

The Legislature of Rockland County



MICHAEL M. GRANT
Legislator - District 2

Chair, Budget & Finance Committee
Vice-Chair, Government Operations Committee
2nd Vice Chair - Planning & Public Works Committee

AGENDA
BUDGET & FINANCE COMMITTEE
TUESDAY, APRIL 28, 2015
8:00 PM

ROLL CALL

ADOPTION OF MINUTES: MEETING OF MARCH 31, 2015

1. BONDS/PUBLIC WORKS MATTER:

1PPW) REF. #7300 - APPROVING AN AMENDMENT TO A CONTRACT IN EXCESS OF \$100,000 WITH ALARM SPECIALISTS, INC. FOR ALARM SYSTEM INSPECTION, TESTING, MAINTENANCE AND REPAIR SERVICES BY FORMAL PURCHASE ORDER UNDER RFB-RC-2013-071 IN THE ADDITIONAL AMOUNT OF \$50,000 FOR THE PERIOD FROM AUGUST 1, 2014 THROUGH JULY 31, 2015 FOR A TOTAL AMOUNT NOT TO EXCEED \$269,159.67 FROM THE COMMENCEMENT DATE OF AUGUST 1, 2013 THROUGH JULY 31, 2015 (DEPARTMENT OF GENERAL SERVICES - DIVISION OF PURCHASING) (\$269,159.67) **(PAUL J. BRENNAN, DIRECTOR DGS-PURCHASING)**
DL#2015-01395

SUBJECT TO APPROVAL OF PPW

2. GRANTS/DONATIONS:

NONE

3. BUDGET ITEMS:

3A) REF. #9500 - APPROPRIATING THE SUM OF \$1,250 TO WILLIAM E. DEBOVISE
AMERICAN LEGION POST 1682, NEW CITY, NEW YORK FOR
PATRIOTIC OBSERVANCES IN 2015
(HONS. LON M. HOFSTEIN, ANEY PAUL, CHRISTOPHER J. CAREY,
LEGISLATURE)
LG#2015-48

3B) REF. #9495/- ADJUSTMENT TO THE 2014 AND 2015 BUDGETS FOR YEAR-END
9500 CONTRACT AND PURCHASE ORDER ENCUMBRANCES
(DEPARTMENT OF BUDGET)
(STEPHEN J. GORGAN, DEPUTY BUDGET DIRECTOR, FINANCE
AND BUDGET)
DL#2015-00779

FAILED AT THE 3/31/15 AND 4/14/15 B&F MEETINGS

4. AUTHORIZATIONS:

4A) REF. #9500 - AUTHORIZING PAYMENT OF FUNDS IN VARIOUS AMOUNTS TO
NON-PROFIT ORGANIZATIONS PURSUANT TO COUNTY LAW§ 224
(HONS. ALDEN H. WOLFE, ILAN S. SCHOENBERGER, LEGISLATURE)
LG#2015-51

5. CONTRACTS/AGREEMENTS:

5A) REF. #6924 - APPROVING FIVE (5) YEAR INTERMUNICIPAL COOPERATION
AGREEMENTS BETWEEN THE COUNTY OF ROCKLAND AND THE
TOWNS OF CLARKSTOWN AND RAMAPO FOR 9-1-1 DISPATCHER
TRAINING REQUIRED BY LOCAL PUBIC SAFETY ANSWERING
POINT (PSAP) FOR A TERM BEGINNING JANUARY 1, 2015 THROUGH
DECEMBER 31, 2020 AND AUTHORIZING THEIR EXECUTION BY THE
COUNTY EXECUTIVE (OFFICE OF FIRE AND EMERGENCY SERVICES)
(\$100,000)
(GORDON W. WREN, DIRECTOR FIRE & EMERGENCY)
DL#2015-00682

SUBJECT TO APPROVAL OF PUBLIC SAFETY

5B) REF. #5050 - APPROVING THE FURTHER EXTENSION OF AND AMENDMENT TO THE AGREEMENT IN EXCESS OF \$100,000 WITH KPMG, LLP FOR AN AUDIT OF THE FINANCIAL STATEMENTS OF SUMMIT PARK HOSPITAL & NURSING CARE CENTER AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2014 AS REQUIRED BY THE NEW YORK STATE DEPARTMENT OF HEALTH EXTENDING THE TERM OF THE AGREEMENT FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015 AND INCREASING THE AMOUNT OF THE AGREEMENT BY \$213,725 FOR A TOTAL AMOUNT NOT TO EXCEED \$1,063,725 FOR THE FULL PERIOD FROM JANUARY 1, 2011 THROUGH DECEMBER 31, 2015 AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE EXTENSION/AMENDMENT TO THE AGREEMENT (DEPARTMENT OF HOSPITALS) (\$1,063,725)
(DAVID H. FREED, ACTING COMMISSIONER, HOSPITALS)
DL#2015-01312

5C) REF. #9263 - APPROVING THE AGREEMENT IN EXCESS OF \$100,000 WITH CENTER FOR SAFETY & CHANGE, INC. TO PROVIDE NON-RESIDENTIAL DOMESTIC VIOLENCE SERVICES TO THE RESIDENTS OF ROCKLAND COUNTY IN AN AMOUNT NOT TO EXCEED \$400,679 WHICH INCLUDES A 25% LOCAL SHARE FOR THE PERIOD FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE (DEPARTMENT OF SOCIAL SERVICES) (\$400,679)
(SUSAN SHERWOOD, COMMISSIONER SOCIAL SERVICES)
DL#2015-01115
ADDITIONAL BACK-UP WITH CLERK

