Benefits for positions noted above	\$383,334.00	\$842,340.00	\$1,314,555.80		
Data Officer (Stipend)	\$20,000.00	\$0.00	\$0.00		
Subtotal Personnel	\$1,126,605.00	\$2,406,311.42	\$3,754,045.16	\$0.00	\$0.00
OTPS:					
Onboarding cost for new positions	\$46,200.00	\$50,400.00	\$42,000.00		
Subtotal OTPS	\$46,200.00	\$50,400.00	\$42,000.00	\$0.00	\$0.00
Caseload Relief - Subtotal	\$1,172,805.00	\$2,456,711.42	\$3,796,045.16	\$0.00	\$0.00
QUALITY IMPROVEMENT					
Personnel:					
Salary Increase for entry level positions - Parity	\$74,688.48	\$37,344.24	\$38,091.12		
Salary Increase - Confidential Secretary	\$0.00	\$4,884.00	\$4,981.68		
Salary Increase - Criminal Investigator	\$0.00	\$8,238.00	\$8,402.76		
Salary Increase - Criminal Investigator	\$0.00	\$4,402.00	\$4,490.04		
CAFA Arraignment Attorney Salary Supplement	\$0.00	\$15,000.00	\$15,000.00		
Law Intern Program	\$0.00	\$10,000.00	\$15,000.00		
Fringe Benefits for positions noted above	\$0.00	\$37,030.17	\$37,611.00		
Subtotal Personnel	\$74,688.48	\$116,898.41	\$123,576.60	\$0.00	\$0.00
Contracted/Consultant:					
Specialized Services (Expert Services)/ Transcription Services	\$26,702.67	\$35,000.00	\$40,000.00		
Subtotal Contracted/Consultant	\$26,702.67	\$35,000.00	\$40,000.00	\$0.00	\$0.00
OTPS:					
Computer Equipment	\$35,441.00	\$20,000.00	\$20,000.00		
Legal Reference Material/Books/Subscriptions	\$25,000.00	\$20,000.00	\$20,000.00		
Office Supplies	\$0.00	\$4,300.00	\$4,000.00		
Smartphones/Cell Phones/Tablets (service fees/ software/hardware)	\$0.00	\$25,000.00	\$27,500.00		
Photocopier (leasing/maintenance)	\$0.00	\$5,000.00	\$5,000.00		
Professional/Organization Memberships	\$0.00	\$5,000.00	\$5,000.00		
Conferences/CLE Trainings/Trainings	\$0.00	\$20,000.00	\$25,000.00		
Client Related Expenses	\$0.00	\$0.00	\$2,000.00		
Subtotal OTPS	\$60,441.00	\$99,300.00	\$108,500.00	\$0.00	\$0.00
Quality Improvement - Subtotal	\$161,832.15	\$251,198.41	\$272,076.60	\$0.00	\$0.00
COUNSEL AT FIRST APPEARANCE					
OTPS:					
Tablets/Computer Software/Wi-Fi	\$23,068.00	\$2,500.00	\$0.00		
Mileage/Travel	\$0.00	\$5,000.00	\$5,000.00		

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
Counsel at First Appearance - Subtotal	\$23,068.00	\$7,500.00	\$5,000.00	\$0.00	\$0.00
PUBLIC DEFENDER'S OFFICE - TOTAL	\$1,357,705.15	\$2,715,409.83	\$4,073,121.76	\$0.00	\$0.00
CONFLICT DEFENDER'S OFFICE					
CASELOAD RELIEF					
Personnel:					
Supervision Administrator - Salary	\$45,000.00	\$45,900.00	\$46,818.00		
Supervision Administrator - Fringe	\$23,850.00	\$0.00	\$0.00		
Mitigation Specialist Attorney Appellate Attorney	\$0.00	\$73,370.00	\$98,000.00		
Legal Secretary	\$0.00	\$45,000.00	\$45,900.00		
Salary Increase for Staff Attorney	\$0.00	\$2,027.00	\$2,067.54		
Fringe Benefits for positions noted above	\$0.00	\$88,137.41	\$102,176.35		
Subtotal Personnel	\$68,850.00	\$254,434.41	\$294,961.89	\$0.00	\$0.00
Caseload Relief - Subtotal	\$68,850.00	\$254,434.41	\$294,961.89	\$0.00	\$0.00
QUALITY IMPROVEMENT					
Personnel:					
Salary increase for AAPDs - Parity	\$0.00	\$0.00	\$44,467.00		
Fringe Benefits for AAPDs Parity (@ 53%)	\$0.00	\$0.00	\$23,567.51		
Subtotal Personnel	\$0.00	\$0.00	\$68,034.51	\$0.00	\$0.00
Contracted/Consultant:					
Investigator Services	\$32,319.00	\$25,819.00	\$16,000.00		
Specialized Services (Expert Services)/ Transcription Services	\$30,000.00	\$20,000.00	\$16,000.00		
Subtotal Contracted/Consultant	\$62,319.00	\$45,819.00	\$32,000.00	\$0.00	\$0.00
OTPS:					
Office Supplies/Computer Equipment	\$8,580.00	\$8,580.00	\$12,000.00		
Conferences/CLE Trainings/Trainings/Tuition	\$4,381.00	\$4,382.00	\$8,250.00		
Professional/Organization Memberships	\$0.00	\$6,500.00	\$8,500.00		
Office Furniture	\$0.00	\$0.00	\$3,000.00		
Legal References/Books/Subscriptions	\$0.00	\$0.00	\$29,249.01		
Phones/Fees/Service/Software/hardware	\$0.00	\$0.00	\$5,750.00		
Photocopier/Printing/Copying (Leasing/Maintenance)	\$0.00	\$0.00	\$2,100.00		
Subtotal OTPS	\$12,961.00	\$19,462.00	\$68,849.01	\$0.00	\$0.00
Quality Improvement - Subtotal	\$75,280.00	\$65,281.00	\$168,883.52	\$0.00	\$0.00
COUNSEL AT FIRST APPEARANCE					
Personnel/Contracted/Consultant/OTPS:					
	\$0.00	\$0.00	\$0.00		
Counsel at First Appearance - Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CONFLICT DEFENDER'S OFFICE - TOTAL	\$144,130.00	\$319,715.41	\$463,845.41	\$0.00	\$0.00

Budget Expenditure Item	Year 1 4/1/18 - 3/31/19	Year 2 4/1/19 - 3/31/20	Year 3 4/1/20 - 3/31/21	Year 4 4/1/21 - 3/31/22	Year 5 4/1/22 - 3/31/23
ASSIGNED COUNSEL PLAN					
CASELOAD RELIEF					
Personnel:					
Supervising Attorney - Salary	\$85,000.00	\$90,000.00	\$91,800.00		
Supervising Attorney - Fringe Benefits	\$45,050.00	\$0.00	\$0.00		
Secretary	\$0.00	\$45,000.00	\$45,900.00		
Data Officer/Grants Manager	\$0.00	\$60,000.00	\$61,200.00		
Fringe Benefits for positions noted above	\$0.00	\$103,350.00	\$122,247.00		
Longevity Pay and Insurance Buyout	\$0.00	\$0.00	\$3,152.00		
Caseload Relief - Subtotal	\$130,050.00	\$298,350.00	\$324,299.00	\$0.00	\$0.00
QUALITY IMPROVEMENT					
Contracted/Consultant:					
Mentoring Programs/Services	\$28,800.00	\$28,800.00	\$40,000.00		
Specialized Services (Expert Services)	\$50,000.00	\$50,000.00	\$90,000.00		
Second Chair Program	\$0.00	\$29,370.05	\$40,000.00		
Subtotal Contracted/Consultant	\$78,800.00	\$108,170.05	\$170,000.00	\$0.00	\$0.00
OTPS:					
Continuing Legal Education (CLE) Trgs/Trainings	\$30,000.00	\$30,000.00	\$48,655.27		
Office Supplies/Furniture	\$4,000.00	\$4,000.00	\$42,000.00		
Legal Reference Material/Books/Subscriptions	\$4,275.00	\$4,275.00	\$8,000.00		
Mileage/Travel for ACP staff	\$2,000.00	\$2,000.00	\$3,000.00		
Computer Equipment (hardware & software)	\$0.00	\$20,000.00	\$60,000.00		
Postage	\$0.00	\$0.00	\$2,000.00		
Printing for Training Materials	\$0.00	\$0.00	\$3,000.00		
Copier Lease	\$0.00	\$0.00	\$3,500.00		
Desk/Cell Phones/Cell Phone Data and Service Plans	\$0.00	\$0.00	\$2,000.00		
Shared Services provided by DGS	\$0.00	\$0.00	\$14,459.00		
Property Rental/Additional Space and Repair	\$0.00	\$0.00	\$35,000.00		
Subtotal OTPS	\$40,275.00	\$60,275.00	\$221,614.27	\$0.00	\$0.00
Quality Improvement - Subtotal	\$119,075.00	\$168,445.05	\$391,614.27	\$0.00	\$0.00
COUNSEL AT FIRST APPEARANCE					
Personnel/Contracted/Consultant/OTPS:					
	\$0.00	\$0.00	\$0.00		
Counsel at First Appearance - Subtotal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ASSIGNED COUNSEL PLAN - TOTAL	\$249,125.00	\$466,795.05	\$715,913.27	\$0.00	\$0.00
Total	\$1,750,960.15	\$3,501,920.29	\$5,252,880.44	\$7,003,840.58	\$8,754,800.73
FIVE-YEAR TOTAL	\$26,264,402.19				

