



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
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MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

October 30, 2024

Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Subject: Re-appropriation of Legislative Initiative Funding 2023

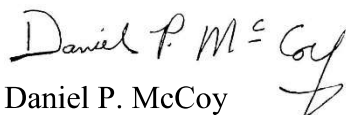
Dear Chairwoman Cunningham:

The Department of Management & Budget is requesting authorization to re-appropriate the Legislative Initiative Funding 2023 for Law Enforcement Assisted Diversion (L.E.A.D.). This fund balance needs to be re-appropriated in the 2024 budget. Sub awardees have until the end of 2025 per their contracts with the County to spend down funds.

This funding extension will be utilized to support Albany LEAD and will build upon the successful foundation that LEAD has already established in the City of Albany and expansion to surrounding jurisdictions. This funding makes it possible to advance the mission of LEAD in multiple, important ways.

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

Sincerely,


Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-6075, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

The Department of Management & Budget is requesting authorization to re-appropriate Legislative Initiative Funding 2023 Law Enforcement Assisted Diversion (L.E.A.D.) funding to the 2024 budget.

Date: October 29, 2024
Department: Management & Budget
Attending Meeting: Kate Pauly
Submitted By: Kate Pauly
Title: Grants Specialist
Phone: 518-447-7029

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Catholic Charities 40 North Main Ave. Albany, NY 12203
Trinity Alliance the Capital Region, Inc. 15 Trinity Place
Albany, NY 12202

Term: (Start/end date or duration) 1/1/2023 to 12/31/2025
Amount/Raise Schedule/Fee: \$300,000

BUDGET INFORMATION:

Is there a Fiscal Impact: Yes No
Anticipated in Budget: Yes No
Spreadsheet attached: Yes No

Source of Funding - (Percentages)

Federal: Enter text. **County:** Enter text.
State: 100% **Local:** Enter text.

County Budget Accounts:

Revenue Account and Line: A4322.03398.LIF23
Revenue Amount: \$300,000
Appropriation Account and Line: A4322.44092.LIF23
Appropriation Amount: \$300,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes No
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes No
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes No

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 2023-596, 2023-143

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

Legislative Initiative Funding 2023 for Law Enforcement Assisted Diversion (L.E.A.D.) needs to be re-appropriated and encumbered into the 2024 budget. Subawardees have until the end of 2025 per their contracts with the County to spend down funds.

APPROPRIATIONS

USE WHOLE NUMBERS ONLY

BUDGET LINE		DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME				
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	STATE POS. CODE	POSITION CONTROL				
A	4322	44092	LIF23	000	000000	L.E.A.D. Funding	\$300,000			
				TOTAL APPROPRIATIONS			\$300,000			\$0

ESTIMATED REVENUES

USE WHOLE NUMBERS ONLY

BUDGET LINE		DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME				
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	STATE POS. CODE	POSITION CONTROL				
A	4322	03398	LIF23	000	000000	L.E.A.D. Funding	\$300,000			
				TOTAL REVENUES			\$0			\$300,000
				GRAND TOTAL			\$300,000			\$300,000

RESOLUTION NO. 596

AUTHORIZING THE ACCEPTANCE OF FUNDING FROM NEW YORK STATE REGARDING THE LAW ENFORCEMENT ASSISTED DIVERSION PROGRAM IN ALBANY COUNTY AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 12/4/23

By Audit and Finance Committee:

WHEREAS, The Commissioner of the Department of Management and Budget has been notified that \$300,000 in funding is available from New York State in support of the Law Enforcement Assisted Diversion (LEAD) Program, and

WHEREAS, The Commissioner has requested authorization to accept said funding in support of the LEAD Program throughout Albany County and that there is no end date associated with such funds, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept said funding from the New York State Assembly regarding the Law Enforcement Assisted Diversion Program in the amount of \$300,000 and that there is no end date associated with such funds, and, be it further

RESOLVED, That the 2023 Albany County Budget is hereby amended as follows:

Create and Increase Revenue Account A4322 0 3398 LIF23 LEAD Funding NYS by \$300,000

Increase Appropriation Account A4322.4 by \$300,000 by increasing line item A4322 4 4092 LIF23 LEAD Funding by \$300,000

and, be it further

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

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

Adopted by unanimous vote – 12/4/23

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 4th day of December, 2023, 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 4th day of December, 2023.

