#### Albany County Request for Contract Approval

Contract #	2024-2090	
Contract Type	B) CAB Contract	
Contract Action	C) Renewal	
Procurement Type		
Department	A3110 - Sheriff	
Date Submitted	Monday, June 17, 2024	
Contact Person	Harris, Tina	
Contact Phone	+1 5184875435	
Vendor Info	Lexipol, LLC	
	2611 Internet Blvd, Suite 100, Frisco, TX 75034-9085	
Estimated Amount	\$21,000.00	
Estimated Term	5/1/2024 to 4/30/2025	
Scope of Services	Renwal to extend Cordico Law Enforcement Wellness App	
Budget Line Item	AA3110 - 44046 -	
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%	
BID, RFP, RFQ Completed?	N/A	

Budget Analyst		Date
For Contract Board Use:		Date Approved
Daniel P. McCoy Albany County Executive	Bruce A. Hidley Albany County Clerk	Joanne Cunningham, Chairwoman Albany County Legislature

#### **ALBANY COUNTY SHERIFF'S OFFICE**

CRAIG D. APPLE, SR.



MICHAEL S. MONTELEONE EXECUTIVE UNDERSHERIFF

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

Date:

June 17, 2024

To:

Contract Administration Board (CAB)

From:

Craig D. Apple Sr., Sheriff

Subject:

Wellness Solution (Contract Request 2024-2090)

Briefly, this request is to enter into an Agreement between Albany County Sheriff's Office and Lexipol to provide a wellness solution which will enable the Albany County Sheriff's Office to provide all employees and their family members customized, confidential, mobile wellness resources.

Hon. Daniel P. McCoy, County Executive Hon. Joanne Cunningham, Chairwoman

Hon, Bruce A. Hidley, County Clerk



## Invoice #INVCOR123147 4/1/2024

**Bill To**Albany County Sheriff's Office
16 Eagle St Court House
Albany NY 12207
United States

**End User** Albany County Sheriff's Office

Terms	Due Date	PO#	Contract Term	
Net 30	5/1/2024		5/1/2024 to 4	/30/2025
Description		Qty	Rate	Amount
Cordico Law Enforce	ement Wellness App	1	\$21,000.00	\$21,000.00
Your invoice include	es a 40 % discount.		Subtotal	\$21,000.00
			Tax Total (%)	\$0.00
			<b>Invoice Total</b>	\$21,000.00
			Amount Paid	\$0.00
			Amount Due	\$21,000.00

Click here to submit your accounting inquiry

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at LEXIPOL CUSTOMER PORTAL If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to: Lexipol, LLC 2611 Internet Blvd, Suite 100 Frisco, Tx 75034-9085

#### Albany County Request for Contract Approval

Contract #	2024-2072	
PHYMMHHWWWWA-A-GUIGHAELCHAWAARIAEHGGWAMMEHHHHUUMWAAGAGATAIDAGAAAAAGAAAGAAAGAAAAAAAAAAAAAA		
Contract Type	B) CAB Contract	
Contract Action	A) New	
Procurement Type	State Contract	
Department	D5110 - Maintenance of Roads and Bridges	
Date Submitted	Monday, June 10, 2024	
Contact Person	Hartmann, Wesley	
Contact Phone	+1 5184477036	
Vendor Info	STONS	
	2035 Lincoln Highway, ste 1010, Edison, NJ 08817	
Estimated Amount	\$24,550.00	
Estimated Term	7/9/2024 to 7/8/2025	
Scope of Services	Albany County will enter into an agreement with STONS to provide a 12-month subscription to Monday.com for 50 Enterprise seats. This software as a service will allow us to standardize project management and interdepartmental communication.	
Budget Line Item	DD5110 - 44046 - 10000	
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%	
BID, RFP, RFQ Completed?	N/A	

Budget Analyst		Date
For Contract Board Use:		Date Approved
Daniel P. McCoy Ibany County Executive	Bruce A. Hidley Albany County Clerk	Joanne Cunningham, Chairwoman Albany County Legislature



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

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

June 10, 2024

Honorable Joanne Cunningham, Chairwoman Albany County Legislature 112 State Street, 7th Floor Albany, New York 12207

Honorable Bruce A. Hidley Albany County Clerk Albany County Courthouse 15 Eagle Street, 1st Floor Albany, New York 12207

Dear Messrs. McCoy and Hidley, Dear Ms. Cunningham,

The office of the County Executive respectfully requests the approval of a contract with STONS to purchase 50 Enterprise licenses for Monday.com for \$24,550. It is our intention to use this software as a service to standardize project management and inter-departmental communication.

Related costs of this contract will be covered under the following line: D 5110 44046 10000

Projected term of contract will be July 9, 2024 through July 8, 2025.

Please feel free to reach out for any additional information.

Thank you,

Wesley Hartmann Operations Analyst



Jun 10, 2024.

Maureen Shea

Albany County

#### **Quote for monday.com**

GSA #: GS35F153GA.

DUNS #: 079519700

CAGE#: 77TW9

Tax ID: 32-0384453

Period: 6/24/24 - 6/23/25

Qty	Description	Cost \$ each	Extended Cost \$
50	monday.com ENT seats V10	501.60	25,080.00
1	Customer success manager plan: Silver \$ strategic touchpoints + 4 consulting hours to be provided by Monday.com	Included	Included
1	Advanced onboarding hours – up to 10 hours to be provided by Monday.com	Included	Included
1	Additional Discount	-530.00	-530.00
	Total		24,550.00

Onboarding Hours – expire 7/5/24. Up to 10 hours Up to 6 sessions Up to 2 workflows

Any Sales Order (the "Order") for monday.com services as described above (the "Services") is issued under and shall be governed by monday.com's Terms of Service available at: https://monday.com/terms/tos (the "Terms") and the Addendum to the monday.com Terms of Service (Government Customer) ("Government Addendum"). This Order, Terms, and Government Addendum (and any exhibits or appendices referred therein, constitute the entire agreement by and between monday.com and Customer in respect of the provision of the Services. Any other arrangements, either oral or in writing, in respect of the Services shall have no force or effect.