SUBJECT TO APPROVAL OF MULTI-SERVICES

5D) REF. #8896 - APPROVING AN AMENDMENT AND EXTENSION TO AGREEMENT WITH TREX PLANNING ASSOCIATES FOR AN EMERGENCY MEDICAL SERVICES PLANNING CONSULTANT TO REVIEW AND UPDATE THE MASS CASUALTY INCIDENT PLAN AND MUTUAL AID PLAN UNDER RFP-RC-2012-021 IN THE ADDITIONAL AMOUNT OF \$70,800 FOR THE PERIOD FROM JANUARY 7, 2015 THROUGH JANUARY 6, 2016 WITH TWO (2) REMAINING ONE (1) YEAR OPTIONS FOR A TOTAL AMOUNT NOT TO EXCEED \$190,200 FROM THE COMMENCEMENT DATE OF JANUARY 7, 2013 THROUGH JANUARY 6, 2016 AND AUTHORIZING ITS EXECUTION BY THE COUNTY EXECUTIVE (DEPARTMENT OF GENERAL SERVICES - DIVISION OF PURCHASING) (\$190,200)
(PAUL J. BRENNAN, DIRECTOR DGS PURCHASING)
DL#201-01356
ADDITIONAL BACK-UP WITH CLERK

SUBJECT TO APPROVAL OF MULTI-SERVICES

6. ALLOCATION/RECLASSIFICATION OF POSITIONS:

6A) REF. #2825 - EXTENDING THE APPOINTMENT OF MICHAEL D'ANGELO TO THE
TEMPORARY POSITION OF TRANSIT ADMINISTRATOR IN THE
DEPARTMENT OF PUBLIC TRANSPORTATION
(DOUGLAS J. SCHUETZ, ACTING COMMISSIONER, PUBLIC
TRANSPORTATION)
DL#2015-01503

7. **BIDS:** NONE

8. **TRANSFER OF FUNDS/OTHERS:** NONE

9. **TAX ITEMS:** NONE

10. **PUBLIC HEARINGS:** NONE

11. **LOCAL LAWS/HOME RULES:** NONE

12. **PRESENTATIONS/DISCUSSIONS:**

12A) REF. #9495/ - DISCUSSION ITEM: STATUS OF CONTRACT AGENCIES
9500 (HON. MICHAEL GRANT, LEGISLATURE)

13. **MISCELLANEOUS:** NONE

14. **RECEIVE & FILE:** NONE

15. **CORRESPONDENCE/REVIEW AND DISCUSSION:** NONE

"The Rockland County Legislature is committed to full compliance with the Americans with Disabilities Act. To that end, the Legislature is committed to creating an accessible environment for all. To request accommodations that you may require, please call Damaris Alvarez at 845-638-5248 (845-708-7899 for TTY/TDD). Please request these accommodations three (3) days in advance so that we can seek to meet your needs."

DRAFT

WHEREAS, Due to the nature of the work performed under this contact and the need to have the ability to expedite emergency repairs, it has been determined that an estimated additional \$50,000 will be required for the option year August 1, 2014 through July 31, 2015, for a total contract amount not to exceed \$269,159.67 from the commencement date of August 1, 2013 through July 31, 2015; and

WHEREAS, The Director of Purchasing recommends that the County Executive and the Legislature of Rockland County approve an amendment to the agreement with Alarm Specialists, Inc., 333 Old Tarrytown Road, White Plains, New York 10603, for alarm system inspection, testing, maintenance and repair by formal purchase order under RFB-RC-2013-071 in the additional amount of \$50,000 from August 1, 2014 through July 31, 2015 for a total contract amount not to exceed \$269,159.67 from the commencement date of August 1, 2013 through July 31, 2015; and

WHEREAS, All purchases will be initiated by formal purchase order, subject to the approval of the Director of Purchasing; and

WHEREAS, Sufficient funding for this amendment is provided for in the Adopted 2015 Budget of the Department of General Services, M-DGS-1245-E4060; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve the "execution of all contracts in excess of \$100,000 entered into by the County"; and

WHEREAS, The Committees of the Legislature have met, considered and approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves an amendment to the agreement with Alarm Specialists, Inc., 333 Old Tarrytown Road, White Plains, New York 10603, for alarm system inspection, testing, maintenance and repair by formal purchase order under RFB-RC-2013-071 in the additional amount of \$50,000 from August 1, 2014 through July 31, 2015 for a total contract amount not to exceed \$269,159.67 from the commencement date of August 1, 2013 through July 31, 2015; and be it further

RESOLVED, That sufficient funding for this amendment is provided for in the Adopted 2015 Budget of the Department of General Services, M-DGS-1245-E4060.