ATTACHMENT C

WORK PLAN

OFFICE OF INDIGENT LEGAL SERVICES

STATEWIDE EXPANSION OF HURRELL-HARRING

APRIL 1, 2018 – MARCH 31, 2023

COUNTY OF ALBANY

Goals, Objectives, and Performance Measures

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

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

Goal

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

First Objective

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

Key Performance Measures

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

Second Objective

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

Key Performance Measures

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

Third Objective

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

Key Performance Measures

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

YEAR 1 BUDGET

Public Defender's Office

Personnel:

- **Add a full-time Local Court Supervisor position.** This new position will be responsible for providing representation, supervising and mentoring attorneys, and providing training for trial development skills in criminal cases.
- **Add a full-time Assistant Public Defender I position.** This new, entry-level position will be responsible for handling misdemeanor cases in City Court.
- **Add two (2) full-time Assistant Public Defender II positions.** These new positions will be responsible for handling misdemeanor and felony cases.
- **Add a full-time Assistant Public Defender III position.** This new position will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Add a full-time Assistant Public Defender IV position.** This new position will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Add a full-time Assistant Public Defender V position.** This new position will be responsible for serious and violent felony cases.
- **Add a full-time Paralegal position.** This new position will be responsible for drafting motions and performing legal research in criminal cases.
- **Add a full-time Social Services Coordinator position.** This new position will be responsible for assisting clients in criminal cases with various needs, connecting with social workers and case managers, assisting with program eligibility, and other resources.
- **Add a full-time Legal Secretary position.** This new position will be responsible for assisting attorneys with administrative tasks, including opening and closing files, Case Management System data entry, among other tasks in criminal cases.
- **Add a full-time Receptionist position.** This new position will be responsible for addressing inquiries from clients, the court, and the general public in criminal cases.
- **Provide a salary increase for eight (8) attorney positions.** The salary increase will raise the lowest salaried attorney positions to the new entry-level amount of \$65,000.00 to be able to retain current employees and attract high-quality candidates.

- **Provide a stipend for the Data Officer position.** An existing employee will assume the additional responsibility of liaising with ILS on behalf of the County for all providers and operationalizing the data requirements; current responsibilities of this employee will be shifted to other staff.

Contracted/Consultant:

- **Enhance the availability of expert services.** Expert services at an hourly rate ranging from \$50-\$750, plus travel/mileage, will be used in criminal cases to improve the quality of representation.
- **Enhance the availability of transcription services.** Services will be provided a rate of \$1.75-\$7.50 per page.

OTPS:

- **Provide funding for incidental and operational expenses.** Onboarding expenses for 11 new positions include office furniture; computers, tablets, equipment and software; Wi-Fi internet connection; and legal reference material.

Conflict Defender's Office

Personnel:

- **Add a full-time Supervising Administrator position.** This new position will support the criminal defense attorneys, open and close files, assist with data collection and perform data entry on behalf of the attorneys.

Contracted/Consultant:

- **Enhance availability of investigative and expert services.** These services will assist attorneys with criminal defense preparation. Investigative services will be provided at an hourly rate ranging from \$75-\$125. Expert services will be provided at an hourly rate ranging from \$250-\$750, plus travel/mileage.

OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include computer equipment; office supplies; conferences, training, and tuition.

Assigned Counsel Plan

Personnel:

- **Add a full-time Supervising Attorney position.** This new position will be responsible for supervising and mentoring panel attorneys.

Contracted/Consultant:

- **Provide funding for mentoring services for attorneys.** Experienced attorneys will provide mentoring services and second-chair programs at an hourly rate of \$150.00 to train less experienced attorneys to improve skills for criminal court representation.
- **Provide supplemental funding of specialized services.** Services will include experts at hourly rates of \$100-\$750, plus travel/mileage; investigators at hourly rates of \$50-\$150; interpreters at hourly rates of \$50-\$150; social workers at hourly rates of \$50-\$150; and transcription services at a rate of \$1.75-\$7.50 per page.

OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include supplies; computers; office furniture; Continuing Legal Education (CLE)/training; books, trial manuals, and Westlaw; and travel/mileage.

YEAR 2 BUDGET

Public Defender's Office

Personnel:

- **Continue the full-time Local Court Supervisor position.** This position is responsible for providing representation, supervising and mentoring attorneys, and providing training for trial development skills in criminal cases.
- **Continue the full-time Assistant Public Defender I.** This entry-level position is responsible for handling misdemeanor cases in City Court.
- **Continue the two (2) full-time Assistant Public Defender II positions added in year 1 and add two (2) new Assistant Public Defender II positions in Year 2.** These positions will be responsible for handling misdemeanor and felony cases.

- **Continue the full-time Assistant Public Defender III position added in Year 1 and add three (3) new Assistant Public Defender III positions in Year 2.** These positions will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Continue the full-time Assistant Public Defender IV position added in Year 1 and add one (1) new Assistant Public Defender IV position in Year 2.** These positions will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Continue the full-time Assistant Public Defender V position.** This position is responsible for serious and violent felony cases.
- **Continue the full-time Paralegal position.** This position is responsible for drafting motions and performing legal research in criminal cases.
- **Continue the full-time Social Services Coordinator position.** This position is responsible for assisting clients in criminal cases with various needs, connecting with social workers and case managers, assisting with program eligibility, and other resources.
- **Continue the full-time Legal Secretary position added in Year 1 and add two (2) full-time Legal Secretary positions in Year 2.** These positions are responsible for assisting attorneys with administrative tasks, including opening and closing files, Case Management System data entry, among other tasks in criminal cases.
- **Continue the full-time Receptionist position.** This position is responsible for addressing inquiries from clients, the court, and the general public in criminal cases.
- **Continue the salary increase for the Assistant Public Defender I attorney positions.** The salary increase will raise the lowest salaried attorney positions to the new entry-level amount of \$65,000.00 to be able to retain current employees and attract high-quality candidates.
- **Data Officer position.** In Year 2, this will transition from a stipend position in the PD Office to a full-time position in the Assigned Counsel Program (see below).
- **Add a full-time Director of Training position.** This senior staff level position will be responsible for implementing the Public Defender Office’s plan to become a CLE certified agency, providing quality training programs to staff and others including the Alternate Public Defender and 18-b Assigned Counsel, delivering individual and group presentations, and providing “one-on-one” mentoring.
- **Add a full-time Felony Supervisor position.** This position will report directly to the Chief Assistant and Public Defender and will be responsible for supervising the attorneys handling felony-level cases.

- **Add two (2) full-time Clerk II positions.** These positions will assist attorneys in data collection, data entry, file management, and file maintenance, thereby allowing the attorneys to spend more time in case preparation, client communication, and other case-related activities.
- **Provide salary increases for the Confidential Secretary and two (2) Criminal Investigators.** These salary increases reflect the increased responsibilities for these positions, recognizes their experience and skills, and establishes salary parity, thereby promoting staff retention.
- **Provide funding to enhance the salary of the attorney who provides representation at first appearance (CAFA attorney).** This funding will enhance the \$50,000 in salary per year available in the ILS Counsel at First Appearance grant for a full-time attorney to provide CAFA representation. This salary is too low to recruit a qualified applicant. The salary will be increased by \$15,000, allowing the PD Office to hire a qualified entry-level attorney.
- **Provide funding for student interns.** This funding will bolster the PD Office’s current student intern program, which reduces the caseloads of PD Office attorneys and serves as a valuable recruitment mechanism for the PD Office. Student interns are paid \$15 to \$30 per hour, depending on their education experience and skills.

Contracted/Consultant:

- **Enhance the availability of experts and other specialized services.** This funding is used to retain experts and other non-attorney professionals, including social workers, interpreters, mitigation specialists, investigators, etc. These experts and specialized services are paid an hourly rate ranging from \$50-\$750 depending on the expert’s experience, specialty, and level of expertise. The funding includes travel/mileage reimbursement. The funding also includes transcription services (for court transcripts) which are provided a rate of \$1.75-\$7.50 per page.

OTPS:

- **Provide funding for incidental and operational expenses.** These expenses include the following:
 - Onboarding expenses for new positions, including office furniture, cubicles, desktop computers, and a water cooler for staff
 - Computer equipment/laptops
 - Legal reference materials, including print material, books, periodicals, and on-line legal research materials
 - Office Supplies
 - Smartphones and cell phones, including hardware, software, user fees/service agreements, and “hotspots” (i.e. Wi-Fi internet connection)
 - Photocopier (leasing, service agreement/maintenance, and cartridges/toner)

- Professional Organization/Association Membership dues/fees
 - Tablets/Cell phones, including all associated hardware and service fees
 - Mileage rate/travel expenses at the standard IRS rate for client meetings and to courts
- **Provide funding for Continuing Legal Education (CLE) Trainings and other professional trainings.** This funding will be used for the PD Office to host CLE's and other professional trainings (including refreshments, print materials, training space and travel expenses for speakers), as well as for PD Office staff to attend CLE trainings, other professional trainings, meetings, and convenings hosted by other organizations registration fees and travel expenses, including mileage, lodging, meals, etc.