For clarity this quote provided by Stons, Inc. reflects a quote for the purchase of monday.com's Ltd. software as a service platform and such related additional services as provided by monday.com in connection with such software as a service platform. As set forth above by ordering, paying for and receiving the monday.com services, Customer is agreeing to be bound by and accept monday.com Terms as amended by the Government Addendum unless Customer and monday.com have a separate agreement executed by the parties in writing which governs.



#### **Terms & Conditions**

Payment terms: Net 30
Payment Method: Wire / ACH
This quote is valid until 6/28/2024

Currency: USD

Delivery: up to 15 days from PO

Tax will be added to the invoice if applicable

At your service Amir Shalev

#### Albany County Request for Contract Approval

Contract #	2024-2117
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, June 28, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Bearing Distributions Inc. (BDI)
	1 Charles Blvd, Guilderland, NY Zip 12084Code
Estimated Amount	\$95,000.00
Estimated Term	7/9/2024 to 7/9/2025
Scope of Services	Supply of chain and sprockets for District's grit collection systems.
Budget Line Item	GG8130 - 44070 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst		Date
For Contract Board Use:		Date Approved
Daniel P. McCoy Albany County Executive	Bruce A. Hidley Albany County Clerk	Joanne Cunningham, Chairwoman Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

## COUNTY OF ALBANY WATER PURIFICATION DISTRICT 1 CANAL ROAD SOUTH

ALBANY, NEW YORK 12204

PHONE: (518) 447-1611 FAX: (518) 433-0369 www.albanycounty.com

COMMISSION

DENNIS RIGOSU CHAIRMAN

NICHOLAS W. FOGLIA MAGGIE ALIX CHARLES G CARLUCCIO GARRY NATHAN

ANGELO GAUDIO, P.E. EXECUTIVE DIRECTOR

June 27, 2024

Hon. Daniel P. McCoy County Executive 112 State Street Albany, NY 12207

Hon. Joanne Cunningham Chairwomen Albany County Legislature 112 State Street – Suite 710 Albany, NY 12207

Hon. Bruce Hidley County Clerk 112 State Street Albany, NY 12207

Re: RFB 2024-071 North & South Plant Grit Collector Chain and Sprockets Bearing Distributors Inc. (BDI)

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to BDI for a total not to exceed amount of \$95,000 for the supply of chain and sprockets for the District's grit collection systems. The contract term is for one (1) year from the date of award with the option for a one (1) year renewal.

Three bids were received and BDI was determined to be the lowest responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

Angelo Gaudio, P.E. Executive Director

Enc: Bid tabulation

District Recommendation Memo Purchasing Dept. Concurrence Memo

cc: Lucas Rogers, Policy Analyst Zachary Smetana, Budget Analyst

Tabulation RFB-2024-071 Grit Chain and Sprockets

	Bidder	Applied	Applied Industrial	Norfolk	Norfolk Bearings	B	BDI
	NORTH PLANT						
Quantity	Item Description	Price Each	Total	Price Each	Total	Price Each	Total
390 ft	#720S Chain	\$ 33.73	\$ 13,154.70	\$ 69.00	\$ 26,910.00	\$ 31.61	\$ 12,327.90
2 Each	#720-25T-24.09 P.D. 4 7/16"	\$ 2,189.20	\$ 4,378.40	\$ 2,230.00	\$ 4,460.00	\$ 1,976.72	\$ 3,953.44
1 Ea. Plain	#720-19T-18.46 P.D. 2 7/16"	\$ 1,448.39	\$ 1,448.39	\$ 1,458.00	\$ 1,458.00	\$ 1,289.12	\$ 1,289.12
1 Ea. Set Screw	#720-19T-18.46 P.D. 2 7/16"	\$ 1,454.35	\$ 1,454.35	\$ 1,460.00	\$ 1,460.00	\$ 1,294.64	\$ 1,294.64
1 Ea. Plain	#720-19T-18.46 P.D. 2 15/16"	\$ 1,480.26	\$ 1,480.26	\$ 1,490.00	\$ 1,490.00	\$ 1,318.70	\$ 1,318.70
1 Ea. Set Screw	#720-19T-18.46 P.D. 2 15/16"	\$ 1,486.22	\$ 1,486.22	\$ 1,495.00	\$ 1,495.00	\$ 1,324.22	\$ 1,324.22
1 Ea. Plain	#720-19T-18.46 P.D. 3 15/16"	\$ 1,642.86	\$ 1,642.86	\$ 1,662.00	\$ 1,662.00	\$ 1,469.61	\$ 1,469.61
1 Ea. Set Screw	#720-19T-18.46 P.D. 3 15/16"	\$ 1,648.81	\$ 1,648.81	\$ 1,668.00	\$ 1,668.00	\$ 1,475.14	\$ 1,475.14
1 Ea. Plain	#720-19T-18.46 P.D. 3 7/16"	\$ 1,527.55	\$ 1,527.55	\$ 1,540.00	\$ 1,540.00	\$ 1,362.59	\$ 1,362.59
1 Ea. Set Screw	#720-19T-18.46 P.D. 3 7/16"	\$ 1,533.50	\$ 1,533.50	\$ 1,547.00	\$ 1,547.00	\$ 1,368.11	\$ 1,368.11
	Total North Plant		\$ 29,755.04		\$ 43,690.00		\$ 27,183.47
	SOUTH PLANT						
	Item Description	Price Each	Total	Price Each	Total	Price Each	Total
340 ft	#C110 Chain	\$ 57.90	\$ 19,686.00	\$ 119.00	\$ 40,460.00	\$ 57.30	\$ 19,482.00
2 Each	#C110-25T-24.12 P.D. 3 15/16"	\$ 2,432.29	\$ 4,864.58	\$ 2,470.00	\$ 4,940.00	\$ 2,185.69	\$ 4,371.38
2 Ea. Plain	#C110-19t-18.48 P.D. 2 15/16"	\$ 1,819.52	\$ 3,639.04	\$ 1,845.00	\$ 3,690.00	\$ 1,635.05	\$ 3,270.10
2 Ea. Set Screw	#C110-19t-18.48 P.D. 2 15/16"	\$ 1,844.83	\$ 3,689.66	\$ 1,875.00	\$ 3,750.00	\$ 1,657.79	\$ 3,315.58
1 ea Plain	#C110-19T-18.48 P.D. 3 15/16"	\$ 1,896.97	\$ 1,896.97	\$ 1,928.00	\$ 1,928.00	\$ 1,704.64	\$ 1,704.64
1 ea Set Screw	#C110-19T-18.48 P.D. 3 15/16"	\$ 1,922.27	\$ 1,922.27	\$ 1,950.00	\$ 1,950.00	\$ 1,727.38	\$ 1,727.38
1 ea Plain	#C110-19T-18.48 P.D. 3 7/16"	\$ 1,856.60	\$ 1,856.60	\$ 1,885.00	\$ 1,885.00	\$ 1,668.38	\$ 1,668.38
1 ea Set Screw	#C110-19T-18.48 P.D. 3 7/16"	\$ 1,881.90	\$ 1,881.90	\$ 1,910.00	\$ 1,910.00	\$ 1,691.12	\$ 1,691.12
	Total South Plant		\$ 39,437.02		\$ 60,513.00	¥	\$ 37,230.58
			-	y			iz.
	Total All Items North & South		\$ 69,192.06		\$104,203.00		\$ 64,414.05