LHG:lo
2015-01395
4/6/15
rev 4/20/15lo

DRAFT

3A

Introduced by:

Hon. Lon M. Hofstein, Sponsor
Hon. Aney Paul, Sponsor, Sponsor
Hon. Christopher J. Carey, Sponsor

Referral No 9500

**RESOLUTION NO. OF 2015
APPROPRIATING THE SUM OF \$1,250 TO
WILLIAM E. DEBOVISE AMERICAN LEGION POST 1682
NEW CITY, NEW YORK
FOR PATRIOTIC OBSERVANCES IN 2015**

WHEREAS, the Rockland County Legislature has set aside in the 2015 Budget and designated an account for funding of patriotic observances; and

WHEREAS, the William E. DeBovise American Legion Post 1682, New City, New York, is contracting with the County of Rockland to conduct patriotic observances in 2015 for the citizens of Rockland County in memory of all those who have served and/or died for their Country; and

WHEREAS, the _____ Committee has met, considered and by a _____ vote, approved this resolution; now therefore be it

RESOLVED, that the Legislature of Rockland County hereby appropriates the sum of \$1,250 for providing patriotic observance events in Rockland County in calendar year 2015; and be it further

RESOLVED, that the Commissioner of Finance is hereby authorized to increase and decrease the following accounts in the amounts indicated:

GENERAL FUND

Increase Approp. Acct.:

A-CA-7582-5010	William E. DeBovise, American Legion Post 1682 65 American Post 1682 New City, NY 10956	\$1,250
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Decrease Approp. Acct.:

A-LEG-1010-5042	Patriotic Observances	\$1,250
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ELY/cs
4/14/15
LG2015-48

DRAFT

Introduced by:
Hon. Alden H. Wolfe, Sponsor
Hon. Ilan S. Schoenberger, Sponsor

Referral No. 9500, 2015

RESOLUTION NO. OF 2015 AUTHORIZING PAYMENT OF FUNDS IN VARIOUS AMOUNTS TO NON-PROFIT ORGANIZATIONS PURSUANT TO COUNTY LAW § 224

WHEREAS, New York State's County Law § 224 permits the Legislature of the County of Rockland to contract with non-profit organizations and other corporations, associations and agencies within the County and within adjoining Counties for the purposes described in County Law § 224; and,

WHEREAS, As reflected in the adopted Budget for fiscal year 2015, the Legislature of the County of Rockland has chosen to provide funds to the following non-profit organizations in the following amounts from the noted budget lines:

1)	Rockland Conservatory of Music, Inc.	\$19,000	CA-7531
2)	Hi-Tor Animal Care Center, Inc.	\$47,165	CA-3510
3)	Child Care Resources of Rockland, Inc.	\$127,040	CA-8804
4)	Child Care Resources of Rockland, Inc. (QCCC)	\$60,275	CA-8804
5)	Mental Health Association of Rockland (CASA Advocacy, CASA Home Studies)	\$11,890	CA-8822
6)	Legal Aid Society of Rockland County, Inc.	\$62,985	CA-1171
7)	Keep Rockland Beautiful, Inc.	\$54,365	CA-8841
8)	Big Brothers Big Sisters of Rockland County, Inc.	\$100,745	CA-8821
9)	Hudson Vagabond Puppets, Inc.	\$4,205	CA-7571
10)	Association of the Visually Impaired, Inc.	\$162,165	CA-4083
11)	Rockland Economic Development Corporation	\$332,500	EXE-1233
12)	Garnerville Arts Project, Inc. d/b/a Garner Arts Center	\$18,580	CA-7664
13)	Rockland Center for the Arts, Inc.	\$38,000	CA-7562
14)	Debra Weiss Dance Company/ West Third Street Dance Corp.	\$1,995	CA-7535
15)	Rockland Camerata, Inc.	\$1,640	CA-7550
16)	Edward Hopper Landmark Preservation Foundation (Hopper House Arts Center)	\$3,325	CA-7655
17)	Chiku Awali African Dance, Arts & Culture, Inc.	\$1,640	CA-7642
18)	Cornell Cooperative Extension of Rockland County	\$274,230	CA-8750

; and

WHEREAS, each of the above listed organizations seeks to perform the services described in the Schedule A's to the Memorandum Receipts for 2015 - a sample of which is

annexed hereto and incorporated into this resolution as Schedule A - that shall be signed and filed with the Clerk to the Legislature in exchange for said funds; and,

WHEREAS, County funds are being provided by this resolution which funds shall be used to effect the services set forth in the Schedule A's to the Memorandum Receipts that shall be signed and filed with the Clerk to the Legislature; and,

WHEREAS, The amounts the Legislature shall make available to the above listed organizations will be for services to be provided between January 1, 2015 to December 31, 2015; and,

WHEREAS, Funding for the payment of these services has been allocated in the above noted budget lines; and

WHEREAS, the sums to be provided shall be paid to the above listed organizations on or about April 30, 2015 and October 31, 2015; and

WHEREAS, The Committee of the Legislature have met, considered and approved this resolution, now, therefore be it

RESOLVED, That the Legislature of the County of Rockland hereby authorizes the payment of funds to the following non-profit organizations from the noted budget lines:

1)	Rockland Conservatory of Music, Inc.	\$19,000	CA-7531
2)	Hi-Tor Animal Care Center, Inc.	\$47,165	CA-3510
3)	Child Care Resources of Rockland, Inc.	\$127,040	CA-8804
4)	Child Care Resources of Rockland, Inc. (QCCC)	\$60,275	CA-8804
5)	Mental Health Association of Rockland (CASA Advocacy, CASA Home Studies)	\$11,890	CA-8822
6)	Legal Aid Society of Rockland County, Inc.	\$62,985	CA-1171
7)	Keep Rockland Beautiful, Inc.	\$54,365	CA-8841
8)	Big Brothers Big Sisters of Rockland County, Inc.	\$100,745	CA-8821
9)	Hudson Vagabond Puppets, Inc.	\$4,205	CA-7571
10)	Association of the Visually Impaired, Inc.	\$162,165	CA-4083
11)	Rockland Economic Development Corporation	\$332,500	EXE-1233
12)	Garnerville Arts Project, Inc. d/b/a Garner Arts Center	\$18,580	CA-7664
13)	Rockland Center for the Arts, Inc.	\$38,000	CA-7562
14)	Debra Weiss Dance Company/ West Third Street Dance Corp.	\$1,995	CA-7535
15)	Rockland Camerata, Inc.	\$1,640	CA-7550
16)	Edward Hopper Landmark Preservation Foundation (Hopper House Arts Center)	\$3,325	CA-7655
17)	Chiku Awali African Dance, Arts & Culture, Inc.	\$1,640	CA-7642
18)	Cornell Cooperative Extension of Rockland County	\$274,230	CA-8750