Conflict Defender's Office

Personnel:

- **Continue the full-time Supervising Administrator position.** This position supports the criminal defense attorneys, open and close files, assist with data collection and perform data entry on behalf of the attorneys.
- **Add a full-time Mitigation Specialist Attorney position.** This position will engage in sentencing advocacy by conducting life-history investigations that identify clients' personal and mitigating circumstances and, where appropriate, also identify behavioral health needs and connect clients to services. This position will also handle post-sentencing matters, such a CPL 440 motions, CPL 180.85 hearings, restitution and probation resentencing proceedings, etc.
- **Add a full-time Legal Secretary position.** This position will support attorneys by handling legal documents, scheduling case-related matters in accord with statutory timeframes, drafting legal correspondence and templates, and conducting legal research.
- **Provide funding for a salary increase for the Alternate Assistant Public Defender.** The salary increase will establish parity between this position and other attorneys in the office and promote retention.

Contracted/Consultant:

- **Enhance availability of investigative, expert, and specialized services.** These services will assist attorneys with criminal defense preparation. Investigative services will be provided at an hourly rate ranging from \$75-\$125. Experts and other specialized services are paid an hourly rate ranging from \$50-\$750, depending on the expert's experience, specialty, and level of expertise. The funding includes travel/mileage reimbursement. The funding can also be used for transcription services (for court transcripts) which are provided a rate of \$1.75-\$7.50 per page.

OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include:
 - Office Supplies
 - Computer Equipment
 - CLE Trainings, other professional trainings, meetings and convenings, including costs associated with the Conflict Defender Office hosting CLE Trainings and other trainings (refreshments, training space, and travel expenses for speakers), and for CD Office staff to attend CLE Trainings, other professional trainings, meetings, and convenings hosted by others (registration fees and associated travel expenses)
 - Professional Organization/Association Membership dues/fees

Assigned Counsel Plan

Personnel:

- **Continue the full-time Supervising Attorney position.** This position is responsible for supervising and mentoring panel attorneys. The increased salary is to attract a high-quality, experienced applicant.
- **Add a full-time Secretary position.** This position will perform administrative and secretary duties and will assist in processing panel attorney vouchers.
- **Add a full-time Data Officer/Grants Manager position.** This position will work closely with the three Albany County providers of mandated representation to ensure they are collecting, maintaining, and reporting on all ILS data requirements. This position will also assist in the fiscal management of ILS competitive and non-competitive grants.

Contracted/Consultant:

- **Continue funding for mentoring services for attorneys.** Experienced attorneys will provide mentoring services at an hourly rate of \$150.00 to train less experienced attorneys to improve skills for criminal court representation.
- **Continue funding for specialized services.** Services will include experts at hourly rates of \$100-\$750, plus travel/mileage; investigators at hourly rates of \$50-\$150; interpreters at hourly rates of \$50-\$150; social workers at hourly rates of \$50-\$150; and transcription services at a rate of \$1.75-\$7.50 per page.
- **Provide funding for a Second Chair Program.** This funding will support the assignment of panel attorneys to serve as second-chairs in more complex cases or as a means of training for less experienced attorneys. Second chair attorneys will be paid the statutory rate (currently \$60/hr. for misdemeanors and \$75/hr. for felonies).

OTPS:

- **Provide funding for incidental and operational expenses.** Expenses include:
 - CLE Trainings, other professional trainings, meetings, convenings, and seminars (registration fees and associated travel expenses)
 - Office supplies and furniture
 - Legal reference materials, books, trial manuals, and on-line research materials (Westlaw and Lexis)
 - Travel/mileage reimbursement for ACP staff
 - Computers/equipment and smart devices for new staff, associated software and data plans/subscription fees (including specialized software for Data Officer)

YEAR 3 BUDGET

Public Defender's Office

Personnel:

- **Continue the full-time Local Court Supervisor position.** Funding for this position will continue in Year 3 with a COLA increase. This position is responsible for providing representation, supervising, and mentoring attorneys, and providing training for trial development skills in criminal cases.
- **Continue the full-time Assistant Public Defender I.** This entry-level position will continue in Year 3 with a COLA increase and is responsible for handling misdemeanor cases in City Court.
- **Continue the four (4) full-time Assistant Public Defender II positions.** These positions will continue in Year 3, each with a COLA increase, and will be responsible for handling misdemeanor and felony cases.
- **Continue the four (4) full-time Assistant Public Defender III positions.** These positions will continue in Year 3, each with a COLA increase, and will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Add three (3) full-time Assistant Public Defender III positions.** Funding is available in Year 3 for these positions that will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Continue the two (2) full-time Assistant Public Defender IV positions.** Funding for these positions will continue in Year 3 with a COLA increase. These positions will be responsible for handling misdemeanor and felony cases and have trial experience.

- **Add three (3) full-time Assistant Public Defender IV positions.** Funding is available in Year 3 for these positions that will be responsible for handling misdemeanor and felony cases and have trial experience.
- **Continue the full-time Assistant Public Defender V position.** This position will continue in Year 3 with a COLA increase and is responsible for serious and violent felony cases.
- **Add three (3) full-time Assistant Public Defender V positions.** Year 3 funding will support the addition of these three positions that are responsible for serious and violent felony cases.
- **Continue the full-time Paralegal position.** Funding will continue in Year 3 for this position with a COLA increase. This position is responsible for drafting motions and performing legal research in criminal cases.
- **Add a full-time Paralegal/Data Specialist position.** Funding is available in Year 3 to support a Paralegal/Data Specialist position. This position combines the training and criminal procedure of a paralegal and the additional skills necessary to collect and report the data required by the County and New York State (ILS).
- **Continue the full-time Social Services Coordinator position.** This position will continue in Year 3 with a COLA increase and is responsible for assisting clients in criminal cases with various needs, connecting with social workers and case managers, assisting with program eligibility, and other resources.
- **Continue the three (3) full-time Legal Secretary positions.** These positions are responsible for assisting attorneys with administrative tasks, including opening and closing files, Case Management System data entry, among other tasks in criminal cases. Funding will continue in Year 3 with COLA increases.
- **Continue the full-time Receptionist position.** This position will continue in Year 3 with a COLA increase and is responsible for addressing inquiries from clients, the court, and the general public in criminal cases.
- **Continue the full-time Director of Training position.** This position will continue in Year 3 with a COLA increase. This senior staff level position will be responsible for implementing the Public Defender Office’s plan to become a CLE certified agency, providing quality training programs to staff and others including the Alternate Public Defender and 18-b Assigned Counsel, delivering individual and group presentations, and providing “one-on-one” mentoring.
- **Continue the full-time Felony Supervisor position.** This position will continue in Year 3 with a COLA increase and will continue to report directly to the Chief Assistant and

Public Defender and will be responsible for supervising the attorneys handling felony-level cases.

- **Continue two (2) full-time Clerk II positions.** These positions will continue in Year 3 with COLA increases and will assist attorneys in data collection, data entry, file management, and file maintenance, thereby allowing the attorneys to spend more time in case preparation, client communication, and other case-related activities.
- **Continue the Salary Increase for the Assistant Public Defender I Attorney positions.** Year 3 will continue to support pay parity for the lowest salaried attorney positions in the Public Defender's Office with a slight increase in an effort to retain current employees and attract high-quality candidates.
- **Continue the Salary Increases for the Confidential Secretary and two (2) Criminal Investigator positions.** Year 3 will continue to support the salary increases of these positions to reflect increased responsibilities and establishes salary parity, thereby promoting staff retention.
- **Continue funding to Enhance the Salary of the Attorney who Provides Representation at First Appearance (CAFA attorney).** Funding in Year 3 will continue to enhance the \$50,000 in salary per year available in the ILS Counsel at First Appearance grant for a full-time attorney to provide CAFA representation. The salary will be increased by \$15,000.
- **Continue funding for Student Interns.** This funding will continue in Year 3 with a \$5,000 increase to bolster the PD Office's current student law intern program, which reduces the caseloads of PD Office attorneys and serves as a valuable recruitment mechanism for the PD Office. Student interns are paid \$15 to \$30 per hour, depending on their education, experience, and skills.

Contracted/Consultant:

- **Continue funding to Enhance the availability of Experts and Other Specialized Services.** This funding is continued and increased in Year 3 to be used to retain experts and other non-attorney professionals, including social workers, interpreters, mitigation specialists, investigators, etc. These experts and specialized services are paid an hourly rate ranging from \$50 to \$750 depending on the expert's experience, specialty, and level of expertise. The funding includes travel/mileage reimbursement. The funding also includes transcription services (for court transcripts) which are provided a rate of \$1.75 to \$5.25 per page.