DANIEL P. McCOY COUNTY EXECUTIVE

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

DAVID M. LATINA COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL PURCHASING AGENT

#### **MEMORANDUM**

TO:

Angelo Gaudio

Water Purification

FROM:

Pamela O Neill

Purchasing Agent

DATE:

June 27, 2024

RE:

RFB #2024-071 Grit Chain & Sprockets

I am in receipt of your recommendation to award the aforementioned to BDI in the amount of \$95,000.00.

As BDI is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

#### COUNTY OF ALBANY

WATER PURIFICATION DISTRICT 1 CANAL ROAD, SOUTH ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207 PHONE: (518) 447-1611 FAX: (518) 433-0369

www.albanycounty.com

COMMISSION

DENNIS RIGOSU

CHAIRMAN

NICHOLAS W. FOGLIA MAGGIE ALIX CHARLES G. CARLUCCIO GARRY NATHAN

ANGELO GAUDIO, P.E. EXECUTIVE DIRECTOR

#### **MEMORANDUM**

To:

Pamela O'Neill, Purchasing Agent

From:

Angelo Gaudio, Executive Director

Subject:

RFB-2024-071 Grit Collector Chain and Sprockets

Date:

June 27, 2024

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to lowest responsible bidder, BDI for the supply of grit chain and sprockets.

The contract term will be for one year (1) year with the option of one (1) additional one (1) year renewal(s). The estimated contract amount is \$95,000.

Please return your notice of concurrence so that I may submit this award request for CAB approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

#### Albany County Request for Contract Approval

Contract #	2024-2118
Contract Type	B) CAB Contract
Contract Action	A) New
Procurement Type	BID
Department	G8130 - Sewage Treatment
Date Submitted	Friday, June 28, 2024
Contact Person	Gaudio, Angelo
Contact Phone	518-447-1624
Vendor Info	Koester Associates
	3101 Senaca Turnpike, Canastota, NY 13032
Estimated Amount	\$35,000.00
Estimated Term	7/9/2024 to 10/9/2024
Scope of Services	Supply of pump parts for Vogelsang sludge pumps
Budget Line Item	GG8130 - 44070 -
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%
BID, RFP, RFQ Completed?	Yes - BID

Budget Analyst		Date
For Contract Board Use:		Date Approved
Daniel P. McCoy Albany County Executive	Bruce A. Hidley Albany County Clerk	Joanne Cunningham, Chairwoman Albany County Legislature



DANIEL P. MC COY
COUNTY EXECUTIVE

## COUNTY OF ALBANY WATER PURIFICATION DISTRICT

1 Canal road south Albany, New York 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207 PHONE: (518) 447-1611 FAX: (518) 433-0369

www.albanycounty.com

COMMISSION

DENNIS RIGOSU CHAIRMAN

NICHOLAS W. FOGLIA MAGGIE ALIX CHARLES G CARLUCCIO GARRY NATHAN

ANGELO GAUDIO, P.E. EXECUTIVE DIRECTOR

June 27, 2024

Hon. Daniel P. McCoy County Executive 112 State Street Albany, NY 12207

Hon. Joanne Cunningham Chairwomen Albany County Legislature 112 State Street – Suite 710 Albany, NY 12207

Hon. Bruce Hidley County Clerk 112 State Street Albany, NY 12207

Re: RFB 2024-061 Vogelsang Pump Parts Koester Associates

Dear Contract Administration Board:

The Water Purification District (District) is requesting authorization to award the above subject contract to Koester Associates for a total not to exceed amount of \$35,000 for the supply of Vogelsang pump parts. The contract term is for three (3) months from the date of award with the option for a two (2) three month renewals.