; and

RESOLVED, That the various sums shall only be provided for services to be rendered and under the conditions set forth in the Memorandum Receipts for 2015 - a sample of which is annexed hereto and incorporated into this resolution as Schedule A - which shall be signed and filed with the Clerk to the Legislature; and be it further,

RESOLVED, The sums to be provided shall be paid to the above listed organizations on or about April 30, 2015 and October 31, 2015, and be it further;

RESOLVED, That any funds unused by the above listed organizations for the services to be rendered and under the conditions set forth in the Memorandum Receipts, which shall be signed and filed with the Clerk to the Legislature, shall be refunded to the County; and be it further,

RESOLVED, That the aforementioned payments shall not be disbursed until such a time as the Rockland County Commissioner of Finance, receives a Memorandum Receipt, in the form set forth and which shall be signed and filed with the Clerk to the Legislature, signed by the principal officer of and disbursing officer of the individual non-profit organization; and be it further,

RESOLVED That the Memorandum Receipt shall require a verified account of the individual non-profit organization's disbursements related to the services that have been provided in accordance with the Memorandum Receipt and this resolution, with verified or certified vouchers describing the services to be rendered, attached to such account and to otherwise comply with the terms of the Memorandum Receipt and this resolution; and be it further,

RESOLVED, That any funds allocated by this resolution and which remain unused by the above listed organizations through December 31, 2015, shall be refunded to the County of Rockland; and be it further,

RESOLVED, That the Rockland County Commissioner of Finance shall disburse, in accordance with this resolution, the sums indicated herein from the above noted budget lines of the adopted Budget for fiscal year 2015.

TH:bb
LG-2015-51
ELY
4/16/15
4/20/15
4/22/15

SCHEDULE "A"

Federal ID# **_*****

**2015
MEMORANDUM RECEIPT**

THIS Memorandum Receipt dated this ____ day of _____, 2015, acknowledges the conditions of funding, from the **COUNTY OF ROCKLAND**, a municipal corporation of the State of New York, having its principal office at 11 New Hempstead Road, New City, New York 10956, hereinafter described as "COUNTY," to the Recipient, -----, a New York State not-for-profit corporation, with offices located at -----, hereinafter called "the RECIPIENT," in the manner following:

W I T N E S S E T H:

WHEREAS, the RECIPIENT is a not-for-profit corporation which promises to provide services described in Schedule "A" with the funding hereby provided by the COUNTY attached and made a part hereof, and

WHEREAS, the COUNTY desires such services as RECIPIENT provides, for the benefit of County residents, and

WHEREAS, the Legislature of Rockland County appropriated the necessary funds for the RECIPIENT, to be disbursed in accordance with Section 224 of the New York State County Law for maintenance and operation of a public museum and the maintenance and operation of a professional symphony or philharmonic orchestra, musical festival, or vocal, dance, drama, or performing arts troupe, group or activity of any kind of nature, purposes provided for therein, and

NOW, THEREFORE, the RECIPIENT agrees that, the following requirements must be met for the receipt of the funding provided:

1. TERM: The services to be rendered by RECIPIENT under this Memorandum Receipt shall commence **January 1, 2015** and terminate **December 31, 2015**.

2. SERVICES: The RECIPIENT shall provide services as set forth in Schedule "A", annexed and made part of this Memorandum Receipt. The RECIPIENT warrants and represents that it and its employees, agents and servants possess the skills and experience to render the services provided for this Memorandum Receipt. The funds provided by the Legislature and described below shall be expended on the services described in Schedule "A"

3. FUNDING: The COUNTY will provide to the RECIPIENT a sum not to exceed ----- **DOLLARS and 00/100 (\$-----.00)** to permit the RECIPIENT to perform the services set forth in the attached Schedule "A".

Payment will be made only when a certified and signed voucher in a form is approved and authorized by the Commissioner of Finance. Payments will be made upon the following schedule:

PAYMENT SCHEDULE

<u># of Payments</u>	<u>Date</u>
First Payment	On or About April 30th
Second Payment	On or About October 31st

All financial statements and proofs of insurance, or other documentation required in this Memorandum Receipt must be on file with the Commissioner of Finance **before** any payment will be made. Failure to comply with any provision under this Memorandum Receipt may result in the delay or forfeiture of the aforementioned payments.

