



Buildings & Grounds Committee

Committee Meeting

60 Central Ave.
Cortland, NY 13045
<http://www.cortland-co.org>

~ Minutes ~

Tuesday, November 2, 2021

9:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 9:00 AM by Chairman Beau Harbin

Attendee Name	Organization	Title	Status	Arrived
George Wagner	Cortland County, NY	Committee Member	Present	
Beau Harbin	Cortland County, NY	Chairman	Present	
Ann Homer	Cortland County, NY	Vice Chair	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Member	Remote	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Kevin Fitch	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Paul Heider	Cortland County, NY	Chair, Legislature	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Jack Hess	Cortland County, NY	Director, Information Technology	Present	
Thomas McGrath	Cortland County, NY	Deputy Director, Information Technology	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Remote	
Valerie Puma	Cortland Standard	Reporter	Remote	

MINUTES

1. Buildings & Grounds Committee - Committee Meeting - Oct 12, 2021 9:00 AM

RESULT:	ACCEPTED [6 TO 0]
MOVER:	Ann Homer, Vice Chair
SECONDER:	George Wagner, Committee Member
AYES:	Wagner, Harbin, Homer, Bischoff, Fitch, Nauseef
REMOTE:	Kelly L. Fairchild-Preston

ACTION ITEMS

1. Department of Information Technology Request for American Rescue Plan Funds

RESULT:	APPROVED [6 TO 0]
MOVER:	Ann Homer, Vice Chair
SECONDER:	Joseph Nauseef, Committee Member
AYES:	Wagner, Harbin, Homer, Bischoff, Fitch, Nauseef
REMOTE:	Kelly L. Fairchild-Preston

RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize Agreement for Network Assessment - Information Technology

RESULT:	APPROVED [6 TO 0]
	Next: 11/9/2021 10:00 AM
MOVER:	Ann Homer, Vice Chair
SECONDER:	Kevin Fitch, Committee Member
AYES:	Wagner, Harbin, Homer, Bischoff, Fitch, Nauseef
REMOTE:	Kelly L. Fairchild-Preston

ON MOTION OF HARBIN

RESOLUTION NO.

Authorize Agreement for Network Assessment - Information Technology

WHEREAS, quotes were requested for consulting services to evaluate Cortland County's network infrastructure, AND

WHEREAS, quotes were received from the following:

Company	Address	Amount
DRCS	7085 Manlius Center Rd., East Syracuse, NY 13057	\$5,400
Advizex	50 Square Dr., Suite 200, Victor, NY 14564	\$9,200
Dyntek	5241 California Ave., Suite 150, Irvine, CA 92617	\$16,500

, AND

WHEREAS, Advizex, 50 Square Dr., Suite 200, Victor, NY 14564 submitted the lowest responsible quote, NOW THEREFORE BE IT

RESOLVED, that Advizex, 50 Square Dr., Suite 200, Victor, NY 14564 is hereby awarded the contract to perform an evaluation of Cortland County's network infrastructure according to the terms laid out in the Scope of Work, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, subject to appropriation by the Legislature, is hereby authorized to enter into a contract with Advizex, 50 Square Dr., Suite 200, Victor, NY 14564 for an evaluation of Cortland County's network infrastructure.

MONTHLY REPORTS

1. Buildings and Grounds Activities and Budget Reports

RESULT:	COMPLETED
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2. IT Monthly Report - October

RESULT:	COMPLETED
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3. IT Monthly Budget Report - October

RESULT:	COMPLETED
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COMMITTEE APPROVAL

1. Authorize Buildings and Grounds Department to Implement Operation Greenlight in Cortland County

RESULT:	APPROVED [6 TO 0]
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Kevin Fitch, Committee Member
AYES:	Wagner, Harbin, Homer, Bischoff, Fitch, Nauseef
REMOTE:	Kelly L. Fairchild-Preston

ADJOURNMENT

The meeting was closed at 9:50 AM



Buildings & Grounds Committee

Committee Meeting

~ Minutes ~

60 Central Ave.
Cortland, NY 13045
<http://www.cortland-co.org>

1.1

Tuesday, October 12, 2021

9:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 9:00 AM by Chairman Beau Harbin

Attendee Name	Organization	Title	Status	Arrived
George Wagner	Cortland County, NY	Committee Member	Present	
Beau Harbin	Cortland County, NY	Chairman	Present	
Ann Homer	Cortland County, NY	Vice Chair	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Member	Remote	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Kevin Fitch	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Excused	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Paul Heider	Cortland County, NY	Chair, Legislature	Present	
Jack Hess	Cortland County, NY	Director, Information Technology	Present	
Charles Miller	Cortland County, NY	Superintendent Buildings and Grounds	Present	
Thomas McGrath	Cortland County, NY	Deputy Director, Information Technology	Present	
John Banewicz	Cortland County, NY	County Treasurer	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Valerie Puma	Cortland Standard	Reporter	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Remote	

Minutes Acceptance: Minutes of Oct 12, 2021 9:00 AM (MINUTES)

MINUTES

1. Buildings & Grounds Committee - Committee Meeting - Sep 7, 2021 9:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ann Homer, Vice Chair
SECONDER:	Kevin Fitch, Committee Member
AYES:	Wagner, Harbin, Homer, Fairchild-Preston, Bischoff, Fitch, Nauseef

RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize Agreement with Sixth Judicial District for Court Cleaning & Maintenance Services - Buildings & Grounds Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/19/2021 10:00 AM
MOVER:	Ann Homer, Vice Chair
SECONDER:	George Wagner, Committee Member
AYES:	Wagner, Harbin, Homer, Fairchild-Preston, Bischoff, Fitch
EXCUSED:	Joseph Nauseef

ON MOTION OF HARBIN**RESOLUTION NO.**

Authorize Agreement with Sixth Judicial District for Court Cleaning & Maintenance Services - Buildings & Grounds Department

WHEREAS, 1995 New York State Legislation, Senate Bill # 4428-b, allowed for changes in Section 39-b of the Judiciary Law and amends Sections 54-j and 94920 of the State Finance Law, affecting the Maintenance & Operating procedure for the New York State Unified Court System's 6th Judicial Court District as it relates to Cortland County, AND

WHEREAS, the New York State Unified Court System 6th Judicial District has presented an agreement to the County covering the period of April 1, 2018 through May 31, 2023, AND

WHEREAS, the New York State Unified Court System 6th Judicial District has submitted an annual contract renewal letter dated 9/21/21, which reflects a 2021-2022 Budget amount of \$308,193.00, which is budgeted under account #A162043.43021, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator, upon review of the County Attorney or designee, to execute the proposed renewal agreement presented by the New York State Unified Court System, Sixth Jurisdiction.

DISCUSSION ITEMS

1. County Office Building Entryway Dedication Plaque

RESULT:	COMPLETED
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MONTHLY REPORTS

1. Buildings and Grounds Monthly Reports

RESULT:	COMPLETED
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2. Information Technology Monthly Reports

RESULT:	COMPLETED
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ADJOURNMENT

The meeting was closed at 9:49 AM



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Information
Technology

CORTLAND COUNTY

Jack Hess
Director

Tom McGrath
Deputy Director

September 15, 2021

Request for American Rescue Plan Act Funds

Purpose: Information Technology is requesting funds to bolster the county's IT infrastructure in four areas: server refresh, backup, security and recovery. To expedite the implementation and adoption of the requested equipment and software funds are being requested for external consulting expertise.

Server Refresh:

The county is operating on a mixture of Microsoft Windows Server versions from v2008 to v2019, with v2019 being the most current. This line item would replace older servers and older versions of the operating system with new hardware and v2019

Backup:

The county currently relies on a hybrid disk and tape technology solution that is rapidly approaching the limits of what they are capable of in terms of the volume of data that is required to be backed up.

Security:

The county has received funding from NYSDHSES and NYSBOE to address cyber security shortcoming that have been identified in two different reviews (BOE September of 2018 and DHSES, November of 2018). While these funds provided a good start there are still areas of concern that need to be addressed. One of those areas is to replace outdated security versions such as Transport Layer Security (TLS) 1.1 and 1.2. Another identified area is removal of older Server Message Block (SMB) protocol versions. For these two areas outside expertise would be required.

Recovery:

IT's foremost priority is to prevent service interruptions and failing that to recovery as quickly as possible. The requested funds would be used to create an environment where failovers can happen as seamlessly as possible. This would involve a combination of hardware (synchronously replicated Storage Area Network (SAN) devices) and software (VMware Enterprise).

Budget:

Hardware:

SAN – 22TB:	\$85,000
Server Refresh:	\$32,500
Disk to disk backup solution:	\$30,000
10GB network backbone for backups:	\$25,000
Switch refresh:	\$80,000

Software:

VMware Enterprise licensing:	\$80,000
Server licenses:	\$2,500

Consulting:

SAN configuration:	\$10,000
VMware configuration:	\$10,000
Security remediation:	\$13,000
Network redundancy (based on independent network audit remediation suggestions):	\$40,000

\$408,000

Attachment: Request for ARP Funds - 09152021 (10063 : Department of Information Technology Request for American Rescue Plan Funds)

County of Cortland

Network Health Check

Prepared For:
Thomas McGrath
(607) 428-5441

PROFESSIONAL SERVICES STATEMENT OF WORK



Prepared By:
Jeff Morton
jmorton@advizex.com

Sales Executive:
Devon Fikes

Document Version: 1.1
Creation Date: August 12, 2021
Revision Date: August 26, 2021
SOW Identifier: SOW-Cortland-Network Health Check-20210812

Table of Contents

BUSINESS OBJECTIVES.....	3
SCOPE	3
NETWORK HEALTH CHECK	3
<i>Layer 1 (Device Discovery).....</i>	<i>3</i>
<i>Layer 2.....</i>	<i>3</i>
<i>Layer 3.....</i>	<i>4</i>
<i>Firewall Review</i>	<i>4</i>
<i>Barracuda Load Balancer Review.....</i>	<i>4</i>
SUMMARY OF PROJECT DOCUMENTATION	4
NETWORK HEALTH CHECK DOCUMENTATION	4
<i>Device Discovery.....</i>	<i>4</i>
<i>Layer 2.....</i>	<i>4</i>
<i>Layer 3.....</i>	<i>4</i>
<i>Firewall Review</i>	<i>4</i>
<i>Barracuda Load Balancer Review.....</i>	<i>5</i>
<i>Document Compilation and Review</i>	<i>5</i>
<i>Executive Summary Deck</i>	<i>5</i>
CUSTOMER RESPONSIBILITIES.....	5
OUT OF SCOPE	5
ASSUMPTIONS	6
CHANGE MANAGEMENT PROCESS.....	6
PRICING	7
ACCEPTANCE CRITERIA	7
STATEMENT OF WORK ACCEPTANCE	8
DOCUMENT CONTROL INFORMATION	9

The Statement of Work (SOW) is governed by and incorporates **by reference, the terms and conditions of the Master Services Agreement (the “Agreement”) Group 73600 - PROJECT BASED INFORMATION TECHNOLOGY CONSULTING SERVICES Contract # PB051AA** entered into by and between County of Cortland (“Customer”) and Advizex Technologies, LLC (“Advizex”), to which this SOW is an Exhibit and into which this SOW is incorporated by reference. In the event of any conflict, the terms and condition of this SOW will govern related to the subject matter herein.