Koester Associates was the sole responsible bidder. The bid tabulation, District's recommendation memo and Purchasing Department's concurrence memo are attached herein.

Should you have any questions please feel free to contact me at 518-447-1617.

Sincerely,

Angelo Gaudio, P.E. Executive Director

Enc: Bid tabulation

District Recommendation Memo Purchasing Dept. Concurrence Memo

cc: Lucas Rogers, Policy Analyst Zachary Smetana, Budget Analyst

#### **BID TABULATION:**

Title: Vogelsang Pump Parts Bid Number: 2024-061

> Model # VX136-210H4QD (Serial #'s BJD71180140 & BJD71180230) Rota-Cut Grinders Model # RPK1135 (Serial #'s ECA31222397 & ECA31222402)

#### SECTION I

Part number	Description	Price Each
GFL421 N1.M9	Screen RCQ-33 Medium	\$1571.48
ZDFD.390.0135	Poly cord	\$0.88
NSP.033.E	Dowel Pins	\$3.83
GSM.005	Blades 8mm (single blades not 4 pack)	\$175.33
GSM.005.T1.E4	Cutting Blade	\$204.55
GDS.002.V1	Kit O-rings (Pretension for ACC for piston)	\$59.00
GSD.002.Set	O-Ring Set	\$10.54
DOR.035	O-Ring	\$17.89
DOR.051	O-Ring	\$20.03
DAD.007	Flat Gaskets	\$5.52
PSG.014	Buffer Fluid Tank	\$470.794
AHA.027	Oil Level Tank	\$139.61
NSI.097	Cylinder Head Bolt	\$22.53
GRM.021.N2	Cutting Blade Rotor	\$1522.77
PVS.002.N1	Pressure Valve	\$272.74
11.000015	Lobe Kits for two pumps	\$2894.58
11.000036	Cutter Screen Kit	\$2529.85
11.000303	Ware plates front and back	\$725.61
11.000327	Housing Segment	\$6457.34
11.000492	Wear Plates Standard Steel	\$803.53
11.000493	Wear Plates TC Coated	\$3154.25
11.000877	Mechanical Seal Kit	\$594.14
11.001103	Pump Seal Kit	\$4661.36
11.0008577	Rota-cut Mechanical Seal Kit	\$107.54

#### **SECTION II**

For items not specified on Section I, please quote either a discount from	
manufacturer or a markup from your cost.	
Discount	. %
Markup	30%



DANIEL P. McCOY COUNTY EXECUTIVE

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

DAVID M. LATINA COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL PURCHASING AGENT

#### **MEMORANDUM**

TO:

Angelo Gaudio

Executive Director

FROM:

Pamela O Neill

Purchasing Agent

DATE:

June 20, 2024

RE:

RFB #2024-061

Vogelsang Pump Parts

I am in receipt of your recommendation to award the aforementioned to Koester and Associates in the amount of \$35,000.

As Koester and Associates is the lowest responsible and responsive bidder, I concur with your recommendation.

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

## COUNTY OF ALBANY WATER PURIFICATION DISTRICT 1 CANAL ROAD, SOUTH

Albany, New York 12204 Remittance: 112 State St., Basement, Albany, Ny 12207 Phone: (518) 447-1611 Fax: (518) 433-0369

www.albanycounty.com

COMMISSION

DENNIS RIGOSU CHAIRMAN

NICHOLAS W. FOGLIA

MAGGIE ALIX

CHARLES G. CARLUCCIO

GARRY NATHAN

ANGELO GAUDIO, P.E. EXECUTIVE DIRECTOR

#### MEMORANDUM

To:

Pamela O'Neill, Purchasing Agent

From:

Angelo Gaudio, Executive Director

Subject:

RFB-2024-061 Vogelsang Pump Parts

Date:

June 20, 2024

The Water Purification District completed its review of the bidder(s) that responded to the above referenced RFB and recommends award to the sole bidder Koester and Associates for the supply of Vogelsang Pump Parts

The contract term will be for three (3) months with the option of two (2) additional three (3) month renewals. The estimated contract amount is \$35,000.

Please return your notice of concurrence so that I may submit this award request for CAB approval.

Should you have any questions regarding this recommendation I may be reached at 447-1611.

#### Albany County Request for Contract Approval

Contract #	2024-2112			
Contract Type	B) CAB Contract			
Contract Action	A) New			
Procurement Type	None			
Department	A6071 - Preventative Assistance Program	A6071 - Preventative Assistance Program (Title XX)		
Date Submitted	Thursday, June 27, 2024			
Contact Person	McNelis, Scott	MATERIA (1964) - 1965 A CARRO TERMONOLINA PARAMENTAN (1964) SEPERE LISTAGRADA (1964) (1964) (1964) (1964) (196 •		
Contact Phone	518-447-7306	rakanarrasa salaman na minonen na eremenasa ana bira na minona kana kana kana kana kana kana kana		
Vendor Info	Family Focus Adoptions Services			
	1528 Columbia Tpke, Suite 202, Castleton, NY 12033			
Estimated Amount	\$42,000.00	aditarentati eta dalah 22 a serengengan pentingan dalah kendalah kendalah dalah dalah kendan pendagan berahasi Terlih dalah serengan pendagan berahasi berahasi berahasi berahasi berahasi berahasi berahasi berahasi berahas		
Estimated Term	7/1/2024 to 6/30/2025			
Scope of Services	"Family Focus Relationships Are Decisions (RAD!)" Program Services for gard to place children through the Foster Care system			
Budget Line Item	AA6071 - 44046 -			
Fiscal Impact	County: 38.00% State: 62.00% Federal	0.00%		
BID, RFP, RFQ Completed?	N/A			
Budget Analyst		Date		
For Contract Board Use:		Date Approved		
Daniel P. McCoy Albany County Executive	Bruce A. Hidley Albany County Clerk	Joanne Cunningham, Chairwoman Albany County Legislature		