This Memorandum Receipt requires a verified account of ----- disbursements related to the services that have been provided in accordance with the Memorandum Receipt and this resolution, with verified or certified vouchers describing the services rendered, attached to such account; and it is further,

4. **CONDITIONS AFFECTING FUNDING:** The funding offered by the COUNTY and described herein is offered entirely at the COUNTY's discretion. It is neither a contract nor a general obligation of the COUNTY. Neither the full faith and credit nor the taxing power of the COUNTY are pledged to the payment of any amount due or to become due under this Memorandum Receipt. It is understood that neither this Memorandum Receipt nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Memorandum Receipt. **This Memorandum Receipt shall not be effective unless the monies to be paid hereunder by the COUNTY are appropriated in and remain in the COUNTY budget for the purpose described herein. Furthermore, neither this Memorandum Receipt nor the appropriation described herein shall constitute any obligation expressed or implied that the County of Rockland will continue to appropriate funding in the future.**

5. **FINANCIAL RECORDS/AUDIT:** The RECIPIENT shall maintain records of all its financial transactions, including all expenses and disbursements, which relate to this Memorandum Receipt. Such records shall be kept in accordance with GAAP (Generally Accepted Accounting Practices) and/or County record-keeping requirements, and each transaction shall be documented. Such records shall be made available to the COUNTY for inspection or audit upon request. **The RECIPIENT shall file with the Commissioner of Finance such reports and statements as are required to be filed with the Attorney General of the State of New York pursuant to Article 7-A of the Executive Law and Section 8-1.4 of the Estates, Powers and Trust Law, on or before**

the first day of July after the close of such fiscal year. Upon the failure to file reports and statements no further compensation or fee for services will be due to the RECIPIENT unless or until financial statements have been filed with the Rockland County Department of Finance.

6. INDEMNIFY AND HOLD HARMLESS: The RECIPIENT agrees to defend, indemnify and hold harmless the COUNTY and its respective officers, employees and agents from and against all claims, actions and suits, including but not limited to suits claiming that the appropriation to the RECIPIENT was illegal, and will defend the COUNTY and its respective officers, employees and agents, at its own cost and at no cost to the COUNTY, in any suit, action or claim, including appeals, for personal injury to, or death of, any person, or loss or damage to property arising out of, or resulting from, the activities or omissions of the RECIPIENT that arise from the services described in Schedule "A", to the fullest extent permitted by law. These indemnification provisions are for the protection of the COUNTY and its respective officers, employees and agents only, and shall not establish, of themselves, any liability to third parties. The provisions of this section shall survive the termination of this Memorandum Receipt and the expiration term for which funding is provided.

7. RECIPIENT IS INDEPENDENT OF THE COUNTY: The RECIPIENT is an independent entity, providing services on its own cognizance and for its own purposes. RECIPIENT covenants and agrees that it, its agents, servants and/or employees, will neither hold itself out as, nor claim to be an employee, servant or agent of the COUNTY, and that it, its agents and employees will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership or credit.

8. COMPLIANCE WITH ANTIDISCRIMINATION LAWS: RECIPIENT agrees that it shall not discriminate on the basis of race, creed, sex, ethnic background, age or national origin, and shall comply with all Federal, State and Local Anti-Discrimination Laws and resolutions, including, but not limited to the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; the Equal Pay Act; the Immigration and Reform Act; the Genetic Information Reform Act; the New York State Human Right's Law and; the Rockland County Human Rights Law. Also, RECIPIENT agrees that its services will be available to all residents of Rockland County.

9. INJURY, PROPERTY DAMAGE: The RECIPIENT shall be responsible for all damages and/or injury to life and property due to, or resulting from, the activities or omissions of the RECIPIENT, its agents or employees in connection with its work, activities or services described in Schedule "A" of this Memorandum Receipt. The RECIPIENT represents and warrants that its agents and employees possess the experience, knowledge and skills and independence necessary for the work/services to be performed in connection with this Memorandum Receipt.

10. INSURANCE REQUIREMENTS: The RECIPIENT shall, at its own cost and expense, procure and maintain insurance to cover its work, services, employees, owners, servants and/or agents described in Schedule A, which insurance shall include, but may not be limited to those policies indicated:

- A Commercial General Liability Insurance not less than \$1,000,000 (One Million) for each occurrence and a general aggregate not less than \$2,000,000 (Two Million) per project
- B Automobile Liability Insurance not less than \$1,000,000 (One Million) Combined Single Limit for each accident
- C Excess Umbrella Liability Insurance not less than \$2,000,000 (Two Million) over General Liability, Employers Liability (if not unlimited on the workers compensation policy), Auto Liability and Professional Liability, if required, for each occurrence and a general aggregate not less than \$2,000,000 (Two Million)
- D Workers' Compensation and Employers Liability Insurance in accordance with statutory requirements of the NYS Workers Compensation Law
- E Disability Insurance in accordance with provisions and requirements of the NYS Disability Law
- F Professional Liability Insurance (or Errors and Omissions or Malpractice) not less than \$1,000,000 (One Million) for each claim, or if not included on the excess umbrella the limits should equal \$1,000,000 plus the required excess limit
- * All other insurance as required by law

A check mark in the box indicates that the type of insurance specified **IS REQUIRED**

The RECIPIENT warrants and represents to the County of Rockland that it has sufficient funds to satisfy the amount of the self insured retention limit (deductible) required of each liability policy as it applies to this Memorandum Receipt, and that said amount is available to settle, compromise, or pay any suit or claim for negligence, gross negligence, medical malpractice, or intentional acts or omissions, made against it arising out of or during the term of this Memorandum Receipt. The RECIPIENT shall provide, at the request of the County of Rockland, proof or guarantee of financial responsibility, as it deems necessary.