Business Objectives

Customer is requesting services to perform a health check of their current network infrastructure to determine if there are any misconfigurations or other areas of risk. The outcome of the network health check will be a document containing network device information, configuration, and design, along with areas of risk and recommendations for improvement that will determine a course of action to get the network to its desired future state. A remediation report and an executive slide deck will be provided at the conclusion of the engagement.

Scope

Network Health Check

Layer 1 (Device Discovery)

Device discovery will encompass a review of the network infrastructure at the data center and remote locations. During this phase a list of network device models from the DC and remote locations (up to two core routers/switches, up to 85 access switches, and up to two firewalls) along with their serial numbers, firmware version, and end-of-life/support information, will be compiled for inventory and future reference. Configurations will be gathered from each device and analyzed. Interface errors, duplex issues, and other Layer 1 findings and recommendations, including the devices and firmware that will soon be unsupported, will be the result of this phase. Device discovery will be performed by an onsite resource to take pictures and remotely by an Advizex engineering consultant. See other exclusions and assumptions below.

Layer 2

The Layer 2 health check phase will include a review of VLAN usage (name and number), a review of spanning-tree configuration and best practices, and a review of redundancy for links (*e.g., Port-Channel, MLAG*) and gateways (*e.g., HSRP, VRRP*). Summary findings and recommendations for Layer 2 design will be included in the final deliverables presented at the end of the health check.

Layer 3

A review of routing at the data center will assess the following routing protocols (Static, OSPF, BGP). Specific focus will also take place on any static routes that can be converted to dynamic (OSPF) routes.

Firewall Review

Firewalls will be reviewed from a Layer 3 connectivity standpoint. Layer 4-7 will not be considered as part of this health check. A Best Practice Analysis (BPA), a Palo Alto Networks Tool, will be run against two Palo Alto firewalls. These will be included in the remediation report presented at the end of the health check.

Barracuda Load Balancer Review

Load Balancers will be reviewed from a Layer 1 and Layer 2 standpoint only. Connectivity between the units and the network switches will be validated and documented. Devices will not be accessed or assessed for any functional capabilities.

Summary of Project Documentation

Network Health Check Documentation

Device Discovery

- List device model, serial#, firmware, EOL/EOS
- Interface Errors
- Summary findings and Recommendations

Layer 2

- VLANs list
- FHRP chart
- Port-Channel/MLAG – issues/errors/misconfigurations
- Summary findings and Recommendations

Layer 3

- Firewall Layer 3 Review
- Summary findings and Recommendations

Firewall Review

- Palo Alto Best Practice Analysis Documentation
- Future DMZ Consideration
- Summary findings and Recommendations

Barracuda Load Balancer Review

- L1/L2 connectivity Only

Document Compilation and Review

- Compilation of above deliverables
- Word Document Format

Executive Summary Deck

- Highlights of the findings
- Critical Path Items
- Prioritized Recommendations
- PowerPoint Document Format

Customer Responsibilities

Customer will:

1. Provide a single point-of-contact to facilitate this engagement and provide timely feedback to requests made during the project.
2. Provide access to the necessary subject matter experts and application expertise.
3. Provide the connectivity access and credentials necessary for consultants to perform their tasks.
4. Assure the accuracy and completeness of data provided to Advizex to deliver this engagement. Advizex may review or validate said information but is not responsible for gathering it unless defined in the Scope section.
5. Provide timely access to staff, facilities, data, documentation, and infrastructure is required to complete this engagement within the estimated timeframe outlined in the Timeframe section.

Out of Scope

The following services are excluded from this Statement of Work:

1. Barracuda Load Balancer L3-L7 configurations.
2. Layer7 firewall rules.
3. VPN Configuration review.
4. Configuration changes.
5. Wireless review.
6. Construction or delivery of any education curriculum, unless otherwise defined above.
7. Design or development of any custom software solutions, including scripting.
8. Delivery of financial assessments or corresponding impact analysis.
9. Any responsibility for the ongoing configuration, management, or maintenance of any hardware, software, or systems involved in this Statement of Work.

If Customer requests any services not included in the Scope section above, Customer may initiate a project change request pursuant to the Change Management Process section.

Assumptions

The timelines and costs listed in this SOW are predicated upon the following assumptions:

1. Up to 85 switches/routers will be reviewed.
2. Up to 1 HA pair of Palo Alto firewalls will be reviewed.
3. Up to 1 HA pair of Barracuda Load Balancers will be reviewed.
4. Only one location to be visited (Data Center)
5. Services herein will be provided during normal business hours (8am-5pm local time) unless stated above or agreed to in advance by both parties.

Change Management Process

All changes to services contracted for performance under this statement of work shall be modified through the following project change request (PCR) procedure. Either party may initiate a PCR by submitting to the other party, in writing, a proposed revision to the statement of work describing in reasonable detail the change requested.

Any such proposed change shall become effective, and such changes shall be deemed to modify the Statement of Work and all other related documents and obligations, only upon execution by the authorized representatives of the respective Parties.

Pricing

Services provided in this engagement are provided on a fixed-fee basis.

Customer will be billed upon the completion of the milestones as noted in the table below.

#	MILESTONE DESCRIPTION	AMOUNT
1	Fully Executed Statement of Work	\$3,200.00
2	Delivery of Network Health Check Documents	\$6,000.00
	Project Total	\$9,200.00

Travel Expenses:

Project travel-related expenses will be billed to Customer at actual cost, but no travel expenses are expected.

Notes:

- The price quoted in this SOW is valid for a period of 90 days from the Creation Date listed on this document's cover page.
- A signed Statement of Work and purchase order, if applicable, are required prior to project commencement.
- Advizex requires a minimum of ten business days from the date of this Statement of Work being fully executed to staff the project.

Acceptance Criteria

Advizex will provide Customer a Milestone Completion Form ("MCF") indicating completion of the specific milestone (services or timeframe) as identified in the Scope and Investment sections of this Statement of Work.

Once the MCF is provided to Customer, Customer agrees to one of three response options:

- Customer accepts successful completion of the Milestone by signing and returning the MCF.
- Customer agrees that no response within five (5) business days of the MCF will indicate acceptance.
- Customer provides a written rejection document within five (5) business days detailing the specifics of the rejection.

Statement of Work Acceptance

All parties hereby acknowledge that they have read and understand this Statement of Work and all attachments thereof and agree to all terms and conditions stated herein.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement as of the date below:

Advizex Technologies LLC

County of Cortland

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Document Control Information

REVISION HISTORY:

Date	Version	Change Description	Author	Reviewer
8/12/2021	1.0	Initial Draft	Jeff Morton	Customer
8/26/2021	1.1	Inclusion of Barracuda LBs	Matt Wenger	



DYNTEK

DYNAMIC TECHNOLOGY SOLUTIONS

We have prepared a quote for you

Cortland County - Network Assessment

QUOTE #003691 V1

PREPARED FOR

Cortland County

PREPARED BY

Jamie Johnson

>> Summary of Services

Professional Services Request

This Statement of Work (SOW) is intended as a response to a request made to DynTek Services, Inc. (DynTek) by Cortland County ("Client"). The information contained herein was developed based on an interpretation of requirements identified by Client. If any discrepancies to Client's original request arise, or modifications be made, DynTek reserves the right to modify its SOW with a mutually agreed Change Order. The data in this SOW will not be disclosed outside the Client's organization, and will not be duplicated, used, nor disclosed, in whole nor in part, for any purposes other than to evaluate the SOW. If a contract is awarded to DynTek as a result of, or in connection with, the submission of this SOW, Client will have the right to duplicate, use, or disclose the data to the extent provided by the contract within their organization. This restriction does not limit the right of Client to use information contained in this document, if it is obtained from another source without restriction.

The information in this SOW is valid as of **08/02/2021**, and this proposal is valid for 90 days from that date, after which a new SOW may be required.

The services requested require **Survey and Evaluation** support. If additional types of service are required, change control will apply.

The services will be delivered via **Hybrid (On-site and Remote)** resources. In the event that a change to the all on-site all remote or hybrid services is required, change control will apply.

The services have been assigned a governance tier of **Full Project Management**. Details on services included at this tier are included in this SOW.

Client Contact: Tom McGrath

Client Contact Email: tmcgrath@cortland-co.org

Client Contact Phone: (607) 428-5441

DynTek Account Executive: Jamie Johnson

DynTek Account Executive Phone: (518) 207-3412

DynTek Inside Sales Rep: Jamie Ratcliff - Jamie.ratcliff@dyntek.com - (949) 271-6753

DynTek Principal Architect: Christopher Scotto - christopher.scotto@dyntek.com - (646)205-4754

>> Executive Summary

Cortland County has requested assistance from DynTek to perform a discovery and analysis of the existing network infrastructure in order to provide recommendations for improvement based on industry recognized best practices. This Statement of Work will outline the specifics of this request.