## DANIEL P. MCCOY COUNTY EXECUTIVE DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES DIVISION FOR CHILDREN WITH SPECIAL NEEDS

112 STATE STREET - SUITE 300 ALBANY, NEW YORK 12207 (518) 447-4820 - FAX (518) 447-5686

**COUNTY OF ALBANY** 

MOIRA E. MANNING COMMISSIONER

NICOLE WARD
Deputy Commissioner

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

#### **MEMORANDUM**

TO:

Hon. Daniel P. McCoy, County Executive

Hon. Joanne Cunningham, Chairwoman of the Legislature

Hon. Bruce Hidley, County Clerk

FROM:

Scott McNelis

Contract Administrator

RE:

Contract Requests – Family Focus Adoptions Services

DATE:

June 27, 2024

The Albany County Department for Children, Youth and Families respectfully requests approval of the referenced contract with Family Focus Adoptions Services for their "Family Focus Relationships Are Decisions (RAD!)" Program.

The term of the contract is July 1, 2024 through June 30, 2025 for an amount not to exceed \$42,000.

Please call me at 447-7306 if you have any questions.

Enclosure

#### The Department for Children, Youth and Families

## Justification for Contract Authorization with Family Focus Adoptions Services for the "Family Focus Relationships Are Decisions (RAD!)" Program

The Department for Children, Youth and Families respectfully requests Contract Administration Board approval for Albany County to enter into a contractual agreement with Family Focus Adoptions Services to provide services through their "Family Focus Relationships Are Decisions (RAD!)" Program. The term of the contract is July 1, 2024 through June 30, 2025 for an amount not to exceed \$42,000. The contract has an additional two-year renewal option.

Family Focus Adoption Services provides services for youth(s) in foster care whom neither birth family reunification, nor adoption by the current foster parent, are options any longer. These youth are the most difficult to place children in the system, especially youth with a diagnosis of Reactive Attachment Disorder, and those with precious finalizations. Many of these youth have burned through a number of fosters and/or adoptive homes. Almost all of these youth have multiple diagnoses, and many are in group care, often residential treatment centers, and many will age out into the adult services programs.

With a focus on relationship readiness, the "Family Focus Relationships Are Decisions (RAD!)" Program pairs children with "Future Workers" using, in most cases, a one child to one worker model. Future Workers provide that long-term, non-blaming, consistent, reliable, and predictable relationship for the children. Within this relationship, the Future Worker and child focus together on the child's future. They will follow the child from placement to placement, no matter where the child's residence might be, even if the child is moved to another state. Future Worker are not often limited by geography.

While Future Workers can't replace the family, they can, and do, become the bridge. The RAD! Program is a unique engagement and empowerment program for these children – rebuilding a connection to their future.



DANIEL P. McCOY COUNTY EXECUTIVE

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

112 STATE STREET, ROOM 1000 ALBANY, NEW YORK 12207-2021 (518) 447-7140 - FAX (518) 447-5588 DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL PURCHASING AGENT

#### **MEMORANDUM**

TO:

Moira Manning, Commissioner

Children, Youth, and Family Services

FROM:

Pamela O Neill

Purchasing Agent

DATE:

May 16, 2024

RE:

**RAD Services** 

I am in receipt of your recommendation to Family Focus for RAD Services in the amount not to exceed \$42,000 per year.

As you have received the proposer number of quotes, I approve your recommendation to Family Focus.

Please obtain the necessary contract approval of the Albany County Contract Administration Board so that we may issue a Notice of Award.

#### The program in a nutshell:

- 1. Family Focus will assign a Future Worker who will meet with the child face to face, at least twice a month in the community in which the child resides now, or may be moved to within NYS.
- 2. Over time, the Future Worker will develop a relationship with the child that seeks to empower the child to make decisions about his/her future.
- 3. Future Worker-child visits and discussions about the future will, in part, include education regarding relationships, including adoptive ones.
- 4. The agency will enter notes in Connections after every contact with the child.
- 5. The Future Worker will participate in monthly peer supervision, and receive individual supervision by senior staff as needed.
- 6. If a prospective adoptive family is matched with a child at any point following her enrollment in the RAD! Program, the following will occur:
  - A. The child will be introduced to any prospective adoptive family as a "maybe-maybe family," and visits with the family will commence.
  - B. A plan for visitation between the child and family will be devised and implemented by the agency and the county.

<u>Cost</u>: The 2024-2025 fee for the Relationships Are Decisions (RAD!) program is \$3,360 a month. Whatever fee a particular child begins with remains his/her fee forever. All adoption transition services will also be conducted as part of the same contract, and with no increase in fee.