11. LAWS OF THE STATE OF NEW YORK: This Memorandum Receipt shall be governed by the Laws of the State of New York.

12. LABOR LAW AND EXECUTIVE LAW: The RECIPIENT shall comply with all of the provisions of the Labor Law of the State of New York including, but not limited to, prevailing wage provisions, **if required by law**, and with Article 15 of the Executive Law of the State of New York relating to unlawful discriminatory practices

insofar as the provisions are applicable to the work and/or services to be performed under this Memorandum Receipt.

13. LOCAL LAWS AND RESOLUTIONS: The RECIPIENT shall comply with all local laws and resolutions of the Legislature of Rockland County, including, but not limited to, the resolution authorizing payment of funds identified in this Memorandum Receipt to the RECIPIENT pursuant to County Law §224, and the filing of Disclosure Statements and Affirmative Action Plans, **if required by law or resolution**.

14. REPRESENTATIONS AND WARRANTIES OF THE RECIPIENT: RECIPIENT represents and warrants to the COUNTY as follows:

(a) RECIPIENT is a corporation duly organized not-for-profit organization, validly existing under the laws of New York, and is duly qualified to do business in New York. RECIPIENT has full power and authority to conduct its business as now carried on, and to carry out and perform its undertakings and obligations as provided herein. The execution and delivery by RECIPIENT of this Memorandum Receipt and the consummation of the transactions contemplated herein have been duly authorized by the Board of Directors or applicable body or officer of RECIPIENT and will not conflict with or breach any provision of the Certificate of Incorporation or Bylaws of RECIPIENT. The copies of the documents pertaining to the organization of the RECIPIENT provided by RECIPIENT to the COUNTY are true and complete copies of said documents.

(b) No action, approval, consent or authorization, including without limitation any action, approval, consent or authorization of any governmental or quasi-governmental RECIPIENT, commission, board, bureau or instrumentality, is necessary for RECIPIENT to constitute this Memorandum Receipt the binding and enforceable obligation of RECIPIENT or to consummate the transactions contemplated hereby.

(c) There are no violations of any law or governmental rule or regulation pending or, to the best of RECIPIENT's knowledge, threatened against RECIPIENT. The RECIPIENT has complied with all laws and governmental rules and regulations applicable to its business operations.

(d) There are no judgments, liens, suits, actions or proceedings pending or, to the best of RECIPIENT's knowledge, threatened against RECIPIENT. The RECIPIENT is not a party to, subject to or bound by any agreement or any judgment or decree of any court, governmental body or arbitrator which would conflict with or be breached by the execution, delivery or performance of this Memorandum Receipt, or which could prevent the carrying out of the transactions provided for in this Memorandum Receipt,

or which could prevent the performance of its obligations under this Memorandum Receipt or adversely affect the conduct of its business.

(e) The RECIPIENT has filed each tax return, including without limitation all income, excise, property, gain, sales, franchise and license tax returns, required to be filed by the RECIPIENT prior to the date hereof. Each such return is true, complete and correct, and the RECIPIENT has paid all taxes, assessments and charges of any governmental authority required to be paid by it, including but not limited to any County, Town, Village real property tax or School tax, and has created reserves or made provision for all taxes accrued but not yet payable. No government is now asserting, or to RECIPIENT's knowledge threatening to assert, any deficiency or assessment for additional taxes or any interest, penalties or fines with respect to the RECIPIENT.

(f) The financial statements, balance sheets and other information pertaining to the RECIPIENT and provided to the COUNTY are true, correct and complete as of the dates and for the periods set forth therein; have been prepared in accordance with generally accepted accounting principles consistently applied; and fairly represent the financial position of the RECIPIENT at such dates and for such periods. The RECIPIENT had at said dates no liabilities or obligations of any kind, contingent or otherwise, not reflected in the financial statements provided to the COUNTY. Since said dates and periods, there has been no material adverse change in the financial condition, assets or liabilities of the RECIPIENT.

15. NO ASSIGNMENT: The RECIPIENT cannot assign, sublet or transfer or otherwise dispose of its interest in the funds described in this Memorandum Receipt without a duly adopted resolution of the Legislature of Rockland County authorizing such assignment or transfer.

16. APPROVAL OF FEDERAL, STATE AND LOCAL RECIPIENT: Notwithstanding any other provisions of this Memorandum Receipt, the COUNTY shall not be liable for any payment or compensation to the RECIPIENT until the services rendered by the RECIPIENT under this Memorandum Receipt meet the approval and standards of any other Federal, State or local agency, authority, commission or body, which has jurisdiction over the services to be rendered under this Memorandum Receipt which provides funding in whole or in part for the services provided under this Memorandum Receipt.

17. FUND RAISING: All fund raising affairs of the RECIPIENT shall be included within the borders of Rockland County, whenever possible, pursuant to Resolution No. 119 of 1992.

18. NATURE OF MEMORANDUM RECEIPT. This Memorandum Receipt is not a contract or agreement between the parties. This document, as described by Section 224 of the New York State County Law and its County legislation authorizing its terms, sets forth certain conditions, undertakings and obligations of the RECIPIENT. This Memorandum Receipt creates no obligations on the part of the COUNTY including any obligation for the payment of the funds described in this Memorandum Receipt or its related legislation.

IN WITNESS WHEREOF, the RECIPIENT executes this Memorandum Receipt this _____ day of _____ 2015.