>> Scope of Services

In Scope

Below is a list of the tasks to be performed during this service request:

- Perform a high-level discovery and analysis of the campus LAN/WAN environment at Cortland County with a focus on industry-wide design best practices, and future growth (future DR site)
- 1 – 2 days on-site, the rest will be remote
- Physical inspection of the MDF closet at 60 Central Avenue, Cortland, NY 13045
- Review of current state network documentation
- LLDP crawl of the full campus switching infrastructure from the core out (approx. 85 HP switches at 5 locations) order to discover the switch inventory, physical topology, uplinks and port count.
- Identify all critical single points of failure on LAN/WAN interfaces from core switch outbound to internet
- Uncover discrepancies between the findings of the discovery and current network documentation (documentation may be inaccurate)
- Analyze current switch configurations (on a small subset of switches) to formulate recommendations for best practices
- Analysis of WAN connections between (5) sites, all layer 2 today
- Analysis of current routing design
- Based on the data gathered throughout the discovery and analysis, DynTek will author a document with industry wide best-practice network design recommendations to remedy any weaknesses discovered. This will include:
 - Redundancy
 - Management & Monitoring
 - Performance
 - Future Growth / Scalability
 - Switch configuration best-practices
 - Discrepancies between the discovery findings and current network documentation
 - Spanning-Tree (Currently disabled)
 - Routing Design
- Project Management services throughout the entire engagement

Out of Scope

DynTek will not be responsible for conducting any work not explicitly defined in this SOW. Examples of out of scope tasks are listed below:

- Remediating issues found in the Client network or implementing any changes to the network (i.e. change firewall rules)
- Configuration or remediation of user workstations
- Installation, troubleshooting, or physical remediation of Wireless Access Points or RF based wireless network connectivity issues
- Implementation, configuration, and remediation of client provisioned PKI infrastructure. This includes certificate deployment and revocation processes
- Any structural or logical remediation tasks necessary to ensure success of the solution
- Purchasing of SSL certificates
- Analysis of Servers, Storage, VMWare, VoIP, Wireless, Cloud
- Discovery of EoL devices
- Discovery of current firmware versions
- Security audit
- Configuration analysis of Firewalls and Load Balancers
- Network Documentation
- Knowledge transfer is focused on providing details specific to this environment and is never a substitute for authorized training by an Authorized Learning Center, such as DynTek. Contact your DynTek account representative for more information about authorized training classes

If any of the above examples of excluded services are required, change control will apply and an increase to the total services fees may apply.

>> Assumptions

Assumptions

Client Project Lead: Client will appoint a project lead that is an employee of Client. The project lead will have authority and responsibility to make final decisions about the system including scope, audience, functionality and deliverables and project sign-off. They will have in hand detailed current state information on the WAN, LAN, and overall network configuration aspects, or access to additional personnel or resources that do.

Communication: Questions from DynTek to Client will be answered by Client within one (8 hour) business day.

System/Access Prerequisites: Client asserts that the general server, network, and IT infrastructure is stable and able to support this project as described in this SOW. DynTek consultants will be provided with necessary security access to networking systems and facilities during the performance of the professional services. For onsite consultants, any Client delays due to configuration specifications, hardware availability, or facility access are subject to change orders as billable delays.

Workspace: Client shall provide a working space, including necessary utilities, electrical power, test data files/forms to accomplish tasks associated with this SOW. Client will supply office space, office supplies, computer equipment, telephone, applicable regulations, manuals, texts, briefs, internet access and other materials associated with the project and the hardware/software noted in this SOW, as required.

Licensing: All software supplied by Client to be installed in any environment used for this engagement has been legally obtained and fully licensed for each user and server and is in compliance with all applicable laws and vendor requirements. DynTek is not responsible for product related defects and assumes that bugs in manufacturer software, hardware, specifications, design, etc. are the responsibility of that manufacturer.

Travel: Travel expenses to/from the primary work location are included in the cost of services. DynTek utilizes an industry standard for projects that require overnight travel. When needed, the delivery team will arrive on-site at the designated start time the first day of the week, remain on-site until the end of the workday the fourth day, and work remotely on the fifth day.

Health Safety: Client must meet at least the minimum level of employee health and safety specifications in accordance with in-country legislation requirements. Client will provide DynTek with a copy of their health and safety policy prior to a site activity taking place and, if applicable, notify DynTek of any Personal Protective Equipment ("PPE") required prior to the commencement of any services. Client must provide a single point of contact for any health and safety issues related to individual site(s).

Additional Project Assumptions:

>> Governance Tier

Project Management

The DynTek Project Manager is responsible for overall project timeline, scope, budget management, resource scheduling/tracking, communication planning and execution. A project plan (format and complexity dependent on scope) developed and managed. The Project Manager is the single point of contact for the project.

Escalation Path – The DynTek PMO Director is the escalation point for any project concerns or issues that may be unresolved.

Deliverables and Expectations:

- Project Kickoff via (Onsite/Remote)
- Communication plan; contact data - Project Delivery Team
- Working Calls as required
- Regular Status Meetings and Reporting
- Agenda, Meeting Minutes, & Risk, Issue & Action Item Tracking
- Deliverable/Milestone Tracking
- Scope/Budget Management
- Change Order Management
- Resource Scheduling & Oversight
- Management and Coordination of 3rd Party Vendors
- Project Documentation (if required) via Electronic Delivery
- Project Closeout meeting via (Onsite/Remote)

>> Fee Structure

This project is being offered as a **Time & Materials** engagement. The investment table below outlines the estimated hours for each phase, the agreed upon hourly rate, and the total Client investment. Hours for each phase are estimates and available hours may shift to other phases as needed. Any manufacturer investment is specified and explained. Additionally, recurring and one-time licenses are presented.

>> Payment Structure

DynTek will provide written notification upon completion of the Services to Client. The Client shall, within three (3) Business Days of receipt of such notification, provide written acknowledgement of DynTek's completion of the Services. Client's failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the three (3) Business Day period signifies Client's acceptance of completion of the Services in accordance with this SOW.

DynTek will submit invoices to Client upon completion for the Services furnished and any reasonable, pre-approved expense incurred hereunder during the Services execution period; Client shall make payment to DynTek within thirty (30) days after receipt of invoice. The invoice shall provide a breakdown and distribution of charges by name of individual and applicable expenses. If Client disputes an invoice amount, Client shall notify DynTek immediately and remit the uncontested amount.

Service Fees

Description		Price	Qty	Ext. Pri
PS-PM-I	Project Management - Project Manager responsible for overall project timeline, scope and budget management	\$200.00	15	\$3,000.00
PS-SVC-I	Project Consultant Hourly	\$225.00	60	\$13,500.00
Subtotal:				\$16,500.00

>> MSA Clause

Terms of Engagement: These Terms and Conditions of Engagement replace all previous representations or understandings for services to be performed unless superseded by state contract, written purchase order requirements, a signed Master Services Agreement.

>> General Terms and Conditions

Terms of Engagement: These Terms and Conditions of Engagement ("Terms") shall apply to all services ("Services") performed by DynTek Services, Inc. ("DynTek") for client named below ("Client") unless these Terms are superseded by a signed Master Services Agreement between DynTek and Client. These Terms shall also be subject to any written purchase order or state or federal contract applicable to the Services.

Scope of Work: DynTek hereby agrees to provide Services to Client as set forth in any statement of work executed by both DynTek and Client or any quote issued by DynTek and signed by Client without regard to whether it has been signed by DynTek ("SOW").

Terms of Service: DynTek agrees to comply with all reasonable written requirements related to security, regulatory compliance, health and safety, privacy, confidentiality that are provided to DynTek by Client. DynTek shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services and shall obtain all governmental permits, licenses, and consents that are required to perform the Services. DynTek employees and subcontractors, when working on premises of Client or at their own office, shall observe the working hours, working rules, and holiday policy of Client. Client shall have the right to put in place such restrictions on access to its premises and computer network as it deems necessary in its sole discretion in order to safeguard its Confidential Information (as defined below) and DynTek shall require its employees and subcontractors to abide by such access restrictions. DynTek shall, if requested by Client, at Client's sole expense obtain a background check on each DynTek employee and subcontractor who will enter Client's premises or otherwise have access to Client's computer network. If Client requires a background check, DynTek will not allow an employee or subcontractor to enter Client's premises or have access to Client's computer network unless Client is satisfied in its sole discretion with the results of the background check.

If Client reasonably requests that an individual DynTek employee or subcontractor cease providing Services to Client, DynTek shall comply with such request. In such event, Client shall provide two-weeks advanced written notice to DynTek unless the circumstances dictate a shorter notice period. DynTek shall use reasonable commercial efforts to promptly replace any DynTek employee or subcontractor removed at Client's request. If DynTek is not able to replace such employee or subcontractor within five (5) business days after the employee or subcontractor is removed, Client shall have the right to terminate the portion of the SOW applicable to such removed employee or subcontractor by providing written notice to DynTek, provided that Client shall pay DynTek for all Services performed prior to the date of termination. If any DynTek employee or subcontractor fails to perform in accordance with Client's work site policies or the applicable SOW and is removed by DynTek at Client's request, DynTek shall provide a credit to Client of one (1) project daily rate for such non-performance. Subject to the limited warranty provided below, this credit shall be DynTek's sole obligation to Client with respect to a DynTek employee or subcontractor who fails to perform in accordance with Client's work site policies or applicable SOW.

Overtime and Holiday Pay: If Client directs DynTek's employees or subcontractors to work more than eight hours per day or on holidays, Client shall pay additional compensation to DynTek for overtime or holiday pay, as appropriate. If DynTek and Client have not agreed to a fee schedule for overtime and holiday pay, they shall negotiate in good faith an appropriate fee schedule.