#### Albany County Request for Contract Approval

Contract #	2024-2116		
Contract Type	B) CAB Contract		
Contract Action	C) Renewal		
Procurement Type	None		
Department	A6119 - Children, Youth & Families		
Date Submitted	Friday, June 28, 2024	. National Medicine in the Commission of Medicines (Commission Commission) (Commission Commission) (Commission	
Contact Person	McNelis, Scott	Мен почет выпот комплейской необход быловым него и де измоската в доком и не со неовую комплек у в	
Contact Phone	518-447-7306		
Vendor Info	See Attached		
	N/A, N/A, N/A N/A		
Estimated Amount	\$20,000.00		
Estimated Term	9/1/2024 to 8/31/2025		
Scope of Services	Providers of Qualified Individual Assessments - See Attached		
Budget Line Item	AA6119 - 44046 -	tarro (skili na visiernak erekti eksemmo (skili skalada) – a vizierna zamora, sistem (i) vi e e	
Fiscal Impact	County: 0.00% State: 50.00% Federal: 50.00%		
BID, RFP, RFQ Completed?	N/A		
Budget Analyst		Date	
For Contract Board Use:		Date Approved	
Daniel P. McCoy Albany County Executive	Bruce A. Hidley Albany County Clerk	Joanne Cunningham, Chairwoman Albany County Legislature	



#### DANIEL P. MCCOY COUNTY EXECUTIVE

MICHAEL P. MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

## COUNTY OF ALBANY DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES DIVISION FOR CHILDREN WITH SPECIAL NEEDS

112 STATE STREET - SUITE 300 ALBANY, NEW YORK 12207 (518) 447-4820 - FAX (518) 447-5686 MOIRA E. MANNING COMMISSIONER

NICOLE WARD
Deputy Commissioner

#### **MEMORANDUM**

TO:

Hon. Daniel P. McCoy, County Executive

Hon. Joanne Cunningham, Chairwoman of the Legislature

Hon. Bruce Hidley, County Clerk

FROM:

Scott McNelis

Contract Administrator

RE:

Contract Renewal Request for Providers of Qualified Individual Assessments

DATE:

June 28, 2024

The Albany County Department for Children, Youth and Families respectfully requests approval of the above referenced contracts for Qualified Individual (QI) providers approved by the NYS Office of Children and Family services to provide QI Assessments. The requested renewal contract term is for September 1, 2024- August 31, 2025, for the amount not to exceed \$20,000.

Please call me at 447-7306 if you have any questions.

Enclosure

#### Albany County Department for Children, Youth and Families

## Justification for Contractual Renewal Agreements between Albany County and Providers of Qualified Individual Assessments

The Department respectfully requests authorization to renew contractual agreements with the below provider agencies for the term of September 1, 2024- August 31, 2025, in an amount not to exceed \$20,000 per Provider

The Family First Prevention Services Act took effect on October 1, 2021. The goal of this legislation was to reduce the number of children in congregate care, and to increase the number of kinship and foster care homes. This legislation is intended to promote interventions that keep children safely at home with relatives or in the community, whenever possible. The goal is to reduce lengths of stay in congregate care and prevent recurrence of placement.

Family First Legislation requires if a child is placed in qualified residential treatment program (QRTP), within 30 days of the start of each placement, the child must be assessed to determine the appropriate level of care by a qualified individual (QI). The QI is a licensed clinician with a minimum of two years of child welfare experience, and will work DCYF, the QRTP and permanency team to develop the assessment within 30 days of the placement in congregate care.

The Providers will be reimbursed an amount not to exceed \$2,000.00 per each assessment, for the aforementioned services. There is no anticipated cost to the county for the assessments, as they will be paid by Medicaid through the Child and Family Treatment Services and Supports (CFTSS) initiative.

The agencies, which have been approved by the NYS Office of Children and Family services as Qualified Individual providers, and which are requested for contract renewal are:

Berkshire Farm Center & Services for Youth 13640 State Route 22, Canaan, NY 12029

Northern Rivers Family of Services 60 Academy Road, Albany, NY 12208

JCCA Repair the World 858 E. 29th Street, Brooklyn, NY 11210 St. Catherine's Center for Children 40 N. Main Ave, Albany, NY 12203

#### Albany County Request for Contract Approval

Contract #	2024-2082		
Contract Type	B) CAB Contract		
Contract Action	C) Renewal		
Procurement Type	RFP		
Department	A1355 - Real Property		
Date Submitted	Wednesday, June 12, 2024		
Contact Person	McGuire, Michael		
Contact Phone	+1 5184875292		
Vendor Info	GAR Associates LLC		
	5500 Main Street, Suite 347, V	Villiamsville, NY 14221	
Estimated Amount	\$99,000.00		
Estimated Term	8/1/2024 to 7/31/2025		
Scope of Services	GAR Associates LLC will be providing professional real estate appraisal services on an as needed basis. Appraisal services are to include appraisals in connection with the purchase, sale, or leasing of properties by Albany County. This is a renewal of Contract 1104 of 2023 pursuant to the details provided for the renewal in Article 5 of Contract 1104 of 2023.		
Budget Line Item	AA1310 - 4406 -		
Fiscal Impact	County: 100.00% State: 0.00% Federal: 0.00%		
BID, RFP, RFQ Completed?	Yes - RFP		
Budget Analyst		Date	
For Contract Board Use:		Date Approved	
Daniel P. McCoy Albany County Executive	Bruce A. Hidley Albany County Clerk	Joanne Cunningham, Chairwoman Albany County Legislature	



DANIEL P. McCOY
COUNTY EXECUTIVE

#### COUNTY OF ALBANY REAL PROPERTY TAX SERVICE AGENCY

112 SATE STREET, ROOM 1340 ALBANY, NEW YORK 12207 PHONE: (518) 487-5291 FAX: (518) 447-2503 www.albanycounty.com MICHAEL McGUIRE

DIRECTOR

June 13, 2024

Honorable Daniel P. McCoy County Executive 112 State Street – Room 1200 Albany, NY 12207

Honorable Joanne Cunningham Chairwoman Albany County Legislature 112 State Street - Suite 710 Albany, NY 12207

Honorable Bruce A. Hidley County Clerk 16 Eagle Street – Room 128 Albany, NY 12207

Re:

Contact #1104 of 2023

Dear Messrs. McCoy, Joyce, Dear Ms. Cunningham,

The Department of Management and Budget & the Real Property Tax Service Agency (RPTSA) is requesting authorization to renew the above subject contract with GAR Associates, LLC, for a total not to exceed amount of \$99,000 for a contract term of one year which is scheduled to run from August 1, 2024 through July 31, 2025. This contract will allow Albany County to obtain real estate appraisals that will be used in connection with the purchase, sale, or lease of properties within the county.