A handwritten signature in cursive script, appearing to read "Neesa Chamber", is written over a horizontal line.

Clerk, Albany County Legislature

PROFESSIONAL SERVICE AGREEMENT
 BETWEEN THE COUNTY OF ALBANY
 AND
 TRINITY ALLIANCE OF THE CAPITAL REGION, INC.
 FOR CASE MANAGEMENT SERVICES
 AND
 OVERSIGHT OF PROJECT MANAGEMENT
 OF ALBANY LAW ENFORCEMENT ASSISTED DIVERSION (LEAD)

PURSUANT TO RES. 143 OF 2023, ADOPTED 4/10/23

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207, (hereinafter, the "County"), and Trinity Alliance of the Capital Region, Inc., with its principal place of business located at 15 Trinity Place, Albany, New York 12202 (hereinafter, the "[C]onsultant," "[C]ontractor," "Proposer" and/or "[S]ubcontractor," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has an Agreement to form the Albany Law Enforcement Assisted Diversion (LEAD) Policy Coordinating Group, said Agreement having been entered into on June 25, 2015 (hereinafter referred to as the "LEAD MOU"); and

WHEREAS, By Resolution No. 143 for 2023, adopted April 10, 2023, the Albany County Legislature authorized the Albany County Executive to enter into an agreement with Public Defender Association, Seattle, Washington 98104, regarding case management services to (LEAD) clients in Albany County pursuant to existing MOUs and to provide oversight of project management in the amount of \$102,116.00; and

WHEREAS, the County has a need for project management host agency services and community engagement services as requested by the Office of the Albany County Executive on behalf of the Albany LEAD initiative, said request having been denominated RFP #2023—042, and having been issued by the Albany County Purchasing Division (hereinafter called the "Purchasing Division") on March 30, 2023 and published on April 6, 2023 (hereinafter called the "RFP"); and

WHEREAS, Consultant has submitted a proposal on April 25, 2023 (hereinafter called the "Proposal"); and

WHEREAS, By Resolution No. 289 of 2023, adopted July 10, 2023, the Albany County Executive has indicated that Trinity Alliance has been selected to replace the Public Defender Association to act as the new host agency for LEAD project management, and to be the employer of record for project managers throughout Albany County; and

WHEREAS, the Consultant must follow all Federal Contract provisions required by the Federal Award (attached hereto and made apart hereof as Schedule B); and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Consultant to provide the aforesaid services, commencing on January 1, 2023 and continuing in effect through December 31, 2025 via Resolution No. 143 of 2023, adopted April 10, 2023; 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: 1) this Agreement, 2) the LEAD MOU, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).
- 1.2. In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) the Agreement; 2) the LEAD MOU.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide case management and project management services to Albany Law Enforcement Assisted Diversion (LEAD) clients in Albany County pursuant to said 2015 Agreement between members of the LEAD Policy Coordinating Group.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTEEN AND 00/100 (102,116.00) DOLLARS.

3.2 The County is not subject to federal, state, or local taxes.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2023 and continue in effect through December 31, 2025.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

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

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for material or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay, or interrupt the work in whole or in part for such period of time as the County may determine.

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. EXTRA WORK

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

ARTICLE 12. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of 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 Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with § 103-g entitled "Iranian Energy Sector Divestment," in that the Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to

construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five 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 14. RELATIONSHIP OF THE PARTIES

The Contractor 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 Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 15. INDEMNIFICATION

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

ARTICLE 16. INSURANCE COVERAGE

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

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of its knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. 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 Contractor.