Fees, Billing and Payment: In consideration of the Services provided by DynTek, Client agrees to pay DynTek the fees and expenses set forth in each SOW. DynTek shall issue invoices to Client pursuant to the timetable described in the SOW or, if no billing timetable is in the SOW, on such basis as DynTek shall determine. Client shall pay each invoice within thirty (30) days of the invoice date. Any amounts not paid by Client when due shall be subject to interest charges, from the date due until paid, at a rate of one and one-half percent (1.5%) per month or the highest interest rate allowable by law (whichever is less). If any amount due to DynTek from Client becomes past due for any reason, DynTek may at its option withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of DynTek's obligations under these Terms or any SOW.

Termination: Client may terminate any SOW without cause and without penalty upon written notice to DynTek when notice is received no later than 7 days prior to the first day on which Services are to be provided under the SOW. Either party may terminate an SOW if the other party is in material breach of the SOW or these Terms and such breach remains uncured: (i) in the event of a monetary breach, seven (7) days after written notice of breach is delivered to the other party and (ii) in the event of a non-monetary breach, fourteen (14) days after written notice of breach is delivered to the other party. Any such termination shall be in addition to any other remedies that may be available to the non-breaching party. DynTek agrees that upon completion or termination of a SOW, and without regard to whether the Services have been fully completed, DynTek shall promptly deliver to Client one copy of all notebooks, data, information, and other material acquired or compiled by DynTek in respect to the Services, including any source code, object code, and technical documentation, upon payment by Client of all undisputed invoices for all Services performed prior to completion or termination.

Confidential Information and Data Security: The parties acknowledge that during the course of DynTek providing Services to Client one party may disclose Confidential Information to the other party. The party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party." Confidential Information shall mean all information disclosed by the Disclosing Party to the Receiving Party which is non-public, either proprietary or confidential in nature and related to the Disclosing Party's business or other activities including, but not limited to, information relating to the Disclosing Party's trade secrets, business plans, products, services, advertising, financial records, suppliers, vendors, innovations, fees, customers, technology, contracts, inventions, intellectual property, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, and operating results.

The Receiving Party shall maintain the Confidential Information in strict confidence and limit disclosure to its employees, subcontractors, consultants, and representatives who have a need to know such information in connection with the Services provided to Client by DynTek. The Receiving Party shall only use Confidential Information in connection with the Receiving Party's business relationship with the Disclosing Party and shall not use the Confidential Information for any other purpose or disclose it to any third party. The Receiving Party's obligations to protect the Confidential Information will survive for three (3) years after the termination or completion of the SOW under which the Confidential Information was disclosed by the Disclosing Party. These confidentiality obligations shall not apply to any information which: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party, (ii) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party, (iii) is developed by the Receiving Party independently of any Confidential Information it receives from the Disclosing Party.

Party, or (iv) the Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal contractual obligation to the Disclosing Party. If the Receiving Party is confronted with legal action to disclose Confidential Information it shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief if deemed appropriate. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information that its legal counsel advises must be disclosed. All Confidential Information shall remain the property of the Disclosing Party. All copies of Confidential Information shall be returned to the Disclosing Party, or at the option of the Disclosing Party destroyed, promptly upon the Disclosing Party's request.

To the extent DynTek stores any of Client's Confidential Information on DynTek's network or systems, DynTek shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of such Confidential Information.

Limited Warranty and Limitation of Liability: The Services to be performed hereunder are in the nature of professional technology services and advice. DynTek warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices. DynTek does not warrant the results or achievements of the Services provided or the resulting work product and deliverables. DynTek warrants that it has current title, or up to date licenses, to any software it uses in connection with providing the Services or sells or otherwise provides to Client ("Software"), and that the Software will be free of viruses. DynTek does not provide any other warranty regarding the Software or any equipment installed or supplied by DynTek. DynTek hereby assigns to Client all of DynTek's rights, if any, in any warranties provided by the manufacturer such Software or equipment. Client's sole and exclusive remedy for breach of the warranties set forth above is reperformance of the Services in question, or at DynTek's sole discretion, refund of any amounts paid by Client for such Services and, in respect to Software that is found to have a virus, replacement of the Software, or at DynTek's sole discretion, refund of any amounts paid by Client for such Software.

THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT, DELIVERABLES, SOFTWARE OR EQUIPMENT PROVIDED TO CLIENT BY DYNTek, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. DYNTek DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. IN NO EVENT SHALL DYNTek BE LIABLE TO CLIENT UNDER THESE TERMS OR ANY SOW FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF DATA, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. EXCEPT WITH RESPECT TO DYNTek'S INDEMNIFICATION OBLIGATION UNDER THESE TERMS, DYNTek'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES OR ANY SOFTWARE OR EQUIPMENT PROVIDED BY DYNTek SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO DYNTek FOR THE SERVICES, SOFTWARE OR EQUIPMENT GIVING RISE TO THE CLAIM.

Business Ethics: DynTek agrees not to make, or promise or offer to make, payments in the form of money, property, services or otherwise, whether directly or indirectly to any agency, official, employee or representative of any government or political party, with the intended purpose of influencing the recipient thereof to give favorable treatment or competitive advantage to the Client or DynTek. This section does not prohibit normal discounts and allowances, sales promotion activities and the extension of services and other customary courtesies made in the ordinary course of business.

Indemnification: DynTek shall indemnify, defend and hold Client harmless from and against any and all claims, actions, liabilities, obligations, fines, damages, losses, demands, recoveries, deficiencies, costs or expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Client as a direct result of DynTek's fraud, gross negligence, or willful misconduct, or (b) a claim by a third party that the Services infringe upon such third party's intellectual property rights.

Insurance: At all times during which DynTek is providing Services to Client, DynTek shall secure and maintain at its own expense commercially adequate insurance coverage and shall provide a certificate of insurance to Client upon request.

Attorneys' Fees: In the event of any breach of these Terms or any SOW, or dispute with respect to matters arising hereunder or thereunder, the prevailing party shall be entitled to recover from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection with such breach or dispute.

Independent Contractor Status: The relationship of the parties hereto is that of independent contractors. Nothing in these Terms or any SOW, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties between one party and the other party's employees, subcontractors, or agents.

Force Majeure: Neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused directly or indirectly, by fire, flood, earthquake, elements of nature or other acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States; viruses or pandemics; strikes, lockouts, or labor difficulties; or any other similar causes beyond the reasonable control of such party that could not have been prevented by reasonable precautions.

Miscellaneous: These Terms and the SOWs may not be amended or modified except on the written agreement of the parties. No party shall have the right to assign these Terms or any SOW, or any of its rights or obligations hereunder or thereunder, without first obtaining the prior written consent of the other party. These Terms shall supersede all agreements, whether written or oral, previously made between the parties relating to the subject matter hereof. These Terms and each SOW may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same agreement. Except as otherwise provided herein or in any SOW, these Terms and each SOW shall be binding upon, and inure to the benefit of, the parties hereto and the respective heirs, successors and permitted assigns. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein or in any SOW may be waived by the other party, but any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver or estoppel with respect to any subsequent or future failure. If any one or more of the provisions or parts of a provision contained in these Terms or any SOW shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions or parts of these Terms or the SOW and the remaining provisions shall continue in full force and effect.

Main: 949.271.6700
Email: jamie.johnson@dyntek.com
Web: www.dyntek.com
Tax ID: 13-4067484



3.1.b

Governing Law: The laws of the State of New York shall govern the validity, construction, performance, and enforcement of these Terms and all SOWs unless otherwise provided in a written purchase order or signed Master Services Agreement between DynTek and Client.

Attachment: SOW-Cortland County-Network Health Check-20210812 (10010 : Authorize Agreement for Network Assessment - Information

Cortland County - Network Assessment

Prepared by:

DynTek Services, Inc.

Jamie Johnson
5241 California Avenue
Suite 150
Irvine, CA 92617
(518) 207-3412
jamie.johnson@dyntek.com

Prepared for:

Cortland County

60 Central Ave
Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Quote Information:

Quote #: 003691

Version: 1

Quote Date: 08/12/2021

Expiration Date: 08/31/2021

Bill To:

Cortland County

60 Central Ave
Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Ship To:

Cortland County

60 Central Ave
Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Quote Summary

Description	Amount
Service Fees	\$16,500.00
Total:	\$16,500.00

DynTek Services, Inc.

Signature: _____

Name: Jamie Johnson

Title: _____

Date: 08/12/2021

Cortland County

Signature: _____

Name: Tom McGrath

Date: _____



DYNTEK

DYNAMIC TECHNOLOGY SOLUTIONS

We have prepared a quote for you

Cortland County - Network Assessment

QUOTE #003691 V1

PREPARED FOR

Cortland County

PREPARED BY

Jamie Johnson

>> Summary of Services

Professional Services Request

This Statement of Work (SOW) is intended as a response to a request made to DynTek Services, Inc. (DynTek) by Cortland County ("Client"). The information contained herein was developed based on an interpretation of requirements identified by Client. If any discrepancies to Client's original request arise, or modifications be made, DynTek reserves the right to modify its SOW with a mutually agreed Change Order. The data in this SOW will not be disclosed outside the Client's organization, and will not be duplicated, used, nor disclosed, in whole nor in part, for any purposes other than to evaluate the SOW. If a contract is awarded to DynTek as a result of, or in connection with, the submission of this SOW, Client will have the right to duplicate, use, or disclose the data to the extent provided by the contract within their organization. This restriction does not limit the right of Client to use information contained in this document, if it is obtained from another source without restriction.

The information in this SOW is valid as of **08/02/2021**, and this proposal is valid for 90 days from that date, after which a new SOW may be required.

The services requested require **Survey and Evaluation** support. If additional types of service are required, change control will apply.

The services will be delivered via **Hybrid (On-site and Remote)** resources. In the event that a change to the all on-site all remote or hybrid services is required, change control will apply.