OTPS:

- **Continue to provide funding for Incidental and Operational Expenses.** These expenses include the following:

- Onboarding expenses for new positions, including office furniture, cubicles, desktop computers, and a water cooler for staff
 - Computer equipment/laptops
 - Legal reference materials, including print material, books, periodicals, and on-line legal research materials
 - Office Supplies
 - Tablets and cell phones, including hardware, software, user fees/service agreements, and “hotspots” (i.e. Wi-Fi internet connection)
 - Photocopier (leasing, service agreement/maintenance, and cartridges/toner)
 - Professional Organization/Association Membership dues/fees
 - Mileage rate/travel expenses at the standard IRS rate for client meetings and to courts
- **Continue to provide funding to Host and Attend Continuing Legal Education (CLE) Trainings and Other Professional Trainings.** Funding will increase and continue in Year 3 to be used for the PD Office to host CLE’s and other professional trainings (including refreshments, print materials, training space and travel expenses for speakers), as well as for PD Office staff to attend CLE trainings, other professional trainings, meetings, and convenings hosted by other organizations including registration fees and associated travel expenses.
 - **Provide funding for Client Related Expenses.** Funding will support a clothing loan closet for court appearances, and maintenance and cleaning of worn clothing, as well as transportation expenses for clients to get to and from court appearances. These expenses may only be used when the Albany Public Defender’s Office determines that a client otherwise lacks the resources needed to pay for clothing or travel.

Conflict Defender’s Office

Personnel:

- **Continue the full-time Supervising Administrator position.** This position supports the criminal defense attorneys, open and close files, assist with data collection and perform data entry on behalf of the attorneys.
- **Continue funding for and changing title of the full-time Mitigation Specialist Attorney to Appellate Attorney position.** This position will continue to be funded in Year 3 with an increase in base salary and a title change to Appellate Attorney. The position will engage in sentencing advocacy by conducting life-history investigations that identify clients’ personal and mitigating circumstances and, where appropriate, also identify behavioral health needs and connect clients to services. This position will also handle post-sentencing matters, such a CPL 440 motions, CPL 180.85 hearings, restitution, and probation resentencing proceedings, etc.

- **Continue the full-time Legal Secretary position.** This position will continue in Year 3 with a COLA increase and will support attorneys by handling legal documents, scheduling case-related matters in accord with statutory timeframes, drafting legal correspondence and templates, and conducting legal research.
- **Continue funding for a Salary Increase for the Staff Attorney.** The salary increase will establish parity between this position and other attorneys in the office and promote retention. Funding will continue in Year 3 with a small increase.
- **Provide Salary Increases for the Alternate Assistant Public Defenders.** Attorneys in the Conflict Defender’s Office currently receive the same salary regardless of their level of experience (which is comparable to the salary of an attorney with just a year or two of experience at the PD’s office). With funding in Year 3, a two-tiered salary system will be created: attorneys with more experience would have a salary of \$86,594, and newer attorneys would have a salary of \$75,770. This funding would augment the salaries of three more-experienced attorney positions, and two less-experienced attorney positions. The increase will promote employee retention with a goal of achieving full parity with the PD office.

Contracted/Consultant:

- **Continue to provide funding to Enhance availability of Investigative, Expert, and Specialized Services.** Year 3 funding will continue to support these services that assist attorneys with criminal defense preparation. Investigative services will be provided at an hourly rate ranging from \$75 to \$125. Experts and other specialized services are paid an hourly rate ranging from \$50 to \$750, depending on the expert’s experience, specialty, and level of expertise. The funding includes travel/mileage reimbursement. The funding can also be used for transcription services (for court transcripts) which are provided a rate of \$1.75 to \$5.25 per page.

OTPS:

- **Continue to provide funding for Incidental and Operational Expenses.** Support will continue in Year 3 for expenses including:
 - Office Supplies
 - Computer Equipment
 - Professional Organization/Association Membership dues/fees
- **Provide funding for additional Incidental and Operational Expenses.** New funding will support the following expenses:
 - Office Furniture
 - Legal References/Books/Subscriptions – funding will support, in part, Westlaw subscriptions for ten positions and the County will continue to pay for one Westlaw account

- Cell phones including service plans, fees, software/hardware for all attorneys in the Conflict Defender's Office
 - Photocopier leasing, service agreement/maintenance, printing (images), and cartridges/toner for a new copier. The County will continue to pay \$2,400 per year toward the cost of a new copier lease.
- **Continue to provide funding to Host and Attend Continuing Legal Education (CLE) Trainings and Other Professional Trainings.** Funding will increase and continue in Year 3 to be used for the Conflict Defender's Office to host CLE's and other professional trainings (including refreshments, print materials, training space and travel expenses for speakers), as well as for Conflict Defender's Office staff to attend CLE trainings, other professional trainings, meetings, and convenings hosted by other organizations including registration fees and associated travel expenses.

Assigned Counsel Plan

Personnel:

- **Continue the full-time Supervising Attorney position.** This position will continue with Year 3 funding with a COLA increase and is responsible for supervising and mentoring panel attorneys.
- **Continue the full-time Secretary position.** This position will continue in Year 3 with a COLA increase and will perform administrative and secretary duties and will assist in processing panel attorney vouchers.
- **Continue the full-time Data Officer/Grants Manager position.** This position will continue in Year 3 with a COLA increase and will work closely with the three Albany County providers of mandated representation to ensure they are collecting, maintaining, and reporting on all ILS data requirements. This position will also assist in the fiscal management of ILS competitive and non-competitive grants.
- **Provide funding for Longevity Pay and Insurance Buyout.** Every County Department is required to have funds in their budget to accommodate for an insurance buyout should one of its employees request one; this funding covers three current employees on this grant (Supervising Attorney, Secretary and Data Officer). The longevity amount is a county benefit that applies after an individual has been employed by the County for three years (this benefit applies to the incumbent Supervising Attorney). Both the Longevity Pay and Health Insurance buyout are necessary costs to the County pursuant to the Rules and Regulations for Albany County Employees.

Contracted/Consultant:

- **Continue funding for Mentoring Services for Attorneys.** Year 3 funding will continue to support experienced attorneys who will provide mentoring services at an hourly rate of \$150.00 to train less experienced attorneys to improve skills for criminal court representation.
- **Continue funding for Specialized Services.** Services will include experts at hourly rates of \$100 to \$750, plus travel/mileage; investigators at hourly rates of \$50 to \$150; interpreters at hourly rates of \$50 to \$150; social workers at hourly rates of \$50 to \$150; and transcription services at a rate of \$1.75 to \$5.25 per page.
- **Provide funding for a Second Chair Program.** Year 3 funding will continue to support the assignment of panel attorneys to serve as second chairs in more complex cases or as a means of training for less experienced attorneys. Second chair attorneys will be paid the statutory rate of \$60 per hour for misdemeanors and \$75 per hour for felonies.

OTPS:

- **Continue to provide funding for Incidental and Operational Expenses.** Year 3 funding will support expenses including:
 - Attend CLE Trainings, other professional trainings, meetings, convenings, and seminars (registration fees and associated travel expenses)
 - Office supplies and furniture
 - Legal reference materials, books, trial manuals, and on-line research materials (Westlaw and Lexis)
 - Travel/mileage reimbursement for ACP staff when required as part of their job duties
 - Computers/equipment (including remote access equipment) and smart devices for new staff, associated software (including specialized software for Data Officer), and data plans/subscription fees
- **Provide funding for additional Incidental and Operational Expenses.** New funding will support the following expenses:
 - Postage
 - Printing for materials related to workshops and CLE trainings
 - Copier lease
 - Desk and cell phones, including data and service plans for ACP staff
- **Provide funding for Shared Services.** Each County Department has an amount in its budget for “shared services” related to current space located at 112 State Street, Albany, NY of maintenance, repairs, and facilitation services to office space provided by the Department of General Services (DGS). This is a new expense for the ACP, which became its own county department to further the goals of this contract. The amount is calculated based on the amount of space and the number of employees.

- **Provide funding for Property Rental and Repair.** This funding will be used for the increased space needs of the ACP resulting from implementation of the initiatives set forth in Executive Law 832(4). The ACP agrees that prior to entering into any agreement for rental/additional space to be funded fully or partially by this contract, the County will consult with ILS about the costs and appropriateness of the agreement.

RESOLUTION NO. 220

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES REGARDING THE STATEWIDE EXPANSION OF THE HURRELL-HARRING SETTLEMENT AND AMENDING THE 2020 ALBANY COUNTY BUDGET

Introduced: 7/13/20

By Law and Audit and Finance Committees:

WHEREAS, By Resolution No. 151, this Honorable Body authorized a five-year agreement with the New York State Office of Indigent Legal Services regarding the statewide expansion of the Hurrell-Harring settlement in the amount of \$26,264,402 for the term commencing April 1, 2018 and ending March 31, 2023, and

WHEREAS, The Albany County Executive, on behalf of the Public Defender, Alternate Public Defender, and Assigned Counsel Program, has requested authorization to amend the aforementioned agreement to reflect the finalized second year plan as approved by the New York State Office of Indigent Legal Services, and

WHEREAS, The Albany County Executive, on behalf of the Public Defender, Alternate Public Defender, and Assigned Counsel Program has also requested a budget amendment to reflect changes made during finalization process, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to amend the five-year agreement with the New York State Office of Indigent Legal services to reflect the finalized second year plan, and, be it further

RESOLVED, That the 2020 Albany County Budget is hereby amended as follows:

Decrease Appropriation Account A1170.4 by \$10,000 by decreasing Line Item A1170 4 4038 Travel Mileage Freight by \$10,000

Increase Appropriation Account A1170.4 by \$10,000 by increasing the following line items:

Increase Line Item A1170 4 4040 Books/Transcripts/Subscripts by \$5,000

Increase Line Item A1170 4 4300 Association Dues by \$5,000

Decrease Appropriation Account A1171.4 by \$6,500 by decreasing Line Item A1171 4 4046 Fees for Services by \$6,500

Increase Appropriation Account A1171.4 by \$6,500 by increasing Line Item A1171 4 4300 Association Dues by \$6,500

Decrease Appropriation Account A1172.1 by \$28,800 by decreasing Line Item A1172 1 9935 Law Intern Program by \$28,800

Decrease Appropriation Account A1172.4 by \$29,371 by decreasing Line Item A1172 4 4071 Property Repair and Rental by \$29,371

Increase Appropriation Account A1172.4 by \$58,171 by increasing the following line items:

Increase Line Item A1172 4 4306 Mentor Program by \$28,800

Increase Line Item A1172 4 4310 Second Chair Program by \$29,371

and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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 – 7/13/20

Albany County

Department of **HUMAN RESOURCES**

Daniel P. McCoy, Albany County Executive

Jennifer Skelly Clement, Commissioner

MEMORANDUM

TO: Hon. Andrew Joyce, Chairman, Albany County Legislature

CC: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel

FROM: Jennifer Skelly Clement, Commissioner of Human Resources

DATE: 03/29/2021

RE: RLA: Excess Workers' Compensation Insurance Contract Approval

Attached please find the RLA to approve the Excess Insurance Policy with Midwest Employers Casualty Company for an annual premium of \$310,291. As a result of the rate increase, I request to move \$20,531 from CS 9040 89040 to CS1722 44999.