ARTICLE 19. RECORDS

- 19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 20. 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 Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. APPLICABLE LAW

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

ARTICLE 22. MODIFICATION

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

ARTICLE 24. 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 25. 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 26. ENTIRE AGREEMENT

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

ARTICLE 27. MISCELLANEOUS PROVISIONS

- 27.1 In addition to the MacBride Principles of Fair Employment, the Iranian Energy Sector Divestment and other policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures of the County.
- 27.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 27.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 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.

- 27.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

(The Rest of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through an authorized official, and the Contractor, by and through an act of a duly authorized officer, effective the day and year last below written.

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive
Or
Daniel C. Lynch
Deputy County Executive

**TRINITY ALLIANCE OF THE
CAPITAL REGION**

DATED: _____

BY: _____

Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the ____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the ____ day of _____, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Deputy County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

SCHEDULE A
INSURANCE COVERAGE

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

1. Worker's Compensation and Employees 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: Policies with the limits of not less than \$500,000.00 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 \$500,000.00 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Personal Injury	\$1,000,000.00

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

SCHEDULE ~~A~~6
Federal Contract Provisions

The following provisions are required and apply when federal funds are expended by the County of Albany.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal contract provision (A) above, when federal funds are expended by the County of Albany, the County reserves all rights and privileges under the applicable laws and regulations with respect to this Agreement in the event of breach of contract by either party.

Does Contractor/Consultant agree? YES ___ Authorized Representative's initials: ___

- (B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000).

Pursuant to Federal contract provision (B) above, when federal funds are expended by the County of Albany, the County reserves the right to immediately terminate any contract in excess of \$10,000 in the event of a breach or default of the agreement by Contractor/Consultant, in the event the Contractor/Consultant fails to:

- (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, agreement, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the agreement and/or the procurement solicitation. The County of Albany also reserves the right to terminate the contract immediately, with written notice to the Contractor/Consultant, for convenience, if the County believes, in its sole discretion that it is in the best interest of the County to do so. The Contractor/Consultant will be compensated for work performed and accepted and goods accepted by the County as of the termination date if the contract is terminated for convenience of the County. Any award under the RFB/P #2023-042 procurement process is not exclusive and the County reserves the right to purchase goods and services from other Contractors/Consultants when it is in the best interest of the County.

Does Contractor/Consultant agree? YES ___ Authorized Representative's initials: ___

- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in

accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal contract provision (C) above, when federal funds are expended by the County of Albany on any federally assisted construction contract, the aforesaid equal opportunity clause is incorporated by reference herein.

Does Contractor/Consultant agree? YES ___ Authorized Representative's initials: ___

- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal contract provision (D) above, when federal funds are expended by the County of Albany during the term of an award for all contracts and subgrants for construction or repair, the Contractor/Consultant shall comply with all applicable Davis-Bacon Act provisions.

Does Contractor/Consultant agree? YES ___ Authorized Representative's initials: ___

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part

5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal contract provision (E) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County, the Contractor/Consultant shall be, and shall remain, in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal contract provision (F) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (F) above.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-

1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal contract provision (G) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts by the County, the Contractor/Consultant agrees to comply with all applicable requirements as referenced in Federal contract provision (G) above.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

(H) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal contract provision (H) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term of an award for all contracts, the Contractor/Consultant neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of New York. The Contractor/Consultant shall immediately provide written notice to the if at any time it learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The County may rely upon a certification of a Contractor/Consultant that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the County knows the certification is erroneous.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors/Consultants that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non- Federal award.

Pursuant to Federal contract provision (I) above, when federal funds are expended by the County of Albany, the Contractor/Consultant certifies that during the term and after the awarded term of an award for all contracts by the County, the Contractor/Consultant shall provide the required written certification that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Contractor/Consultant further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The Contractor/Consultant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The aforesaid certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of the required certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

- (J) Procurement of Recovered Materials. When federal funds are expended by the County of Albany, it and its contractors/consultants must comply with section 6002 of the Solid Waste

Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Pursuant to Federal contract provision (J) above, when federal funds are expended the County of Albany, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the Contractor/Consultant certifies, by initialing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the agreement will be at least the amount required by the applicable contract specifications or other contractual requirements.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