This is a renewal of Contract # 1104 of 2023 pursuant to the details provided for the annual renewal in Article 5 of Contact #1104 of 2023.

Please contact me with any questions related to this matter.

Sincerely

Michael McGuire, IAO, CCD

Director of Real Property Tax Service Agency



June 12, 2024

Michael McGuire, IAO, CCD Director Albany County Real Property Tax Service Agency 112 State Street, Room 1340, Albany, NY 12207

RE: Request to Extend Current Contract

Dear Mike:

GAR Associates LLC requests our current contract dated July 25, 2023, be extended as per Article 5.

We appreciate the opportunity to continue to work with your office and the County.

Sincerely,

**GAR Associates LLC** 

David M. Barnett, MAI,SRA

President

WNY OFFICE 5500 MAIN STREET, SUITE 348 WILLIAMSVILLE, NEW YORK 14221 518-579-3770



DANIEL P. MCCOY
COUNTY EXECUTIVE

# COUNTY OF ALBANY OFFICE OF THE COUNTY ATTORNEY COUNTY OFFICE BUILDING 112 STATE STREET, ROOM 600 ALBANY, NEW YORK 12207-2021 (518) 447-7110 - FAX (518) 447-5564 WWW.ALBANYCOUNTY.COM

EUGENIA KOUTELIS CONDON
COUNTY ATTORNEY

JOHN W. LIGUORI
DEPUTY COUNTY ATTORNEY

#### MEMORANDUM

DATE:

July 25, 2023

TO:

Michael McGuire

FROM:

Conor Cahalan

Assistant County Attorney

RE:

Agreement Between the County of Albany

And GAR Associates

Contract No: 1104 of 2023

Attached herewith is one agreement(s) of the above referenced agreement.

Kindly forward the agreement to the contractor.

Thank you.

TD/TB Enclosure

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF ALBANY AND GAR ASSOCIATES, LLC FOR REAL ESTATE APPRAISAL SERVICES IN CONNECTION WITH THE PURCHASE, SALE OR LEASING OF ALBANY COUNTY PROPERTIES

#### CONTRACT NO. 2023-1104

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation, through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the "County"), and GAR Associates, LLC, a New York limited liability company, with its principal place of business located at 5500 Main Street, Ste 347, Williamsville, New York 14221 (hereinafter, the "Consultant," and together with the County, may be referred to herein individually as a "[P]arty," or together as the "[P]arties").

#### WITNESSETH:

WHEREAS, the Albany County Real Property Tax Service Agency (hereinafter, the "RPTSA") has a need for real estate appraisal services regarding the purchase, sale or leasing of Albany County properties; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a request for proposals for the aforesaid appraisal services, said request having been designated RFP # 2023-062, issued on April 28, 2023, and advertised on May 4, 2023 (hereinafter, the "RFP"); and

WHEREAS, the Purchasing Division has issued an addendum to the RFP on May 5, 2023 (hereinafter, the "Addendum"); and

WHEREAS, the Consultant filed a proposal on May 18, 2023 regarding the aforesaid appraisal services (hereinafter, the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Contractor; and

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

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

#### ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the Addendum, which is incorporated by reference and made a part hereof; the RFP, which is incorporated

by reference and made a part hereof; and the Proposal, which is incorporated by reference and made a part hereof (hereinafter, collectively, "the Agreement" hereinafter).

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

#### ARTICLE 2. SCOPE OF SERVICES

- 2.1 Consistent with the Addendum, the Consultant shall provide the real estate appraisal services as described in the RFP at SECTION 4: SCOPE OF SERVICES, pages RFP-3 through RFP-5, and as requested by the RPTSA. The Consultant shall comply with all of the requirements, provisions, terms and conditions, etc. contained/described in the RFP.
- 2.2 In addition to the services described in Paragraph 2.1 above, the Consultant shall provide the services described in the Proposal at Section 4. Plan Implementation, in a manner consistent with the requirements, provisions, terms and conditions, etc. contained in the RFP and the Addendum.
- 2.3 The Consultant shall not perform any services beyond those described in the Proposal (hereinafter, the "extra service(s)") unless it has obtained prior written approval from the County.
- 2.4 The Consultant shall render all services in a professional manner.

#### ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Consultant agrees to accept, an amount not to exceed NINETY NINE THOUSAND AND 00/100 DOLLARS (\$99,000.00) as full compensation for all services rendered under this Agreement, billable in accordance with the rates described in the Proposal.
- 3.2 The parties agree that the dollar amount identified in Paragraph 3.1 of this Agreement includes all expenses incurred providing the Scope of Services and all travel costs, parking fees, overhead costs, profit and any other ancillary fees and costs including, but not limited to, permits, licenses and insurance.

#### ARTICLE 4. PAYMENT

Payment shall be made to the Consultant by the County on a monthly basis upon the Consultant's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the RPTSA. Upon review and approval of the claim form,

payment shall be rendered promptly.