The services have been assigned a governance tier of **Full Project Management**. Details on services included at this tier are included in this SOW.

Client Contact: Tom McGrath

Client Contact Email: tmcgrath@cortland-co.org

Client Contact Phone: (607) 428-5441

DynTek Account Executive: Jamie Johnson

DynTek Account Executive Phone: (518) 207-3412

DynTek Inside Sales Rep: Jamie Ratcliff - Jamie.ratcliff@dyntek.com - (949) 271-6753

DynTek Principal Architect: Christopher Scotto - christopher.scotto@dyntek.com - (646)205-4754

>> Executive Summary

Cortland County has requested assistance from DynTek to perform a discovery and analysis of the existing network infrastructure in order to provide recommendations for improvement based on industry recognized best practices. This Statement of Work will outline the specifics of this request.

>> Scope of Services

In Scope

Below is a list of the tasks to be performed during this service request:

- Perform a high-level discovery and analysis of the campus LAN/WAN environment at Cortland County with a focus on industry-wide design best practices, and future growth (future DR site)
- 1 – 2 days on-site, the rest will be remote
- Physical inspection of the MDF closet at 60 Central Avenue, Cortland, NY 13045
- Review of current state network documentation
- LLDP crawl of the full campus switching infrastructure from the core out (approx. 85 HP switches at 5 locations) order to discover the switch inventory, physical topology, uplinks and port count.
- Identify all critical single points of failure on LAN/WAN interfaces from core switch outbound to internet
- Uncover discrepancies between the findings of the discovery and current network documentation (documentation may be inaccurate)
- Analyze current switch configurations (on a small subset of switches) to formulate recommendations for best practices
- Analysis of WAN connections between (5) sites, all layer 2 today
- Analysis of current routing design
- Based on the data gathered throughout the discovery and analysis, DynTek will author a document with industry wide best-practice network design recommendations to remedy any weaknesses discovered. This will include:
 - Redundancy
 - Management & Monitoring
 - Performance
 - Future Growth / Scalability
 - Switch configuration best-practices
 - Discrepancies between the discovery findings and current network documentation
 - Spanning-Tree (Currently disabled)
 - Routing Design
- Project Management services throughout the entire engagement

Out of Scope

DynTek will not be responsible for conducting any work not explicitly defined in this SOW. Examples of out of scope tasks are listed below:

- Remediating issues found in the Client network or implementing any changes to the network (i.e. change firewall rules)
- Configuration or remediation of user workstations
- Installation, troubleshooting, or physical remediation of Wireless Access Points or RF based wireless network connectivity issues
- Implementation, configuration, and remediation of client provisioned PKI infrastructure. This includes certificate deployment and revocation processes
- Any structural or logical remediation tasks necessary to ensure success of the solution
- Purchasing of SSL certificates
- Analysis of Servers, Storage, VMWare, VoIP, Wireless, Cloud
- Discovery of EoL devices
- Discovery of current firmware versions
- Security audit
- Configuration analysis of Firewalls and Load Balancers
- Network Documentation
- Knowledge transfer is focused on providing details specific to this environment and is never a substitute for authorized training by an Authorized Learning Center, such as DynTek. Contact your DynTek account representative for more information about authorized training classes

If any of the above examples of excluded services are required, change control will apply and an increase to the total services fees may apply.

>> Assumptions

Assumptions

Client Project Lead: Client will appoint a project lead that is an employee of Client. The project lead will have authority and responsibility to make final decisions about the system including scope, audience, functionality and deliverables and project sign-off. They will have in hand detailed current state information on the WAN, LAN, and overall network configuration aspects, or access to additional personnel or resources that do.

Communication: Questions from DynTek to Client will be answered by Client within one (8 hour) business day.

System/Access Prerequisites: Client asserts that the general server, network, and IT infrastructure is stable and able to support this project as described in this SOW. DynTek consultants will be provided with necessary security access to networking systems and facilities during the performance of the professional services. For onsite consultants, any Client delays due to configuration specifications, hardware availability, or facility access are subject to change orders as billable delays.

Workspace: Client shall provide a working space, including necessary utilities, electrical power, test data files/forms to accomplish tasks associated with this SOW. Client will supply office space, office supplies, computer equipment, telephone, applicable regulations, manuals, texts, briefs, internet access and other materials associated with the project and the hardware/software noted in this SOW, as required.

Licensing: All software supplied by Client to be installed in any environment used for this engagement has been legally obtained and fully licensed for each user and server and is in compliance with all applicable laws and vendor requirements. DynTek is not responsible for product related defects and assumes that bugs in manufacturer software, hardware, specifications, design, etc. are the responsibility of that manufacturer.

Travel: Travel expenses to/from the primary work location are included in the cost of services. DynTek utilizes an industry standard for projects that require overnight travel. When needed, the delivery team will arrive on-site at the designated start time the first day of the week, remain on-site until the end of the workday the fourth day, and work remotely on the fifth day.

Health Safety: Client must meet at least the minimum level of employee health and safety specifications in accordance with in-country legislation requirements. Client will provide DynTek with a copy of their health and safety policy prior to a site activity taking place and, if applicable, notify DynTek of any Personal Protective Equipment ("PPE") required prior to the commencement of any services. Client must provide a single point of contact for any health and safety issues related to individual site(s).

Additional Project Assumptions:

>> Governance Tier

Project Management

The DynTek Project Manager is responsible for overall project timeline, scope, budget management, resource scheduling/tracking, communication planning and execution. A project plan (format and complexity dependent on scope) developed and managed. The Project Manager is the single point of contact for the project.

Escalation Path – The DynTek PMO Director is the escalation point for any project concerns or issues that may be unresolved.

Deliverables and Expectations:

- Project Kickoff via (Onsite/Remote)
- Communication plan; contact data - Project Delivery Team
- Working Calls as required
- Regular Status Meetings and Reporting
- Agenda, Meeting Minutes, & Risk, Issue & Action Item Tracking
- Deliverable/Milestone Tracking
- Scope/Budget Management
- Change Order Management
- Resource Scheduling & Oversight
- Management and Coordination of 3rd Party Vendors
- Project Documentation (if required) via Electronic Delivery
- Project Closeout meeting via (Onsite/Remote)

>> Fee Structure

This project is being offered as a **Time & Materials** engagement. The investment table below outlines the estimated hours for each phase, the agreed upon hourly rate, and the total Client investment. Hours for each phase are estimates and available hours may shift to other phases as needed. Any manufacturer investment is specified and explained. Additionally, recurring and one-time licenses are presented.

>> Payment Structure

DynTek will provide written notification upon completion of the Services to Client. The Client shall, within three (3) Business Days of receipt of such notification, provide written acknowledgement of DynTek's completion of the Services. Client's failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the three (3) Business Day period signifies Client's acceptance of completion of the Services in accordance with this SOW.

DynTek will submit invoices to Client upon completion for the Services furnished and any reasonable, pre-approved expense incurred hereunder during the Services execution period; Client shall make payment to DynTek within thirty (30) days after receipt of invoice. The invoice shall provide a breakdown and distribution of charges by name of individual and applicable expenses. If Client disputes an invoice amount, Client shall notify DynTek immediately and remit the uncontested amount.

Service Fees

Description		Price	Qty	Ext. Pri
PS-PM-I	Project Management - Project Manager responsible for overall project timeline, scope and budget management	\$200.00	15	\$3,000.00
PS-SVC-I	Project Consultant Hourly	\$225.00	60	\$13,500.00
Subtotal:				\$16,500.00

>> MSA Clause

Terms of Engagement: These Terms and Conditions of Engagement replace all previous representations or understandings for services to be performed unless superseded by state contract, written purchase order requirements, a signed Master Services Agreement.

>> General Terms and Conditions

Terms of Engagement: These Terms and Conditions of Engagement ("Terms") shall apply to all services ("Services") performed by DynTek Services, Inc. ("DynTek") for client named below ("Client") unless these Terms are superseded by a signed Master Services Agreement between DynTek and Client. These Terms shall also be subject to any written purchase order or state or federal contract applicable to the Services.

Scope of Work: DynTek hereby agrees to provide Services to Client as set forth in any statement of work executed by both DynTek and Client or any quote issued by DynTek and signed by Client without regard to whether it has been signed by DynTek ("SOW").

Terms of Service: DynTek agrees to comply with all reasonable written requirements related to security, regulatory compliance, health and safety, privacy, confidentiality that are provided to DynTek by Client. DynTek shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services and shall obtain all governmental permits, licenses, and consents that are required to perform the Services. DynTek employees and subcontractors, when working on premises of Client or at their own office, shall observe the working hours, working rules, and holiday policy of Client. Client shall have the right to put in place such restrictions on access to its premises and computer network as it deems necessary in its sole discretion in order to safeguard its Confidential Information (as defined below) and DynTek shall require its employees and subcontractors to abide by such access restrictions. DynTek shall, if requested by Client, at Client's sole expense obtain a background check on each DynTek employee and subcontractor who will enter Client's premises or otherwise have access to Client's computer network. If Client requires a background check, DynTek will not allow an employee or subcontractor to enter Client's premises or have access to Client's computer network unless Client is satisfied in its sole discretion with the results of the background check.

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Overtime and Holiday Pay: If Client directs DynTek's employees or subcontractors to work more than eight hours per day or on holidays, Client shall pay additional compensation to DynTek for overtime or holiday pay, as appropriate. If DynTek and Client have not agreed to a fee schedule for overtime and holiday pay, they shall negotiate in good faith an appropriate fee schedule.

Fees, Billing and Payment: In consideration of the Services provided by DynTek, Client agrees to pay DynTek the fees and expenses set forth in each SOW. DynTek shall issue invoices to Client pursuant to the timetable described in the SOW or, if no billing timetable is in the SOW, on such basis as DynTek shall determine. Client shall pay each invoice within thirty (30) days of the invoice date. Any amounts not paid by Client when due shall be subject to interest charges, from the date due until paid, at a rate of one and one-half percent (1.5%) per month or the highest interest rate allowable by law (whichever is less). If any amount due to DynTek from Client becomes past due for any reason, DynTek may at its option withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of DynTek's obligations under these Terms or any SOW.