(K) Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds – 2 CFR § 200.321 – When federal funds are expended by the County of Albany, Contractor/Consultant is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Pursuant to Federal contract provision (K) above, when federal funds are expended the County of Albany, the Contractor/Consultant certifies, by initialing this document, that it shall take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women-owned firms for any subcontracting opportunities on the project.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS – 2 CFR § 200.334

When federal funds are expended by the County of Albany for any contract, the Contractor/Consultant certifies it shall comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor/Consultant further certifies it will retain all records as required by 2 CFR § 200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN EXCESS OF \$100,000 OF FEDERAL FUNDS

When federal funds are expended by the County of Albany for any contract in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by the County of Albany for any contract resulting from this procurement process, the Contractor/Consultant certifies it shall be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Contractor/Consultant certifies it shall be, and remain, in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

CERTIFICATION OF NON-COLLUSION STATEMENT

Contractor/Consultant certifies that it has executed a certification under penalty of perjury as part of its response to the RFB/P # procurement solicitation that it is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Contractor/Consultant certify? YES ___ Authorized Representative's initials: ___

PROFESSIONAL SERVICE AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND
CATHOLIC CHARITIES
FOR CASE MANAGEMENT SERVICES
OF ALBANY LAW ENFORCEMENT ASSISTED DIVERSION (LEAD)

PURSUANT TO RES. 143 OF 2023, ADOPTED 4/10/23

This Agreement is made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207, (hereinafter, the "County"), and Catholic Charities, with its principal place of business located at 100 Slingerland Street, Albany, New York 12202 (hereinafter, the "[C]onsulant," "[C]ontractor," "Proposer" and/or "[S]ubcontractor," and with the County, may be referred to herein individually as a "[P]arty" or together as the "[P]arties").

WITNESSETH:

WHEREAS, the County has an Agreement to form the Albany Law Enforcement Assisted Diversion (LEAD) Policy Coordinating Group, said Agreement having been entered into on June 25, 2015 (hereinafter referred to as the "LEAD MOU"); and

WHEREAS, the County has a need for case management services as requested by the Office of the Albany County Executive on behalf of the Albany LEAD initiative; and

WHEREAS, The Commissioner of the Department of Management and Budget has requested authorization to enter into an agreement with Catholic Charities pursuant to existing Memorandums of Understanding to provide case management services in the amount of \$113,794.00; and

WHEREAS, By Resolution No. 143 for 2023, adopted April 10, 2023, the Albany County Legislature authorized the Albany County Executive to enter into an agreement with Catholic Charities, regarding case management services to (LEAD) clients in Albany County pursuant to existing MOUs in the amount of \$113,794.00 for a term commencing January 1, 2023 and ending December 31, 2025; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Consultant to provide the aforesaid services, commencing on January 1, 2023 and continuing in effect through December 31, 2025 via Resolution No. 143 of 2023, adopted April 10, 2023; 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: 1) this Agreement, 2) the LEAD MOU, which is incorporated by reference and made a part hereof (collectively called "the Agreement" hereinafter).
- 1.2. In the event of any discrepancy, disagreement, or ambiguity among the documents that comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) the Agreement; 2) the LEAD MOU.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall provide case management services to Albany Law Enforcement Assisted Diversion (LEAD) clients in Albany County pursuant to said 2015 Agreement between members of the LEAD Policy Coordinating Group.

ARTICLE 3. COMPENSATION

- 3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED NINETY FOUR AND 00/100 (113,794.00) DOLLARS.
- 3.2 The County is not subject to federal, state, or local taxes.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the County, and acceptance by the County of the Claim Form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2023 and continue in effect through December 31, 2025.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

- 6.1 This Agreement may be terminated by the County or the Contractor as follows:
 - 6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for material or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the

County may, without cause, order the Contractor in writing, to suspend, delay, or interrupt the work in whole or in part for such period of time as the County may determine.