#### ARTICLE 5. TERM OF AGREEMENT

The term of this Agreement shall commence on August 1, 2023 and shall continue in effect through July 31, 2024. Upon mutual consent of the parties, the Agreement may be renewed for up to two (2) one-year terms, said renewal terms to run consecutively.

#### ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 This Agreement may be terminated by the County or the Consultant as follows:
  - 6.1.1 The County may terminate the Agreement if the Consultant if the Consultant is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Consultant in writing, to suspend, delay or interrupt the services in whole or in part for such period of time as the County may determine.
  - 6.1.2 The Consultant may terminate the Agreement if the County is substantially in breach of any of its provisions.
- 6.2 In the event of a breach by the Consultant, the Consultant shall pay to the County all direct damages caused by such breach, including, but not limited to, all reasonable sums expended by the County to procure a substitute consultant to satisfactorily complete the services, together with the County's own reasonable costs incurred in procuring a substitute consultant.
- 6.3 In the event the County terminates this Agreement pursuant to the terms of this section, the County shall be paid for all Scope of Services rendered up to the termination date.

#### ARTICLE 7. ASSIGNMENT

- 7.1 The Consultant specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Consultant is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Consultant's right, title, or interest therein, without the prior written consent of the County, which consent shall not be unreasonably withheld, conditioned or delayed.
- 7.2 The Consultant shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

#### ARTICLE 8. AVAILABLE DATA

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

#### ARTICLE 9. COOPERATION

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

#### ARTICLE 10. NON-DISCRIMINATION

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

#### ARTICLE 11. RELATIONSHIP

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

#### ARTICLE 12. INDEMNIFICATION

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

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

#### ARTICLE 13. NON-APPROPRIATIONS

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

#### ARTICLE 14. APPLICABLE LAW

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

#### ARTICLE 15. RECORDS

Proper and full accounting records shall be maintained by the Consultant which records shall clearly identify the costs of the services/work performed. The records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County for a period of six (6) years following the date of final payment.

#### ARTICLE 16. INSURANCE

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

The Consultant shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

#### ARTICLE 17. NO WAIVER OF PERFORMANCE

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

#### ARTICLE 18. MODIFICATION

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

#### ARTICLE 19. EXECUTION OF DOCUMENTS

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

#### ARTICLE 20. HEADINGS - CONSTRUCTION

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

#### ARTICLE 21. ENTIRE AGREEMENT

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

#### ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Consultant hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Consultant either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Consultant in default and/or seeking debarment or suspension of the Consultant.

#### ARTICLE 23. EXTRA SERVICES/WORK

100

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

#### ARTICLE 24. IRANIAN ENERGY SECTOR DIVESTMENT

The Consultant hereby represents that said consultant is in compliance with N.Y. GEN. MUN. LAW § 103-g entitled "Iranian Energy Sector Divestment," in that said consultant has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for 45 days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

#### ARTICLE 25. STORMWATER MANAGEMENT PROGRAM

Not applicable to this Agreement.

#### ARTICLE 26. GREEN INFRASTRUCTURE POLICY

Not applicable to this Agreement.

#### ARTICLE 27. MISCELLANEOUS PROVISIONS

- 27.1 In addition to the Iranian Energy Sector Divestment (per N.Y. GEN. MUN. LAW § 103-9) described above, the Consultant also acknowledges that it shall follow and all of the other policies and procedures contained/described in the RFP.
- 27.2 During the term of this Agreement, the Consultant agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Consultant shall give the County thirty (30) days written notice in advance of such event.
- 27.3 The Consultant shall at all times obtain and maintain all licenses and/or certifications required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

- 27.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 27.5 The County shall bear no responsibility other than that set forth in this Agreement.

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

**COUNTY OF ALBANY** 

DATED:  $\frac{7/25/2023}{}$ 

Daniel P. McCoy County Executive

or

Daniel C. Lynch Deputy County Executive

GAR ASSOCIATES, LLC

DATED: 7/13/23

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T:+10

STATE OF NEW YORK ) COUNTY OF ALBANY ) SS:	
appeared Daniel P. McCoy, persor satisfactory evidence to be the ir instrument and acknowledged to me	, 2023, before me, the undersigned, personally nally known to me or proved to me on the basis of adividual whose name is subscribed to the within that he executed the same in his capacity, and that by a individual, or the person upon behalf of which the ment.
	Notary Public
STATE OF NEW YORK ) COUNTY OF ALBANY ) SS.:	
appeared Daniel C. Lynch, personal satisfactory evidence to be the in instrument and acknowledged to me	, 2023, before me, the undersigned, personally ally known to me or proved to me on the basis of dividual whose name is subscribed to the within that he executed the same in his capacity, and that by individual, or the person upon behalf of which the
marvidual acted, executed the mistral	nont.
	Notary Public
STATE OF NEW YORK ) COUNTY OF See log ) SS.:	EUGENIA K. CONDON Notary Public. State of New York Registration No: 02CO4969817 Qualified in Albany County Commission Expires July 23, 2026
instrument and acknowledged to me	, 2023, before me, the undersigned, personally personally known to me or proved to me on the he individual whose name is subscribed to the within that he executed the same in his capacity, and that by individual, or the person upon behalf of which the ment.
	Notary Public NICCO ROVETTO DEAN Notary Public, State of New York No. 01DE6423240 Qualified in Saratoga County Commission Expires Oct. 12, 2005

#### SCHEDULE A INSURANCE COVERAGE

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

- 1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
- 2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
- 3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

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

4. Errors and Omissions Insurance: A policy or policies of professional liability insurance with limits of not less than \$1,000,000.