Termination: Client may terminate any SOW without cause and without penalty upon written notice to DynTek when notice is received no later than 7 days prior to the first day on which Services are to be provided under the SOW. Either party may terminate an SOW if the other party is in material breach of the SOW or these Terms and such breach remains uncured: (i) in the event of a monetary breach, seven (7) days after written notice of breach is delivered to the other party and (ii) in the event of a non-monetary breach, fourteen (14) days after written notice of breach is delivered to the other party. Any such termination shall be in addition to any other remedies that may be available to the non-breaching party. DynTek agrees that upon completion or termination of a SOW, and without regard to whether the Services have been fully completed, DynTek shall promptly deliver to Client one copy of all notebooks, data, information, and other material acquired or compiled by DynTek in respect to the Services, including any source code, object code, and technical documentation, upon payment by Client of all undisputed invoices for all Services performed prior to completion or termination.

Confidential Information and Data Security: The parties acknowledge that during the course of DynTek providing Services to Client one party may disclose Confidential Information to the other party. The party disclosing Confidential Information is referred to as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party." Confidential Information shall mean all information disclosed by the Disclosing Party to the Receiving Party which is non-public, either proprietary or confidential in nature and related to the Disclosing Party's business or other activities including, but not limited to, information relating to the Disclosing Party's trade secrets, business plans, products, services, advertising, financial records, suppliers, vendors, innovations, fees, customers, technology, contracts, inventions, intellectual property, computer software, computer systems, marketing methods, sales margins, cost of goods, cost of materials, capital structure, and operating results.

The Receiving Party shall maintain the Confidential Information in strict confidence and limit disclosure to its employees, subcontractors, consultants, and representatives who have a need to know such information in connection with the Services provided to Client by DynTek. The Receiving Party shall only use Confidential Information in connection with the Receiving Party's business relationship with the Disclosing Party and shall not use the Confidential Information for any other purpose or disclose it to any third party. The Receiving Party's obligations to protect the Confidential Information will survive for three (3) years after the termination or completion of the SOW under which the Confidential Information was disclosed by the Disclosing Party. These confidentiality obligations shall not apply to any information which: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party, (ii) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party, (iii) is developed by the Receiving Party independently of any Confidential Information it receives from the Disclosing Party.

Party, or (iv) the Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party's knowledge, breach of any legal contractual obligation to the Disclosing Party. If the Receiving Party is confronted with legal action to disclose Confidential Information it shall, unless prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief if deemed appropriate. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information that its legal counsel advises must be disclosed. All Confidential Information shall remain the property of the Disclosing Party. All copies of Confidential Information shall be returned to the Disclosing Party, or at the option of the Disclosing Party destroyed, promptly upon the Disclosing Party's request.

To the extent DynTek stores any of Client's Confidential Information on DynTek's network or systems, DynTek shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of such Confidential Information.

Limited Warranty and Limitation of Liability: The Services to be performed hereunder are in the nature of professional technology services and advice. DynTek warrants that the Services will be performed by qualified personnel in a professional and workmanlike manner in accordance with generally accepted industry standards and practices. DynTek does not warrant the results or achievements of the Services provided or the resulting work product and deliverables. DynTek warrants that it has current title, or up to date licenses, to any software it uses in connection with providing the Services or sells or otherwise provides to Client ("Software"), and that the Software will be free of viruses. DynTek does not provide any other warranty regarding the Software or any equipment installed or supplied by DynTek. DynTek hereby assigns to Client all of DynTek's rights, if any, in any warranties provided by the manufacturer such Software or equipment. Client's sole and exclusive remedy for breach of the warranties set forth above is reperformance of the Services in question, or at DynTek's sole discretion, refund of any amounts paid by Client for such Services and, in respect to Software that is found to have a virus, replacement of the Software, or at DynTek's sole discretion, refund of any amounts paid by Client for such Software.

THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT, DELIVERABLES, SOFTWARE OR EQUIPMENT PROVIDED TO CLIENT BY DYNTek, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. DYNTek DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. IN NO EVENT SHALL DYNTek BE LIABLE TO CLIENT UNDER THESE TERMS OR ANY SOW FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF DATA, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. EXCEPT WITH RESPECT TO DYNTek'S INDEMNIFICATION OBLIGATION UNDER THESE TERMS, DYNTek'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES OR ANY SOFTWARE OR EQUIPMENT PROVIDED BY DYNTek SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO DYNTek FOR THE SERVICES, SOFTWARE OR EQUIPMENT GIVING RISE TO THE CLAIM.

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Indemnification: DynTek shall indemnify, defend and hold Client harmless from and against any and all claims, actions, liabilities, obligations, fines, damages, losses, demands, recoveries, deficiencies, costs or expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Client as a direct result of DynTek's fraud, gross negligence, or willful misconduct, or (b) a claim by a third party that the Services infringe upon such third party's intellectual property rights.

Insurance: At all times during which DynTek is providing Services to Client, DynTek shall secure and maintain at its own expense commercially adequate insurance coverage and shall provide a certificate of insurance to Client upon request.

Attorneys' Fees: In the event of any breach of these Terms or any SOW, or dispute with respect to matters arising hereunder or thereunder, the prevailing party shall be entitled to recover from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection with such breach or dispute.

Independent Contractor Status: The relationship of the parties hereto is that of independent contractors. Nothing in these Terms or any SOW, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties between one party and the other party's employees, subcontractors, or agents.

Force Majeure: Neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused directly or indirectly, by fire, flood, earthquake, elements of nature or other acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States; viruses or pandemics; strikes, lockouts, or labor difficulties; or any other similar causes beyond the reasonable control of such party that could not have been prevented by reasonable precautions.

Miscellaneous: These Terms and the SOWs may not be amended or modified except on the written agreement of the parties. No party shall have the right to assign these Terms or any SOW, or any of its rights or obligations hereunder or thereunder, without first obtaining the prior written consent of the other party. These Terms shall supersede all agreements, whether written or oral, previously made between the parties relating to the subject matter hereof. These Terms and each SOW may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same agreement. Except otherwise provided herein or in any SOW, these Terms and each SOW shall be binding upon, and inure to the benefit of, the parties hereto and the respective heirs, successors and permitted assigns. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein or in any SOW may be waived by the other party, but any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver or estoppel with respect to any subsequent or future failure. If any one or more of the provisions or parts of a provision contained in these Terms or any SOW shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions or parts of these Terms or the SOW and the remaining provisions shall continue in full force and effect.

Governing Law: The laws of the State of New York shall govern the validity, construction, performance, and enforcement of these Terms and all SOWs unless otherwise provided in a written purchase order or signed Master Services Agreement between DynTek and Client.

Cortland County - Network Assessment

Prepared by:

DynTek Services, Inc.

Jamie Johnson
5241 California Avenue
Suite 150
Irvine, CA 92617
(518) 207-3412
jamie.johnson@dyntek.com

Prepared for:

Cortland County

60 Central Ave
Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Quote Information:

Quote #: 003691

Version: 1

Quote Date: 08/12/2021

Expiration Date: 08/31/2021

Bill To:

Cortland County

60 Central Ave
Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Ship To:

Cortland County

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Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Quote Summary

Description	Amount
Service Fees	\$16,500.00
Total:	\$16,500.00

DynTek Services, Inc.

Cortland County

Signature: _____

Name: Jamie Johnson

Title: _____

Date: 08/12/2021

Signature: _____

Name: Tom McGrath

Date: _____



DYNTEK

DYNAMIC TECHNOLOGY SOLUTIONS

We have prepared a quote for you

Cortland County - Network Assessment

QUOTE #003691 V1

PREPARED FOR

Cortland County

PREPARED BY

Jamie Johnson

>> Summary of Services

Professional Services Request

This Statement of Work (SOW) is intended as a response to a request made to DynTek Services, Inc. (DynTek) by Cortland County ("Client"). The information contained herein was developed based on an interpretation of requirements identified by Client. If any discrepancies to Client's original request arise, or modifications be made, DynTek reserves the right to modify its SOW with a mutually agreed Change Order. The data in this SOW will not be disclosed outside the Client's organization, and will not be duplicated, used, nor disclosed, in whole nor in part, for any purposes other than to evaluate the SOW. If a contract is awarded to DynTek as a result of, or in connection with, the submission of this SOW, Client will have the right to duplicate, use, or disclose the data to the extent provided by the contract within their organization. This restriction does not limit the right of Client to use information contained in this document, if it is obtained from another source without restriction.

The information in this SOW is valid as of **08/02/2021**, and this proposal is valid for 90 days from that date, after which a new SOW may be required.

The services requested require **Survey and Evaluation** support. If additional types of service are required, change control will apply.

The services will be delivered via **Hybrid (On-site and Remote)** resources. In the event that a change to the all on-site all remote or hybrid services is required, change control will apply.

The services have been assigned a governance tier of **Full Project Management**. Details on services included at this tier are included in this SOW.

Client Contact: Tom McGrath

Client Contact Email: tmcgrath@cortland-co.org

Client Contact Phone: (607) 428-5441

DynTek Account Executive: Jamie Johnson

DynTek Account Executive Phone: (518) 207-3412

DynTek Inside Sales Rep: Jamie Ratcliff - Jamie.ratcliff@dyntek.com - (949) 271-6753

DynTek Principal Architect: Christopher Scotto - christopher.scotto@dyntek.com - (646)205-4754

Executive Summary

Cortland County has requested assistance from DynTek to perform a discovery and analysis of the existing network infrastructure in order to provide recommendations for improvement based on industry recognized best practices. This Statement of Work will outline the specifics of this request.