The policy is brokered by Arthur J. Gallagher Risk Management Services. Excess Insurance covers claims for Albany County's self-insured workers' compensation claims that exceed the specified cost limits. The premium provides an \$800,000 retention, a \$1,000,000 retention per occurrence for Police Officers, and an Employer's Liability Limit of \$2,000,000.

Please feel free to contact me with any additional questions you may have.



County of Albany

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

Legislation Text

File #: TMP-2372, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization and Budget Amendment for Excess Insurance Policy

Date: 3/30/2021
Submitted By: Jennifer Clement
Department: Human Resources
Title: Commissioner
Phone: 518-447-5690
Department Rep.
Attending Meeting: Jennifer Clement

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.: CS 1722 44999
Source of Funds: CS 9040 89040
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):

Arthur J. Gallagher Risk Management Services, Inc.
30 Century Hill Drive
Suite 200
Latham, NY 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$310,291.00
Scope of Services: Excess Insurance Coverage for Workers' Compensation Claims

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: CS 9040 89040

Appropriation Amount: \$20,531.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2021-12/31/2021

Length of Contract: 12 months

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 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 Human Resources respectfully requests authorization to approve the Excess Insurance Policy with Midwest Employers Casualty Company for an annual premium of \$310,291. As a result of the rate increase, the Department of Human Resources requests to move \$20,531 from CS 9040 89040 to CS 1722 44999.

The policy is brokered by Arthur J. Gallagher Risk Management Services. Excess Insurance covers claims for Albany County's self-insured workers' compensation claims that exceed the specified cost limits. The premium provides an \$800,000 retention, a \$1,000,000 retention per occurrence for Police Officers, and an Employer's Liability Limit of \$2,000,000.

APPROPRIATIONS		RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST
ACCOUNT NO.					
CS 9040	89040	Workers' Compensation		20,531.00	
CS 1722	44999	Excess Insurance	20,531.00		
TOTAL APPROPRIATIONS			20,531.00	20,531.00	
ESTIMATED REVENUES		RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST
ACCOUNT NO.					
TOTAL ESTIMATED REVENUES			0.00	0.00	
GRAND TOTALS			20,531.00	20,531.00	

Template

DEPARTMENT NAME

DEPARTMENT NAME



Proposal of Insurance

County of Albany

112 State Street
Room 600
Albany, NY 12207

Presented: December 23, 2020

Effective: January 1, 2021

Greg Vandenburgh

Sales Executive

Arthur J. Gallagher Risk Management Services, Inc.

30 Century Hill Drive
Suite 200

Latham, NY 12110

(518) 869-3535

Greg_Vandenburgh@ajg.com



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Service Team

Jacqueline Patrick has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Greg Vandenburg Sales Executive	(518) 533-6813	Greg_Vandenburg@ajg.com	Producer
Jacqueline Patrick Client Service Manager, Senior	(518) 463-3181	Jacqueline_Patrick@ajg.com	Client Service Manager
Alison Wood Account Manager	(518) 533-6840	Alison_Wood@ajg.com	Client Service Associate
Tom Lynch, AIM Area Vice President, Claims Advocate Senior	(315) 928-4980	Tom_Lynch@ajg.com	Claims Advocate (P&C)

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (518) 869-3535

Program Structure

Named Insured

Named Insured Schedule:

Add / Change / Delete	Named Insured	Excess Workers Comp
	County Of Albany	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Midwest Employers Casualty Company	Excess Workers Comp	Quoted	\$310,291.00
Safety National Group	Excess Workers Comp	Declined to Quote - Pricing not Competitive / Estimated composite rate of .25	

Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
Excess Workers' Compensation	1	112 State St, Room 600 Albany, NY 12207-2005



Program Details

Coverage: Excess Workers Comp
Carrier: Midwest Employers Casualty Company
Policy Period: 1/1/2021 to 1/1/2022

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Coverage A - Workers' Compensation		Statutory	
Employers' Liability Limits: Bodily Injury by Accident	Limit	\$2,000,000	Each Accident
Employers' Liability Limits: Bodily Injury by Disease	Limit	\$2,000,000	Per Employee
Employers' Liability Limits: Bodily Injury by Disease	Limit	\$2,000,000	Policy Limit

Deductibles / Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Specific Retention	\$800,000
Deductible	Specific Retention - Police	\$1,000,000

Experience Modification Factor(s):

DESCRIPTION	FACTOR
NY	1
NY	1

States:

DESCRIPTION	STATE
States Covered:	NY
States Excluded:	OH, ND, WA, WY

Endorsements include, but are not limited to:

DESCRIPTION
Amendment to Schedule Item 6 (0231696, 0231820) - CMB-6-CLS
Amendment to Schedule Item 11 - CMB-11
Foreign - CMB-160
Change in Notification Time Required for Cancellation - Insured NOC 30 Days; MECC NOC 90 Days - CMB-184-NY
Policyholder Disclosure Notice of Terrorism Insurance - CMB-199

Endorsements include, but are not limited to:

DESCRIPTION
Voluntary Compensation - ISI-261
Endemic Disease and Repatriation - ISI-266
Limited Longshore and Harbor Workers' Compensation Act - ISI-282
New York - CMB-NY
New York Acknowledgement - CMB-NY-ACK
Notice to Policyholder - CMB-NY-NOT
Notice to Policyholder - CMB-NY-NOT-SXS

Exclusions include, but are not limited to:

DESCRIPTION
Voluntary Compensation
Longshore & Harbor Workers' Act
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Federal Employers' Liability Act
Assumptions under Contract
Aircraft Exclusion - ISI-254-EXC

Binding Requirements:

DESCRIPTION
Subject to -
- Signed Application Must be Received Prior to Policy Issuance
Completed Employee Concentration by Location worksheet

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Deposit Premium \$310,291
Total Premium Includes Terrorism Risk Ins Act of 2002 \$9,309
MECC must be notified of any aircraft changes occurring during the policy period

Premium	\$310,291.00
ESTIMATED PROGRAM COST	\$310,291.00
Minimum Premium -	\$279,262.00
TRIA/TRIPRA PREMIUM (+ Additional Surcharges, Taxes and Fees as applicable)	INCLUDED

Optional Coverages:

DESCRIPTION	NEW	AMOUNT	DEDUCTIBLE / SELF-INSURED RETENTION	OTHER	PREMIUM	TAX
Workers' Compensation	No	--	Specific Retention \$900,000, Specific Retention - Police \$1,000,000	Rate : 0.2052, Minimum Premium \$265,791, Deposit Premium \$295,323, Terrorism \$8,860	\$295,323.00	
Workers' Compensation	No	--	Specific Retention \$1,000,000	Rate : 0.1946, Minimum Premium \$252,061, Deposit Premium \$280,068, Terrorism \$8,402	\$280,068.00	

Subject to Audit: Annually

Auditable Exposures:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER \$100
NY	-	Total Payroll	\$143,919,818 - Payroll	0.2156

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE		EXPIRING PROGRAM		PROPOSED PROGRAM	
		CARRIER	EXPIRING COST	CARRIER	ESTIMATED COST
Excess Workers Comp	Premium	MidwestEmployers Casualty Company(W. R. Berkley Group)	-	MidwestEmployers Casualty Company(W. R. Berkley Group)	\$310,291.00
	Estimated Cost Annualized Cost TRIA Premium		\$288,415.00 - -		\$310,291.00 - Included
Total Estimated Program Cost			\$288,415.00		\$310,291.00

Quote from **Midwest Employers Casualty Company (W. R. Berkley Group)** is valid until **1/11/2021**

Gallagher is responsible for the placement of the following lines of coverage:

Excess Workers Comp

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premium Financing

Arthur J. Gallagher is pleased to offer Premium Financing for our clients.

What is Premium Financing?

Premium financing is a short-term loan that provides premium payment flexibility. By financing, you have the option to spread out your premium payments instead of paying in full at the time of policy purchase or renewal.

Why Premium Financing May be Good for Your Business?