By: _____
(presiding officer)
President

Dated: _____

By: _____
Treasurer (disbursing officer)

Dated: _____

STATE OF NEW YORK, COUNTY OF _____}ss.:

On the ____ day of _____ in the year 2015, 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 she executed the same in her capacity, and that by her 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 _____}ss.:

On the ____ day of _____ in the year 2015, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

Introduced by:

Referral No. 6924

5A

DRAFT

**RESOLUTION NO. OF 2015
APPROVING FIVE (5) YEAR
INTERMUNICIPAL COOPERATION AGREEMENTS
BETWEEN THE COUNTY OF ROCKLAND AND THE TOWNS OF
CLARKSTOWN AND RAMAPO FOR 9-1-1 DISPATCHER
TRAINING REQUIRED BY LOCAL
PUBLIC SAFETY ANSWERING
POINT (PSAP) FOR A TERM BEGINNING JANUARY 1, 2015
THROUGH DECEMBER 31, 2020 AND AUTHORIZING
THEIR EXECUTION BY THE COUNTY EXECUTIVE
(OFFICE OF FIRE AND EMERGENCY SERVICES)
(\$100,000)**

WHEREAS, Both the County of Rockland ("County") and the Towns of Clarkstown and Ramapo are municipal corporations as defined by Section 119-n of Article 5-G of the General Municipal Law of the State of New York; and

WHEREAS, Section 119-o of Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations to contract to perform together that which each is authorized to perform individually, provided that any such agreement to do so "be approved by each participating" municipal corporation by a majority vote of the voting strength of its governing body; and

WHEREAS, Dispatcher training is an authorized expense covered by the 9-1-1-surcharge collected by the County; and

WHEREAS, The Office of Fire and Emergency Services requests that the County Executive and the Legislature of Rockland County approve a five (5) year intermunicipal cooperative agreement between the County and the towns of Clarkstown and Ramapo, respectively, for 9-1-1 dispatcher training required by Local Public Safety Answering Point (PSAP) ; and

WHEREAS, The term of each agreement will begin on January 1, 2015 and end on December 31, 2020; and

WHEREAS, It is anticipated that the annual cost incurred by each town will be approximately \$10,000 per year for a total contract sum not to exceed \$100,000 for both Clarkstown and Ramapo (\$50,000 for each town); and

WHEREAS, Funding for these agreements are provided for under the Office of Fire and Emergency Services 2015 operating budget; and

WHEREAS, It is beneficial to the people of the County for the Towns to continue this training for the 9-1-1- Public Safety Answering Point (PSAP) and for the County to reimburse the towns \$100,000 over the next five years January 1, 2015 through December 31, 2020; and

WHEREAS, The _____ Committee of the Legislature has met, considered and approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves, pursuant to Article 5G of the General Municipal Law, the intermunicipal agreements between the County of Rockland and the Towns of Clarkstown and Ramapo, respectively, and for the County to reimburse the sum of \$50,000 to each of Clarkstown and Ramapo for a total not to exceed \$100,000 for the cost of the training for the Public Safety Answering Point (PSAP) for the towns, police dispatchers and authorizes the County Executive to execute these agreements on behalf of the County.

MB:lo
2015-00682
4/15/15

DRAFT

5B

Introduced by:

Referral No. 5050

**RESOLUTION NO. OF 2015
APPROVING THE FURTHER EXTENSION OF AND AMENDMENT TO
THE AGREEMENT IN EXCESS OF \$100,000 WITH KPMG, LLP
FOR AN AUDIT OF THE FINANCIAL STATEMENTS OF
SUMMIT PARK HOSPITAL & NURSING CARE CENTER
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2014
AS REQUIRED BY THE NEW YORK STATE DEPARTMENT OF HEALTH
EXTENDING THE TERM OF THE AGREEMENT
FROM JANUARY 1, 2015 THROUGH DECEMBER 31, 2015 AND
INCREASING THE AMOUNT OF THE AGREEMENT BY \$213,725
FOR A TOTAL AMOUNT NOT TO EXCEED \$1,063,725
FOR THE FULL PERIOD FROM JANUARY 1, 2011 THROUGH DECEMBER 31, 2015
AND AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE THE EXTENSION/AMENDMENT TO THE AGREEMENT
[DEPARTMENT OF HOSPITALS]
(\$1,063,725)**

WHEREAS, By Resolution No. 276 of 2011, the Legislature of Rockland County approved the agreement in excess of \$100,000 with KPMG LLP, 345 Park Avenue, New York, New York 10154, for an audit of the financial statements of Summit Park Hospital & Nursing Care Center (SPHNCC) as of and for the year ended December 31, 2010 as required by the New York State Department of Health (NYS DOH) in a total amount not to exceed \$233,500 for the period from January 1, 2011 through December 31, 2011; and

WHEREAS, By Resolution No. 206 of 2012, the Legislature approved the extension of and amendment to the agreement in excess of \$100,000 with KPMG LLP for an audit of the financial statements of SPHNCC as of and for the year ended December 31, 2011 as required by the NYS DOH, extending the term of the agreement from January 1, 2012 through December 31, 2012, and increasing the amount of the agreement by \$201,500, for a total contract amount not to exceed \$435,000; and

WHEREAS, By Resolution No. 306 of 2013, the Legislature approved the extension of and amendment to the agreement in excess of \$100,000 with KPMG LLP for an audit of the financial statements of SPHNCC as of and for the year ended December 31, 2012 as required by the NYS DOH, extending the term of the agreement from January 1, 2013 through December 31, 2013, and increasing the amount of the agreement by \$207,500, for a total contract amount not to exceed \$642,500; and