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

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

ARTICLE 7. ASSIGNMENT

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

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

ARTICLE 8. AVAILABLE DATA

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

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

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

ARTICLE 11. EXTRA WORK

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

ARTICLE 12. COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of 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 Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with § 103-g entitled “Iranian Energy Sector Divestment,” in that the Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five 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 14. RELATIONSHIP OF THE PARTIES

The Contractor 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 Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 15. INDEMNIFICATION

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

ARTICLE 16. INSURANCE COVERAGE

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

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of its knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. 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 Contractor.

ARTICLE 19. RECORDS

- 19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.
- 19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.
- 19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 20. 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 Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE 21. APPLICABLE LAW

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

ARTICLE 22. MODIFICATION

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

ARTICLE 24. 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 25. 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 26. ENTIRE AGREEMENT

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

ARTICLE 27. MISCELLANEOUS PROVISIONS

- 27.1 In addition to the MacBride Principles of Fair Employment, the Iranian Energy Sector Divestment and other policies and procedures described above, the Contractor also acknowledges that it shall follow the Affirmative Action Requirements, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. GENERAL MUNICIPAL LAW § 103-9), and all other policies and procedures of the County.
- 27.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 27.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 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.
- 27.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid to the address stated in the first paragraph after the title of the Agreement, or, with the prior consent of the receiving party, dispatched via facsimile or email transmission.

IN WITNESS WHEREOF, this Agreement has been executed by the County, acting by and through an authorized official, and the Contractor, by and through an act of a duly authorized officer, effective the day and year last below written.

COUNTY OF ALBANY

DATED: _____

BY: _____

Daniel P. McCoy
County Executive
Or
Daniel C. Lynch
Deputy County Executive

DATED: 9/11/2023

CATHOLIC CHARITIES

BY: Candace E. [Signature]
Executive Director
Title

STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the _____ day of _____, 2023, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Deputy County Executive, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 11th day of September, 2023, before me, the undersigned, personally appeared Candace Ellis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Susan E. Cofer
Notary Public

SUSAN E. COFER
Notary Public, State of New York
Registration #01CO6380185
Qualified in Albany County
Commission Expires 09/04/2026

SCHEDULE A

INSURANCE COVERAGE

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

1. Worker's Compensation and Employees 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: Policies with the limits of not less than \$500,000.00 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 \$500,000.00 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability: A policy or policies of comprehensive all-risk insurance including coverage for demolition of structures with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.00
Property Damage	\$1,000,000.00
Personal Injury	\$1,000,000.00

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

RESOLUTION NO. 143

AUTHORIZING VARIOUS AGREEMENTS REGARDING THE NEW YORK STATE LEGISLATIVE INITIATIVE FUNDING AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 4/10/23

By Audit and Finance Committee and Miller:

WHEREAS, The Commissioner of the Department of Management and Budget has requested authorization to enter into agreements with Catholic Charities and the Public Defender's Association regarding case management services to Law Enforcement assistance Diversion (LEAD) clients in Albany County pursuant to existing Memorandums of Understandings (MOUs) and to provide oversight of project management in the amount of \$113,794 and \$102,116 respectively, and for a term commencing January 1, 2023 and ending December 31, 2025, and

WHEREAS, The Commissioner has indicated that the aforementioned agreements will be financed through the New York State Legislative Initiative Fund, and that a budget amendment to the 2023 Albany County Budget is necessary to accept said funds, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreements with Catholic Charities, Albany, NY 12202 and Public Defender Association, Seattle, WA 98104, regarding case management services to (LEAD) clients in Albany County pursuant to existing MOUs and to provide oversight of project management in the amount of \$113,794 and \$102,116 respectively, and for a term commencing January 1, 2023 and ending December 31, 2025, and, be it further

RESOLVED, That the 2023 Albany County Budget is hereby amended as follows:

Increase Revenue Account A4322 0 3398 LIF22 L.E.A.D. Funding – NYS by \$300,000

Increase Appropriation Account A4322.4 by \$300,000 by increasing Line Item A4322 4 4092 LIF22 L.E.A.D. Funding – NYS by \$300,000

and, be it further

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

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

Adopted by unanimous vote – 4/10/23