- May improve **capital and cash flow management** by spreading out premium payments over the policy period.
- Allows for **consolidation of** multiple policies into one premium finance agreement with a single monthly or quarterly payment.
- Provides automated **ACH options and flexible payment terms**.

Want to Learn More?

If you are interested in learning more or obtaining a quote, contact your Client Service Manager.

Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Midwest Employers Casualty Company (W. R. Berkley Group)	Excess Workers Comp	Deposit Premium \$310,291	Agency Bill

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Midwest Employers Casualty Company	A+ XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Proposal Disclosures

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farmowners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Client Signature Requirements



Coverages for Consideration

Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Other Coverage Considerations

- Higher Umbrella Liability Limits

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 12/23/2020, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Workers Comp
<input type="checkbox"/> Option # 1	Midwest Employers Casualty Company- \$800K/\$1M SIR
<input type="checkbox"/> Option # 2	Midwest Employers Casualty Company- \$900K/\$1M SIR
<input type="checkbox"/> Option # 3	Midwest Employers Casualty Company- \$1M SIR
<i>TRIA Cannot Be Rejected</i>	

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other Coverages to Consider

Yes No – Higher Umbrella Liability Limits

Other Services to Consider

Yes No - CORE360™ Loss Control Portal

Yes No - eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

Appendix



Bindable Quotations & Compensation Disclosure Schedule

Client Name: County of Albany

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Excess Workers Comp	Midwest Employers Casualty Company (W. R. Berkley Group)	N/A	\$310,291.00	12 %	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

Binding Requirements

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Excess Workers Comp Midwest Employers Casualty Company	Subject to - - Signed Application Must be Received Prior to Policy Issuance
	Completed Employee Concentration by Location Worksheet

Claims Reporting By Policy

Reporting Options:

- Email: NortheastRegion.BSD.ClaimsReporting@ajg.com
- Phone: 800.770.0001
- Phone: 856.675.1301 (Direct & International)
- Fax: 856.675.1302
- After hours emergencyreport service: 877.458.0288

Mailing Address:

Attn: Claims Service Manager
Arthur J. Gallagher
4000 Midlantic Drive
Suite 200
Mt. Laurel, NJ 08054

For all claims reported directly to Gallagher the following services will be provided:

- Preparation of loss notice and delivery to insurance carrier(s).
- Promptly provide claim acknowledgement including claim number and adjuster contact information once the claim is assigned.
- Initiate assignment to Gallagher Claims Advocate when required for continued customer service and management of claims.

CORE360™

Loss Control Portal



Insurance | Risk Management | Consulting



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention and minimizing your total cost of risk now and in the future.

Gallagher's **CORE360™ Loss Control Portal** is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ Loss Control Portal:

- **Access** up to 10 modules of your choice from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard** and train an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit
ajg.com/LossControlPortal to learn more.

Most Popular Training Modules:

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Gallagher CORE360™ is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.



eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability. Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

To access the Gallagher | eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training — An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

Insurance brokerage and related services to be provided by Arthur J. Gallagher Risk Management Services, Inc. (License No. 0D69293) and/or its affiliate Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. (License No. 0726293).

Cyber Liability

DANIEL P. MCCOY
County Executive



COUNTY OF ALBANY
PROBATION DEPARTMENT
60 SOUTH PEARL STREET
ALBANY, NEW YORK 12207
PHONE: (518) 487-5200
FAX: (518) 487-5204
www.albanycounty.com

WILLIAM CONNORS
Director

Lori Haggerty
Deputy Director

Michael OConnor
Principal Probation Officer

March 23, 2021

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

Re: Gun Involved Violence Elimination
(GIVE) Grant Renewal

Dear Chairman Joyce:

Enclosed is a request for Legislative Action for permission to renew The Probation Department's contract with the New York State Division of Criminal Justice Services (DCJS) regarding Gun Involved Violence Elimination (GIVE) grant. The total award remains at \$137,005. The grant pays limited overtime, GPS monitoring, and for one full time Probation Officer and ½ Probation Officer. This is a partnership with the Albany County District, and the Albany Police, and NYS Division of Criminal Justice Services.

It is respectfully requested this be considered. If you have any questions or need additional information, please do not hesitate to contact me directly at (518) 487-5194.

Sincerely,

William Connors
Probation Director

WC/km
Enc.

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



County of Albany

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

Legislation Text

File #: TMP-2396, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Gun Involved Violence Elimination (GIVE) Grant with NYS DCJS

Date:	March 23, 2021
Submitted By:	William Connors
Department:	Probation Department
Title:	Probation Director
Phone:	518-487-5194
Department Rep.	
Attending Meeting:	William Connors

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

Renewal

Submission Date Deadline 7/1/2021

- 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):

New York State Division of Criminal Justices Services
80 South Swan Street
Albany, NY 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 137,005.

Scope of Services: The Probation department is a partner with the Albany County District Attorney Office, the Albany Police, and NYS DCJS to reduce gun violence in Albany County by participating in the Gun Violence Elimination GIVE Grant. The grant remains the same as last year for 137,005. The grant funds monitoring persons sentenced to Probation having been convicted of gun related crimes. It pays for ½ salary of a Probation Officer who is assigned as a Field Intelligence Officer (FIO) to the Capital Region Crime Analysis Center. The FIO assists the GIVE strategy by providing intelligence regarding Probationers. The grant also funds the salary of another Probation Officer who works directly with the Albany Police Enhanced Supervision unit monitoring Probationers who maybe engaged in activities that are likely to lead to gun violence. The GIVE Probation Officer provides enhanced probation supervision. This may include special details where probationers may attend, curfew checks, increased reporting and GPS monitoring. Other funding includes limited Overtime and GPS monitoring.

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: A3140.03334
Revenue Amount: 137,005.

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: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 07.01.2021-06.30.2022
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: Resolution No. 300
Date of Adoption: 09/14/2020

Justification: (state briefly why legislative action is requested)
Requesting permission to renew the Probation Department’s contract with the New York State Division of Criminal Justice Services (DCJS) regarding Gun Involved Violence Elimination (GIVE). This is a partnership with the Albany County District Attorney, Albany Police, and NYS Division of Criminal Justice Services.



ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

March 22, 2021

The Honorable David Soares
Albany County District Attorney
6 Lodge Street, 4th Floor
Albany, NY 12207

Chief Eric Hawkins
Albany Police Department
170 Henry Johnson Blvd.
Albany, NY 12201

Re: Gun Involved Violence Elimination (GIVE) SFY 2021-22

Dear District Attorney Soares and Chief Hawkins,

Thank you for your continued partnership with the NYS Division of Criminal Justice Services (DCJS) in administering the Gun Involved Violence Elimination (GIVE) Initiative. GIVE continues to be a critical component of New York’s shooting and homicide reduction strategy, and DCJS continuously strives to strengthen our programs and partnerships with GIVE jurisdictions.

Subject to available appropriation from the enacted state budget for Fiscal Year 2021-22, approximately \$13.3 million dollars is expected to be made available to support the statewide GIVE Initiative in the coming year. As such, participating GIVE agencies in Albany County are eligible to receive a total of up to \$759,829 in awards for the contract period July 1, 2021 to June 30, 2022.

We recognize that the tumultuous events of this past year have been extraordinarily challenging for local public safety agencies. In order to provide funding for the grant contract term beginning July 1, 2021 as efficiently and effectively as possible, we have streamlined the administrative requirements of the annual GIVE Comprehensive Plan. Funding will be provided to jurisdictions for GIVE programs and services and will be distributed to all partner agencies within the county in the same manner and amounts as in the current contract. Please see *Gun Involved Violence Elimination (GIVE) Award Amounts 2020-21 and 2021-22* below for award amounts being made available to each participating partner in your jurisdiction.

As you know, DCJS utilizes a deliberate process to make GIVE funding allocations, with a focus on awarding funds to support the successful implementation of evidence-based crime reduction strategies. Prior to the execution of grant contracts, DCJS is requiring existing GIVE jurisdictions to submit answers to the questions found below in *GIVE 2021-22 Funding Requirements* and to complete and submit one updated budget (see Attachment: 2021-2022 GIVE Initiative Budget Worksheet) and complete a narrative justification response that includes all funded partnership agencies receiving an award in your jurisdiction.

Responses to questions and the budget worksheet and narrative justification must be submitted to DCJS via email at GIVE@dcjs.ny.gov by 4/15/2021. It is important to include the name



of your jurisdiction and indicate the partner agency in the subject line of the email. Submissions from jurisdictions should be the result of a collaboration among community stakeholders. Responses will be reviewed and if necessary, DCJS will contact you with questions or return the documents to grantees for any recommended revisions.

Individual award notices will be sent to your partner agencies following enactment of the SFY 2021-22 budget. All grantees are expected to adhere to existing GIVE strategies as detailed in the attached reference document *SFY 2020-21 GIVE Guidance and Funding*, and to comply with GIVE contract requirements for the contract term July 1, 2021 through June 30, 2022. If you would like a copy of your GIVE Strategy submitted last year to DCJS for reference, please email the DCJS Office of Public Safety (OPS) at GIVE@dcjs.ny.gov.