WHEREAS, By Resolution No. 244 of 2014, the Legislature approved the extension of and amendment to the agreement in excess of \$100,000 with KPMG LLP for an audit of the financial statements of SPHNCC as of and for the year ended December 31, 2013 as required by the NYS DOH, extending the term of the agreement from January 1, 2014 through December 31, 2014, and increasing the amount of the agreement by \$207,500, for a total contract amount not to exceed \$850,000; and

WHEREAS, The Acting Commissioner of the Department of Hospitals recommends to the County Executive and the Legislature of Rockland County that they approve the further extension of and amendment to the agreement in excess of \$100,000 with KPMG, LLP for an audit of the financial statements of SPHNCC as of and for the year ended December 31, 2014 as required by the NYS DOH, extending the term of the agreement from January 1, 2015 through December 31, 2015, and increasing the amount of the agreement by an additional \$213,725, for a total contract amount not to exceed \$1,063,725 for the full period from January 1, 2011 through December 31, 2015; and

WHEREAS, Sufficient funding for the extension of and amendment to the agreement is provided for in the 2015 Adopted Budgets of the Department of Hospitals and the Department of Mental Health; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve the "execution of all contracts in excess of \$100,000 entered into by the County"; and

WHEREAS, The _____ Committee of the Legislature has met, considered and approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves the further extension of and amendment to the agreement in excess of \$100,000 with KPMG, LLP, 345 Park Avenue, New York, New York 10154, for an audit of the financial statements of Summit Park Hospital & Nursing Care Center as of and for the year ended December 31, 2014 as required by the New York State Department of Health, extending the term of the agreement from January 1, 2015 through December 31, 2015, and increasing the amount of the agreement by an additional \$213,725, for a total contract amount not to exceed \$1,063,725, for the full period from January 1, 2011 through December 31, 2015, and authorizes the County Executive to execute the extension/amendment to the agreement, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for the extension of and amendment to the agreement is provided for in the 2015 Adopted Budgets of the Department of Hospitals and the Department of Mental Health.

BB:lo
2015-01312
4/1/15

RESOLVED, That the Legislature of Rockland County hereby approves the agreement in excess of \$100,000 with Center for Safety and Change, Inc., 9 Johnsons Lane, New City, New York 10956, to provide non-residential domestic violence services to the residents of Rockland County in an amount not to exceed \$400,679 for the period from January 1, 2015 through December 31, 2015, and authorizes the County Executive to execute the agreement on behalf of the County, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funds for the agreement are provided for in the 2015 Adopted Budget of the Department of Social Services, A-DSS-6010-E5060.

BB:lo
2015-01115
4/7/15

DRAFT

DRAFT

WHEREAS, By Resolution No. 370 of 2014, the Rockland County Legislature approved an amendment to the agreement with Trex Planning Associates, 11655 State Route 26, P.O. Box 23, Ava, New York 13303, for an emergency medical service planning consultant to review and update the Mass Casualty Incident Plan and Mutual Aid Plan under RFP-RC-2012-021 in the additional amount of \$47,000 for the period from January 7, 2014 through January 6, 2015, with three (3) one (1) year options to renew, for a total amount not to exceed \$119,400 from the commencement date of January 7, 2013 through January 6, 2015; and

WHEREAS, The Director of Purchasing recommends that the County Executive and the Legislature of Rockland County approve an amendment and extension to the agreement with Trex Planning Associates, 11655 State Route 26, P.O. Box 23, Ava, New York 13303, for an emergency medical service planning consultant to review and update the Mass Casualty Incident Plan and Mutual Aid Plan under RFP-RC-2012-021 in the additional amount of \$70,800 for the period from January 7, 2015 through January 6, 2016, with two (2) remaining one (1) year options, for a total amount not to exceed \$190,200 from the commencement date of January 7, 2013 through January 6, 2016; and

WHEREAS, Sufficient funding for this amendment is provided for in the 2015 Adopted Budget, A-SHF-GS46-E4090; and

WHEREAS, Local Law No. 18 of 1996 provides for the Legislature to approve the "execution of all contracts in excess of \$100,000 entered into by the County"; and

WHEREAS, The Committees of this Legislature have met, considered and approved this resolution, now, therefore, be it

RESOLVED, That the Legislature of Rockland County hereby approves an amendment and extension to the agreement with Trex Planning Associates, 11655 State Route 26, P.O. Box 23, Ava, New York 13303, for an emergency medical service planning consultant to review and update the Mass Casualty Incident Plan and Mutual Aid Plan under RFP-RC-2012-021 in the additional amount of \$70,800 for the period from January 7, 2015 through January 6, 2016, with two (2) remaining one (1) year options, for a total amount not to exceed \$190,200 from the commencement date of January 7, 2013 through January 6, 2016 and authorizes its execution by the County Executive, subject to the approval of the County Attorney; and be it further

RESOLVED, That sufficient funding for this amendment is provided for in the 2015 Adopted Budget, A-SHF-GS46-E4090.

LHG:lo
2015-01356
4/7/15lo rev 4/20/15lo

RESOLVED, That the appointment of Michael D'Angelo to the temporary position of Transit Administrator in the Department of Public Transportation is hereby extended for a second period for an additional seventy-five (75) days from April 27, 2015 through July 11, 2015.

VWJ:lo
2015-01503
4/10/15

DRAFT