Budget, Finance, & Personnel

RESOLUTION NO. 2015070

RE: AUTHORING THE ACCEPTANCE OF A GRANT FROM THE DYSON FOUNDATION AND AMENDING THE 2015 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENTS OF HEALTH AND MENTAL HYGIENE (A.1430)

Legislators HORTON, FLESLAND, BOLNER, SAGLIANO, MICCIO, HUTCHINGS, KELSEY, and JETER-JACKSON offer the following and move its adoption:

WHEREAS, the Commissioner of Human Resources has advised that the Dyson Foundation has awarded a $40,000 grant to the Dutchess County for the recruitment of a Commissioner for the new merged Departments of Health and Mental Hygiene, and

WHEREAS, it is necessary for this Legislature to authorize the acceptance of the grant funds from the Dyson Foundation and to amend the 2015 Adopted County Budget to provide for the receipt and expenditure of said funds, now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive to accept the grant funds from the Dyson Foundation in connection with the above and further authorizes and empowers the County Executive to execute the grant agreement, proposal attached, as well as any amendments on behalf of the County of Dutchess, and be it

RESOLVED, that the Commissioner of Finance is authorized, empowered and directed to amend the 2015 Adopted County Budget as follows:

APPROPRIATIONS

Increase		
A.1430.4412	Grant Project Costs	$40,000

REVENUES

Increase		
A.1430.27050.04	Gifts and Donations	$40,000

CA-042-15
kvh G-0175-A 2/17/15
Fiscal Impact: See attached statement

STATE OF NEW YORK
ss:
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 9th day of March 2015, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 9th day of March 2015.

CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

☐ NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost $ 40,000

Total Current Year Revenue $ 40,000
and Source

The Dyson Foundation

Source of County Funds *(check one)*: ☐ Existing Appropriations, ☐ Contingency, ☐ Transfer of Existing Appropriations, ☑ Additional Appropriations, ☐ Other *(explain)*.

Identify Line Items(s):
4412 Grant Project Costs

Related Expenses: Amount $ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): $0
Over Five Years: $0

Additional Comments/Explanation:

Prepared by: Donna Lehnert, Human Resources

Dul.pdf

DYSON FOUNDATION

Project Support Grant Agreement DRAFT

Date of Agreement:	As of October 29, 2014
Grantee:	County of Dutchess
Purpose of Grant:	For the purpose of contracting with a qualified independent consultant to: conduct a search process to identify a candidate to lead the newly merged County Departments of Health and Mental Hygiene. Grant funds may also be used for costs related to the search process including candidate travel expenses.
Total Amount of Grant:	$40,000
Award Date:	June 24, 2014
Project Period:	November 1, 2014 through October 31, 2015
Payment Schedule:	$40,000 / Upon Receipt of Signed Grant Agreement

This grant is awarded by the Dyson Foundation subject to the following terms and conditions:

A. Grantee confirms that it is a governmental unit, department or agency of a political subdivision of New York State.

B. This grant may be used only for charitable and educational activities as described in section 170(c)(2)(B) of the Internal Revenue Code (the "Code"). While the Dyson Foundation understands that the Grantee may participate in the public policy process, consistent with its tax-exempt status, Grantee may not use any Dyson Foundation grant funds to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive. This grant must be used for the project identified above, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without the Dyson Foundation's prior written approval. Grantee accepts responsibility for complying with this agreement's terms and conditions and will exercise full control over the grant and the expenditure of grant funds.

C. The Dyson Foundation may request that Grantee return any unexpended grant funds remaining at the end of the project period.

D. Grantee will provide to the Dyson Foundation the following reports, according to the specified schedule:

Due Date	Type
ASAP	Executed Grant Agreement
12/31/2015 (or when available)	Financial Report ?
12/31/2015 (or when available)	Copy of the final report of the search firm

E. Grantee will provide promptly such additional information, reports and documents as the Dyson Foundation may request and will allow the Dyson Foundation and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications or program evaluations as may be deemed necessary by the Dyson Foundation.

F. Grantee will allow the Dyson Foundation to review and approve any text of any proposed press release or public domain media announcement concerning this grant prior to its release. If this grant is to be used for a film, video, book, or other such product, the Dyson Foundation reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as a funder of the product.

G. The Dyson Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds, if it, in the Dyson Foundation's sole discretion, such action is necessary: (1) because Grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of the Dyson Foundation; or (3) to comply with any law or regulation applicable to the Grantee, to the Dyson Foundation, or this grant.

This grant will be payable according to the above referenced payment schedule, after the Dyson Foundation receives a copy of this agreement reviewed and signed where indicated by an authorized officer of Grantee.. Grantee may wish to have this agreement reviewed by legal counsel.

On behalf of Grantee, I understand and agree to the foregoing terms and conditions of the Dyson Foundation's grant, and hereby certify my authority to execute this agreement on Grantee's behalf.

Signature:_____

Printed Name:_____

Title:_____ Date:_____