As always, DCJS staff are available to answer any questions you may have regarding the GIVE initiative and funding. Please contact the DCJS Office of Public Safety (OPS) at GIVE@dcjs.ny.gov for information and assistance regarding the GIVE program. If you have any contract or funding related questions, please contact David Martin in the DCJS Office of Program Development and Funding (OPDF) at (518) 485-9607, or by e-mail at David.Martin@dcjs.ny.gov.

Thank you for all you do to enhance public safety. DCJS remains committed to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

Enclosures (2):

- *GIVE Award Amounts 2020-21 and 2021-22*
- *GIVE 2021-22 Funding Requirements*

Attachments (2):

- #1 - *GIVE Budget Worksheet*
- #2 - *SFY 2020-21 GIVE Guidance and Funding Document* – Provided for reference and information

cc: Dave Martin, DCJS
Raymond Neves, DCJS
Craig Apple, Albany County Sheriff's Office
William Connors, Albany County Probation



Gun Involved Violence Elimination (GIVE) Award Amounts 2020-21 and 2021-22

Implementing Agency	Award Amount
Albany	\$759,829
Albany PD	\$386,084
District Attorney	\$236,740
Probation	\$137,005
Broome	\$391,243
Binghamton PD	\$231,285
District Attorney	\$83,881
Sheriff's Office	\$76,077
Chautauqua	\$193,463
Jamestown PD	\$72,221
District Attorney	\$83,306
Probation	\$10,500
Sheriff's Office	\$27,436
Dutchess	\$343,669
City of Poughkeepsie PD	\$168,367
District Attorney	\$150,302
Sheriff's Office	\$15,000
Probation	\$10,000
Erie	\$1,958,847
Buffalo PD	\$623,844
District Attorney	\$927,556
Sheriff's Office	\$176,245
Probation	\$231,202
Monroe	\$1,789,755
Rochester PD	\$676,146
District Attorney	\$570,997
Sheriff's Office	\$257,000
Probation	\$285,612



Nassau		\$861,743
	Nassau County PD	\$306,533
	District Attorney	\$109,326
	Sheriff's Office	\$22,000
	Probation	\$192,084
	Hempstead PD	\$231,800
Niagara		\$647,376
	Niagara Falls PD	\$326,202
	District Attorney	\$167,405
	Sheriff's Office	\$87,049
	Probation	\$66,720
Oneida		\$645,955
	Utica PD	\$282,585
	District Attorney	\$338,350
	Sheriff's Office	\$500
	Probation	\$24,520
Onondaga		\$1,240,831
	Syracuse PD	\$500,000
	District Attorney	\$323,782
	Sheriff's Office	\$277,241
	Probation	\$139,808
Orange		\$848,513
	City of Newburgh PD	\$364,284
	District Attorney	\$300,318
	Sheriff's Office	\$62,975
	Middletown PD	\$15,250
	Probation	\$105,686
Rensselaer		\$422,587
	Troy PD	\$197,027
	District Attorney	\$139,453
	Probation	\$86,107
Rockland		\$107,146
	Spring Valley PD	\$71,146
	District Attorney	\$25,500
	Probation	\$10,500



Schenectady		\$785,275
	Schenectady PD	\$354,142
	District Attorney	\$257,348
	Sheriff's Office	\$83,120
	Probation	\$90,665
Suffolk		\$993,861
	Suffolk County PD	\$361,964
	District Attorney	\$511,787
	Sheriff's Office	\$65,959
	Probation	\$54,151
Ulster		\$240,320
	Kingston PD	\$82,500
	District Attorney	\$80,525
	Sheriff's Office	\$25,295
	Probation	\$52,000
Westchester		\$1,080,968
	Yonkers PD	\$307,721
	Mount Vernon PD	\$192,260
	District Attorney	\$425,255
	Dept of Public Safety	\$69,972
	Probation	\$85,760
TOTAL		\$13,311,381



2021-22 Gun Involved Violence Elimination (GIVE) Requirements for Funding

To provide funding for the grant contract term beginning July 1, 2021 as efficiently and effectively as possible, we have streamlined the administrative requirements of the annual GIVE Comprehensive Plan for 2021-22. To receive funding, GIVE grantees will be required to: 1) submit answers to questions pertaining to the implementation of GIVE during 2020-21 and plans for 2021-22; and 2) Complete and submit one Budget Worksheet and narrative justification that includes each partnership agency. Instructions are provided below:

INSTRUCTIONS:

Responses to questions below for your jurisdiction and a budget worksheet (see Attachment: GIVE Budget Worksheet) including each partnership agency must be submitted to DCJS via email at GIVE@dcjs.ny.gov by 4/15/2021. Please prepare answers to questions in a Word Document and include the name of the County and Contact Information at the top of the page.

It is important that the email submission(s) include the name of your jurisdiction and indicate the partner agency in the subject line of the email. Responses will be reviewed and if necessary, DCJS will contact you with questions and return documents to grantees for any recommended revisions.

Narrative Questions:

1. Describe the underlying issues that contributed to your jurisdiction's shooting or aggravated assault problem in GIVE VII (July 1, 2020 through July 1, 2021) and provide data to support your claims.
2. Provide an analysis of the challenges faced in implementing your jurisdiction's GIVE VII (July 1, 2020 through June 30, 2021) Comprehensive plan. Specifically describe how COVID and other factors affected implementation and provide relevant data to support your assessment.
3. Describe how you will update your comprehensive GIVE VIII plan to address both the underlying issues identified in Question #1 and the factors that affected implementation of your GIVE VII plan identified in Question #2.
4. Describe how you will include all appropriate community stakeholders into your comprehensive GIVE plan for GIVE VIII (July 1, 2021 through June 30, 2022).

Jurisdictions where Probation Departments are an existing partner, Probation Directors must also respond to Question #5:



5. Describe the strategies and techniques which your probation department will utilize in the investigation and supervision of GIVE probationers. These strategies may include, but not be limited to:

- Cognitive Behavioral Intervention
- Employment Readiness Programs
- Client Dosage/Engagement
- GPS or other Electronic Monitoring
- Collaboration with GIVE partner agencies
- Community Engagement/Procedural Justice
- Other

Probation Director's should refer to State Director's Memorandum #2020-1 "Supervision Strategies to Manage the High-Risk Probationer" for further information.

Budget Worksheet and Narrative Justification Preparation:

Use the attached GIVE Budget Worksheet to complete the budgets for each participating agency within the jurisdiction. In addition to completing the Budget Worksheet, please submit a narrative justification in a Word Document, in the name of County at the top of the page.

Note: One GIVE Initiative Budget worksheet (See Attachment 1: *GIVE Budget Worksheet*) and a narrative justification response, must be submitted for each jurisdiction requesting funding. Each agency is required to complete the appropriate section of the budget spreadsheet that references their agency, and must outline the specific budget requested to support each one of the evidence-based strategy categories listed in the budget spreadsheet with appropriate justification for each in a required budget narrative. Any requests for funded personnel must also be detailed in the "personnel" section of the budget spreadsheet, including salary and fringe costs.

When developing their budget narratives, jurisdictions are encouraged to use the below budget checklist to ensure that all information has been submitted to support the budget request. See attached SFY 2020-21 *GIVE Guidance and Funding* Document for allowable expenses and information.

- Does the budget request(s) comply with the funding restrictions set forth in the GIVE Plan Proposal Guidance document?
- Did each agency within the eligible jurisdiction complete the individual agency budget section on the combined county budget worksheet for the 12-month budget cycle?
- Are budget lines directly related to program institutionalization and sufficiently justified?
- Is there a clear relationship between the budgeted items and resource requirements identified in the submitted responses for your GIVE 2021-22 plan?
- Are the roles of budgeted personnel well defined and essential to the strategy to reduce shootings and homicides, or aggravated assaults where applicable?



- Is the time allotment specified for proposed personnel commensurate with the amount of funding requested for that position?
- Are non-personnel service items essential and directly related to the GIVE Strategy?
- Are budgeted amounts reasonable and calculated based on adequate supporting detail (e.g., number of hours worked, hourly rates, percent-of-effort (FTEs), fringe rates, unit costs, etc.)?
- Is there sufficient detail about requests for overtime to conduct operations?

As stated above, one GIVE Initiative Budget worksheet (see Attachment) along with a complete narrative justification budget response, must be submitted for each jurisdiction requesting funding. Each agency is required to complete the appropriate section of the budget spreadsheet that references their agency, and must outline the specific budget requested to support each one of the evidence-based strategy categories listed in the budget spreadsheet with appropriate justification for each in a required budget narrative.

Attachment #1: SFY 2020-21 *GIVE Guidance and Funding* Document for reference and information

Attachment #2: *GIVE Budget Worksheet* (Note: Also, submit a separate narrative justification document to accompany this Worksheet)

Albany County Probation Department - \$137,005.00

½ Time Field Intelligence Officer: \$36,735.00 (\$26,268.00 Salary + \$10,467.00 Fringe)

One ½ time Probation Officer will be assigned as a Field Intelligence Officer to the Capital Region Crime Analysis Center. The FIO will focus on probationers and enhance gun related intelligence for all GIVE partners. The FIO attends all weekly crime meetings and assists with the GVI strategy by providing intelligence regarding individuals who may be involved in a GVI enforcement action.