>> Scope of Services

In Scope

Below is a list of the tasks to be performed during this service request:

- Perform a high-level discovery and analysis of the campus LAN/WAN environment at Cortland County with a focus on industry-wide design best practices, and future growth (future DR site)
- 1 – 2 days on-site, the rest will be remote
- Physical inspection of the MDF closet at 60 Central Avenue, Cortland, NY 13045
- Review of current state network documentation
- LLDP crawl of the full campus switching infrastructure from the core out (approx. 85 HP switches at 5 locations) order to discover the switch inventory, physical topology, uplinks and port count.
- Identify all critical single points of failure on LAN/WAN interfaces from core switch outbound to internet
- Uncover discrepancies between the findings of the discovery and current network documentation (documentation may be inaccurate)
- Analyze current switch configurations (on a small subset of switches) to formulate recommendations for best practices
- Analysis of WAN connections between (5) sites, all layer 2 today
- Analysis of current routing design
- Based on the data gathered throughout the discovery and analysis, DynTek will author a document with industry wide best-practice network design recommendations to remedy any weaknesses discovered. This will include:
 - Redundancy
 - Management & Monitoring
 - Performance
 - Future Growth / Scalability
 - Switch configuration best-practices
 - Discrepancies between the discovery findings and current network documentation
 - Spanning-Tree (Currently disabled)
 - Routing Design
- Project Management services throughout the entire engagement

Out of Scope

DynTek will not be responsible for conducting any work not explicitly defined in this SOW. Examples of out of scope tasks are listed below:

- Remediating issues found in the Client network or implementing any changes to the network (i.e. change firewall rules)
- Configuration or remediation of user workstations
- Installation, troubleshooting, or physical remediation of Wireless Access Points or RF based wireless network connectivity issues
- Implementation, configuration, and remediation of client provisioned PKI infrastructure. This includes certificate deployment and revocation processes
- Any structural or logical remediation tasks necessary to ensure success of the solution
- Purchasing of SSL certificates
- Analysis of Servers, Storage, VMWare, VoIP, Wireless, Cloud
- Discovery of EoL devices
- Discovery of current firmware versions
- Security audit
- Configuration analysis of Firewalls and Load Balancers
- Network Documentation
- Knowledge transfer is focused on providing details specific to this environment and is never a substitute for authorized training by an Authorized Learning Center, such as DynTek. Contact your DynTek account representative for more information about authorized training classes

If any of the above examples of excluded services are required, change control will apply and an increase to the total services fees may apply.

>> Assumptions

Assumptions

Client Project Lead: Client will appoint a project lead that is an employee of Client. The project lead will have authority and responsibility to make final decisions about the system including scope, audience, functionality and deliverables and project sign-off. They will have in hand detailed current state information on the WAN, LAN, and overall network configuration aspects, or access to additional personnel or resources that do.

Communication: Questions from DynTek to Client will be answered by Client within one (8 hour) business day.

System/Access Prerequisites: Client asserts that the general server, network, and IT infrastructure is stable and able to support this project as described in this SOW. DynTek consultants will be provided with necessary security access to networking systems and facilities during the performance of the professional services. For onsite consultants, any Client delays due to configuration specifications, hardware availability, or facility access are subject to change orders as billable delays.

Workspace: Client shall provide a working space, including necessary utilities, electrical power, test data files/forms to accomplish tasks associated with this SOW. Client will supply office space, office supplies, computer equipment, telephone, applicable regulations, manuals, texts, briefs, internet access and other materials associated with the project and the hardware/software noted in this SOW, as required.

Licensing: All software supplied by Client to be installed in any environment used for this engagement has been legally obtained and fully licensed for each user and server and is in compliance with all applicable laws and vendor requirements. DynTek is not responsible for product related defects and assumes that bugs in manufacturer software, hardware, specifications, design, etc. are the responsibility of that manufacturer.

Travel: Travel expenses to/from the primary work location are included in the cost of services. DynTek utilizes an industry standard for projects that require overnight travel. When needed, the delivery team will arrive on-site at the designated start time the first day of the week, remain on-site until the end of the workday the fourth day, and work remotely on the fifth day.

Health Safety: Client must meet at least the minimum level of employee health and safety specifications in accordance with in-country legislation requirements. Client will provide DynTek with a copy of their health and safety policy prior to a site activity taking place and, if applicable, notify DynTek of any Personal Protective Equipment ("PPE") required prior to the commencement of any services. Client must provide a single point of contact for any health and safety issues related to individual site(s).

Additional Project Assumptions:

>> Governance Tier

Project Management

The DynTek Project Manager is responsible for overall project timeline, scope, budget management, resource scheduling/tracking, communication planning and execution. A project plan (format and complexity dependent on scope) developed and managed. The Project Manager is the single point of contact for the project.

Escalation Path – The DynTek PMO Director is the escalation point for any project concerns or issues that may be unresolved.

Deliverables and Expectations:

- Project Kickoff via (Onsite/Remote)
- Communication plan; contact data - Project Delivery Team
- Working Calls as required
- Regular Status Meetings and Reporting
- Agenda, Meeting Minutes, & Risk, Issue & Action Item Tracking
- Deliverable/Milestone Tracking
- Scope/Budget Management
- Change Order Management
- Resource Scheduling & Oversight
- Management and Coordination of 3rd Party Vendors
- Project Documentation (if required) via Electronic Delivery
- Project Closeout meeting via (Onsite/Remote)

>> Fee Structure

This project is being offered as a **Time & Materials** engagement. The investment table below outlines the estimated hours for each phase, the agreed upon hourly rate, and the total Client investment. Hours for each phase are estimates and available hours may shift to other phases as needed. Any manufacturer investment is specified and explained. Additional recurring and one-time licenses are presented.

>> Payment Structure

DynTek will provide written notification upon completion of the Services to Client. The Client shall, within three (3) Business Days of receipt of such notification, provide written acknowledgement of DynTek's completion of the Services. Client's failure to acknowledge completion of the Services or to provide reasons for rejection of the Services within the three (3) Business Day period signifies Client's acceptance of completion of the Services in accordance with this SOW.

DynTek will submit invoices to Client upon completion for the Services furnished and any reasonable, pre-approved expense incurred hereunder during the Services execution period; Client shall make payment to DynTek within thirty (30) days after receipt of invoice. The invoice shall provide a breakdown and distribution of charges by name of individual and applicable expenses. If Client disputes an invoice amount, Client shall notify DynTek immediately and remit the uncontested amount.

Service Fees

Description		Price	Qty	Ext. Pri
PS-PM-I	Project Management - Project Manager responsible for overall project timeline, scope and budget management	\$200.00	15	\$3,000.00
PS-SVC-I	Project Consultant Hourly	\$225.00	60	\$13,500.00
Subtotal:				\$16,500.00

>> MSA Clause

Terms of Engagement: These Terms and Conditions of Engagement replace all previous representations or understandings for services to be performed unless superseded by state contract, written purchase order requirements, a signed Master Services Agreement.

>> General Terms and Conditions

Terms of Engagement: These Terms and Conditions of Engagement ("Terms") shall apply to all services ("Services") performed by DynTek Services, Inc. ("DynTek") for client named below ("Client") unless these Terms are superseded by a signed Master Services Agreement between DynTek and Client. These Terms shall also be subject to any written purchase order or state or federal contract applicable to the Services.

Scope of Work: DynTek hereby agrees to provide Services to Client as set forth in any statement of work executed by both DynTek and Client or any quote issued by DynTek and signed by Client without regard to whether it has been signed by DynTek ("SOW").

Terms of Service: DynTek agrees to comply with all reasonable written requirements related to security, regulatory compliance, health and safety, privacy, confidentiality that are provided to DynTek by Client. DynTek shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the Services and shall obtain all governmental permits, licenses, and consents that are required to perform the Services. DynTek employees and subcontractors, when working on premises of Client or at their own office, shall observe the working hours, working rules, and holiday policy of Client. Client shall have the right to put in place such restrictions on access to its premises and computer network as it deems necessary in its sole discretion in order to safeguard its Confidential Information (as defined below) and DynTek shall require its employees and subcontractors to abide by such access restrictions. DynTek shall, if requested by Client, at Client's sole expense obtain a background check on each DynTek employee and subcontractor who will enter Client's premises or otherwise have access to Client's computer network. If Client requires a background check, DynTek will not allow an employee or subcontractor to enter Client's premises or have access to Client's computer network unless Client is satisfied in its sole discretion with the results of the background check.

If Client reasonably requests that an individual DynTek employee or subcontractor cease providing Services to Client, DynTek shall comply with such request. In such event, Client shall provide two-weeks advanced written notice to DynTek unless the circumstances dictate a shorter notice period. DynTek shall use reasonable commercial efforts to promptly replace any DynTek employee or subcontractor removed at Client's request. If DynTek is not able to replace such employee or subcontractor within five (5) business days after the employee or subcontractor is removed, Client shall have the right to terminate the portion of the SOW applicable to such removed employee or subcontractor by providing written notice to DynTek, provided that Client shall pay DynTek for all Services performed prior to the date of termination. If any DynTek employee or subcontractor fails to perform in accordance with Client's work site policies or the applicable SOW and is removed by DynTek at Client's request, DynTek shall provide a credit to Client of one (1) project daily rate for such non-performance. Subject to the limited warranty provided below, this credit shall be DynTek's sole obligation to Client with respect to a DynTek employee or subcontractor who fails to perform in accordance with Client's work site policies or applicable SOW.

Overtime and Holiday Pay: If Client directs DynTek's employees or subcontractors to work more than eight hours per day or on holidays, Client shall pay additional compensation to DynTek for overtime or holiday pay, as appropriate. If DynTek and Client have not agreed to a fee schedule for overtime and holiday pay, they shall negotiate in good faith an appropriate fee schedule.