Probation Officer: \$73,270.00 (\$52,336.00 Salary + \$20,934.00 Fringe)

One Full-time Probation Officer is assigned to GIVE related strategies and initiatives. The officer works directly with the Albany Police Department's Enhanced Supervision and TRaC units to oversee probationers identified through VOID. The Probation Officer also assists in the monitoring of group members that may be engaged in activities that are likely to lead to gun violence, but have not yet scored high enough for inclusion on the VOID list. The Probation Officer is also instrumental to the GVI strategy by assisting in the selection of individuals who attend the Call-In, participating in Custom Notifications, and assisting in carrying out Probation-related sanctions for individuals who are the target of GVI enforcement actions. The Probation Officer participates in the GVI Operational Group and attends all weekly crime meetings. Enhanced supervision of these offenders includes, field contacts, special details (ie. concerts and basketball games), home visits, curfew checks, increased reporting, GPS monitoring, routine searches, school dismissal and a variety of other site visits. The Probation Officer assists those threatened by gun violence to ensure safety while maintaining accountability.

Overtime: \$15,000.00

Hot-Spot Policing - \$10,000.00 – Albany County Probation in coordination with the Albany Police Department conducts home visits weekly for high-risk probationers, probationers on the VOID list, and group-involved probationers. These visits assure that all partners have the most current information regarding addresses, that probationers are abiding by all conditions, and also provide intelligence regarding who probationers are spending their free time with. Warrant sweeps are conducted jointly with APD, particularly in hotspots when Conflict Analysis is showing a hot area and when there is a rise in gun violence.

Focused Deterrence - \$5,000.00 – Albany County Probation participates in the GVI strategy. Overtime funds will be used for participation in Call-ins and Custom Notifications.

Ankle Bracelet Activation and Monitoring: \$12,000.00

At times it becomes necessary for individuals on the VOID list, or individuals who are identified members of a group who are also under the supervision of Probation to be monitored

via GPS ankle bracelets. An increasingly common practice for Albany County Probation, when used it allows for more stringent compliance with terms of probation and subsequent investigations. The GIVE funded Probation Officer offers recommendations for conditions relating to GPS for enhanced supervision and monitoring so that zero tolerance actions may be taken when offenders violate such conditions.

RESOLUTION NO. 300**AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED VIOLENCE ELIMINATION GRANT**

Introduced: 9/14/20

By Law Committee, Messrs. A. Joyce and Ward:

WHEREAS, The Director of the Albany County Probation Department has requested authorization to enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination (GIVE) grant in the amount of \$137,005 for the term commencing July 1, 2020 and ending June 30, 2021, and

WHEREAS, The Director has indicated that GIVE is a partnership between the Probation Department, New York State Division of Criminal Justice Services, the Albany County District Attorney's Office, and the City of Albany Police Department and that funding will be used to support limited overtime, GPS monitoring, one full-time Probation Officer, and one part-time Probation Officer, 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 Division of Criminal Justice Services regarding the Gun Involved Violence Elimination (GIVE) grant in the amount of \$137,005 for a term commencing July 1, 2020 and ending June 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.

Adopted by unanimous vote - 9/14/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 14th day of September, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 16th day of September, 2020.



Clerk, Albany County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY of ALBANY
CRIME VICTIM and SEXUAL VIOLENCE CENTER
112 State Street, Room 1010
Albany, New York 12207-2077
Office: (518) 447-7100 Fax: (518) 447-7102
24-Hour Sexual Assault Hotline: (518) 447-7716
www.albanycounty.com/cvsvc
e-mail: cvsvc@albanycounty.com

KAREN ZIEGLER
DIRECTOR

April 2, 2021

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

Dear Chairman Joyce:

I am requesting permission to accept a grant award from NYS Office for the Prevention of Domestic Violence (NYS OPDV) for one year in the amount of \$142,856.00. This year, NYS is transferring this funding from NYS Department of Health to NYS OPDV. Under this Enough is Enough grant, CVSVC will continue to implement policies and procedures to respond and prevent sexual assault, domestic violence, dating violence and stalking on college and university campuses in New York State included funding for sexual assault prevention and assistance programs. The funding will support programs' efforts in providing prevention, education and direct victim services on campuses across the State. CVSVC will work with the colleges and universities in Albany County to provide services to all victims as well as prevention activities with the whole campus community. This funding is for the period May 1, 2021 through April 30, 2022.

Additional documentation is attached for your review.

I appreciate your consideration this matter.

Sincerely,

Karen Ziegler

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



County of Albany

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

Legislation Text

File #: TMP-2388, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract between NYS Office for the Prevention of Domestic Violence and CVSVC for Enough is Enough funding

Date: April 2, 2021
Submitted By: K Ziegler
Department: CVSVC
Title: Director
Phone: 518-447-7100
Department Rep.
Attending Meeting: K Ziegler

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

Renewal

Submission Date Deadline 5/1/2021

- 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):

NYS Office for the Prevention of Domestic Violence
80 South Swan Street
Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$142,856.00

Scope of Services: A one year award to work with colleges and universities in Albany County to fulfill Enough is Enough efforts to prevent and respond to sexual assault on campuses. This grant supports the commitment to work together to provide trauma informed services to student and employee victims of sexual assault and to improve the overall response to sexual assault at colleges and universities in Albany County. The parties share the goal of preventing sexual assault on campus and in the community and responding appropriately to students and employees who have been victimized.

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: NYS Enough is Enough legislation

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

County Budget Accounts:
Revenue Account and Line: A4610 03495
Revenue Amount: 142,856.00

Appropriation Account and Line: see attached spreadsheet
Appropriation Amount: 142,856.00

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) 5/1/2021 - 4/30/2022
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: 433
Date of Adoption: 11/13/2017

Justification: (state briefly why legislative action is requested)
The Governor’s Enough is Enough legislation requires institutions of higher learning to work closely with local sexual assault programs. CVSVC will work with the colleges and universities in Albany County to provide services to all victims as well as prevention activities with the whole campus community. The request is to accept the award, contracting with NYS OPDV immediately.

Good Morning:

I hope this note finds you well. As you know, the Enough is Enough (EiE) program is transferring from DOH to OPDV as of April 1, 2021. As a result of this transition, OPDV is in the process of developing new one-year contracts for all current vendors under the EiE program. These contracts will start on 5/01/2021 and will end on 4/30/2022. In order to ensure we are accurately reflecting the current landscape of programming for your agency, we would like you to submit a one-year budget that will be used to structure these new contracts.

Using the template attached, please outline a one-year budget for the contract period 5/01/21 – 4/30/22 for a total amount of **\$142,856.00**. Your budget cannot exceed this amount. Please submit your budget by **COB 3/31/21**.

We appreciate your responsiveness to this request and look forward to working with you as we move forward with this transition.

If you have any questions, please feel free to reach out.

Best,

Máire Cunningham

Pronouns: she/her/hers

Performance and Operations Administrator / Bureau of Finance & Administration
maire.cunningham@opdv.ny.gov / 518-457-5987

New York State Office for the Prevention of Domestic Violence

Alfred E. Smith Building, 80 S. Swan Street, Room 1157, Albany, NY 12210

Main: 518-457-5800

www.opdv.ny.gov



Personnel		% of cost
A 4610 11028 001 450001	Director	10
A 4610 11128 001 450002	Deputy Director	6
A 4610 12232 001 450003	Clinical Supervisor	10
A4610 12233 001 450025	CV Therapist Child	10
A 4610 12235 001 450005	CV Therapist 1	10
A4610 12233 001 450006	CV Therapist 2	10
A4610 12272 001 450026	Campus SA Services Coordinator	95
A 4610 12243 001 450029	Coordinator of Community Education	20
A 4610 12254 001 450020	Volunteer Coordinator	10
A 4610 12238 001 450018	Supervising CV Caseworker	10
A 4610 16401 002 450017	Confidential Secretary	10
A 4610 19982	On Call Pay	25

Contractual Expenses 44020 - 44903

A4610 44020	Office Supplies	2
A4610 44021	Computer Supplies	2
A4610 44038	Travel	4
A4610 44039	Conferences	5
A4610 44042	Printing	10
A 4610 44041	Computer Fees	10
A410 44903	DGS Shared Services	10

Fringe 89010 - 89060

A 4610 89010	State Retirement	18
A 4610 89030	FICA/Social Security	18
A 4610 89060	Health & Medical Insurance	18

RESOLUTION NO. 433

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING THE NEW YORK STATE ENOUGH IS ENOUGH PROGRAM

Introduced: 11/13/17

By Law Committee and Mr. Clenahan:

WHEREAS, The Director of the Crime Victim And Sexual Violence Center (CVSVC) has requested authorization to enter into a three (3) year agreement with the NYS Department of Health regarding the Enough is Enough program in the amount of \$102,041 per year, for the period commencing May 1, 2018 and ending April 30, 2021, and

WHEREAS, The Director indicated that funding will be used to implement policies and procedures to respond and prevent sexual assault, domestic violence and stalking on college and university campuses, as well as sexual assault prevention and assistance programs, education, and direct victim services on campuses, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute a three (3) year agreement to accept funding from the NYS Department of Health regarding the Enough is Enough program in Albany County for the period commencing May 1, 2018 and ending April 30, 2021 in an amount not to exceed \$102,041 per year, 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. 11/13/17

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 13th day of November, 2017, 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 14th day of November, 2017.

A handwritten signature in cursive script, appearing to read "Paul J. DeMarco", is written over a horizontal line.

Clerk, Albany County Legislature