Fees, Billing and Payment: In consideration of the Services provided by DynTek, Client agrees to pay DynTek the fees and expenses set forth in each SOW. DynTek shall issue invoices to Client pursuant to the timetable described in the SOW or, if no billing timetable is in the SOW, on such basis as DynTek shall determine. Client shall pay each invoice within thirty (30) days of the invoice date. Any amounts not paid by Client when due shall be subject to interest charges, from the date due until paid, at a rate of one and one-half percent (1.5%) per month or the highest interest rate allowable by law (whichever is less). If any amount due to DynTek from Client becomes past due for any reason, DynTek may at its option withhold further Services until all invoices have been paid in full, and such withholding of Services shall not be considered a breach or default of any of DynTek's obligations under these Terms or any SOW.

Termination: Client may terminate any SOW without cause and without penalty upon written notice to DynTek when notice is received no later than 7 days prior to the first day on which Services are to be provided under the SOW. Either party may terminate an SOW if the other party is in material breach of the SOW or these Terms and such breach remains uncured: (i) in the event of a monetary breach, seven (7) days after written notice of breach is delivered to the other party and (ii) in the event of a non-monetary breach, fourteen (14) days after written notice of breach is delivered to the other party. Any such termination shall be in addition to any other remedies that may be available to the non-breaching party. DynTek agrees that upon completion or termination of a SOW, and without regard to whether the Services have been fully completed, DynTek shall promptly deliver to Client one copy of all notebooks, data, information, and other material acquired or compiled by DynTek in respect to the Services, including any source code, object code, and technical documentation, upon payment by Client of all undisputed invoices for all Services performed prior to completion or termination.

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THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES, WORK PRODUCT, DELIVERABLES, SOFTWARE OR EQUIPMENT PROVIDED TO CLIENT BY DYNTek, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. DYNTek DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. IN NO EVENT SHALL DYNTek BE LIABLE TO CLIENT UNDER THESE TERMS OR ANY SOW FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, LOSS OF DATA, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOODWILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. EXCEPT WITH RESPECT TO DYNTek'S INDEMNIFICATION OBLIGATION UNDER THESE TERMS, DYNTek'S ENTIRE AGGREGATE LIABILITY FOR ANY CLAIM RELATING TO THE SERVICES OR ANY SOFTWARE OR EQUIPMENT PROVIDED BY DYNTek SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CLIENT TO DYNTek FOR THE SERVICES, SOFTWARE OR EQUIPMENT GIVING RISE TO THE CLAIM.

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Indemnification: DynTek shall indemnify, defend and hold Client harmless from and against any and all claims, actions, liabilities, obligations, fines, damages, losses, demands, recoveries, deficiencies, costs or expenses, including without limitation, reasonable attorneys' fees and expenses, incurred by Client as a direct result of DynTek's fraud, gross negligence, or willful misconduct, or (b) a claim by a third party that the Services infringe upon such third party's intellectual property rights.

Insurance: At all times during which DynTek is providing Services to Client, DynTek shall secure and maintain at its own expense commercially adequate insurance coverage and shall provide a certificate of insurance to Client upon request.

Attorneys' Fees: In the event of any breach of these Terms or any SOW, or dispute with respect to matters arising hereunder or thereunder, the prevailing party shall be entitled to recover from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees incurred in connection with such breach or dispute.

Independent Contractor Status: The relationship of the parties hereto is that of independent contractors. Nothing in these Terms or any SOW, and no course of dealing between the parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the parties between one party and the other party's employees, subcontractors, or agents.

Force Majeure: Neither party shall be liable for any default or delay in the performance of its obligations hereunder if and to the extent such default or delay is caused directly or indirectly, by fire, flood, earthquake, elements of nature or other acts of God; acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States; viruses or pandemics; strikes, lockouts, or labor difficulties; or any other similar causes beyond the reasonable control of such party that could not have been prevented by reasonable precautions.

Miscellaneous: These Terms and the SOWs may not be amended or modified except on the written agreement of the parties. No party shall have the right to assign these Terms or any SOW, or any of its rights or obligations hereunder or thereunder, without first obtaining the prior written consent of the other party. These Terms supersede all agreements, whether written or oral, previously made between the parties relating to the subject matter hereof. These Terms and each SOW may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same agreement. Except otherwise provided herein or in any SOW, these Terms and each SOW shall be binding upon, and inure to the benefit of, the parties hereto and the respective heirs, successors and permitted assigns. Any failure of any party hereto to comply with any obligation, covenant, agreement or condition herein or in any SOW may be waived by the other party, but any such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver or estoppel with respect to any subsequent or future failure. If any one or more of the provisions or parts of a provision contained in these Terms or any SOW shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions or parts of these Terms or the SOW and the remaining provisions shall continue in full force and effect.

Main: 949.271.6700
Email: jamie.johnson@dyntek.com
Web: www.dyntek.com
Tax ID: 13-4067484



3.1.d

Governing Law: The laws of the State of New York shall govern the validity, construction, performance, and enforcement of these Terms and all SOWs unless otherwise provided in a written purchase order or signed Master Services Agreement between DynTek and Client.

Attachment: DRCS_Cortland County_LAN Assessment Support_final 08-13-2021 (10010 : Authorize Agreement for Network Assessment -

Cortland County - Network Assessment

Prepared by:

DynTek Services, Inc.

Jamie Johnson
5241 California Avenue
Suite 150
Irvine, CA 92617
(518) 207-3412
jamie.johnson@dyntek.com

Prepared for:

Cortland County

60 Central Ave
Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Quote Information:

Quote #: 003691

Version: 1

Quote Date: 08/12/2021

Expiration Date: 08/31/2021

Bill To:

Cortland County

60 Central Ave
Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Ship To:

Cortland County

60 Central Ave
Cortland, NY 13045
Tom McGrath
(607) 428-5441
tmcgrath@cortland-co.org

Quote Summary

Description	Amount
Service Fees	\$16,500.00
Total:	\$16,500.00

DynTek Services, Inc.

Cortland County

Signature: _____

Name: Jamie Johnson

Title: _____

Date: 08/12/2021

Signature: _____

Name: Tom McGrath

Date: _____

Cortland County



YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

ACCOUNTS FOR: 1620 BUILDING & GROUNDS				REMAINING REVENUE			
	ORIGINAL ESTIM REV	ESTIM REV ADJ	REVISED ESTIM REV	ACTUAL YTD REVENUE			% COLL
A162042 42450			COMMISSIONS				
	-2,800.00	0.00		-2,800.00	-1,052.51	-1,747.49	37.6%*
A162042 42620			MISC B&G REVENUE				
	-12,525.65	0.00		-12,525.65	-17,209.51	4,683.86	137.4%
A162043 43021			COURT FACILITIES INCENTIVE				
	-135,263.00	0.00		-135,263.00	-120,787.00	-14,476.00	89.3%*
A162046 42502			CHAMBER OF COMMERCE RENT				
	0.00	0.00		0.00	-2,886.90	2,886.90	100.0%
A162046 42504			COOPERATIVE EXTENSION RENT				
	-73,723.00	0.00		-73,723.00	-55,292.25	-18,430.75	75.0%*
A16205 51005			PERSONAL SERVICES				
	718,674.78	0.00		718,674.78	506,752.94	211,921.84	70.5%
A16205 51020			OVERTIME PAY				
	15,000.00	0.00		15,000.00	10,911.05	4,088.95	72.7%
A16205 51025			SHIFT DIFFERENTIAL PAY				
	11,644.50	0.00		11,644.50	6,480.68	5,163.82	55.7%
A16205 51035			OTHER COMPENSATION & RAISES				
	3,059.00	0.00		3,059.00	9,490.77	-6,431.77	310.3%*
A16205 52025			REPAIR & MAINTENANCE				
	10,961.00	-10,961.00		0.00	0.00	0.00	.0%
A16205 52080			COUNTY CAPITAL PROJECTS				
	25,000.00	-25,000.00		0.00	0.00	0.00	.0%
A16205 52320			BUILDING IMPROVEMENTS				
	0.00	4,538.38		4,538.38	4,427.01	111.37	97.5%
A16205 54000			TELEPHONE				
	6,300.00	0.00		6,300.00	3,135.61	2,381.04	62.2%
A16205 54004			COMPUTER SOFTWARE				
	5,420.00	0.00		5,420.00	3,425.93	1,994.07	63.2%
A16205 54005			Office Materials & Supplies				
	200.00	0.00		200.00	109.18	90.82	54.6%
A16205 54007			Janitorial Materials & Supp				
	48,000.00	-366.37		47,633.63	18,046.25	29,090.70	38.9%
A16205 54013			SAFETY SUPPLIES				
	2,000.00	0.00		2,000.00	0.00	2,000.00	.0%
A16205 54015			Maintenance Agreements				
	40,443.00	9,100.00		49,543.00	35,124.15	14,418.85	70.9%
A16205 54020			POSTAGE				
	25.00	50.00		75.00	29.38	45.62	39.2%
A16205 54021			INSPECTIONS/PERMITS				
	600.00	-600.00		0.00	0.00	0.00	.0%
A16205 54022			BOILER SYSTEM MTN				
	5,000.00	-5,000.00		0.00	0.00	0.00	.0%
A16205 54023			SECURITY SYSTEM MTN				
	3,600.00	-3,600.00		0.00	0.00	0.00	.0%

Cortland County



YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

ACCOUNTS FOR: 1620 BUILDING & GROUNDS				REMAINING REVENUE			
	ORIGINAL ESTIM REV	ESTIM REV ADJ	REVISED ESTIM REV	ACTUAL YTD REVENUE			% COLL
A16205 54024	500.00		FIRE EXTINGUISHER MTN	0.00	0.00		.0%
A16205 54025	300,000.00	0.00	UTILITIES	300,000.00	200,057.98	25,167.33	91.6%
A16205 54030	800.00	-800.00	TOOLS	0.00	0.00		.0%
A16205 54035	300.00	0.00	EDUCATION & TRAINING	300.00	0.00	300.00	.0%
A16205 54050	4,500.00	0.00	Equip. Repairs & Maintenance	4,500.00	3,574.33	160.67	96.4%
A16205 54060	50.00	200.00	LEGAL NOTICES / ADVERTISING	250.00	207.79	42.21	83.1%
A16205 54065	1,000.00	1,000.00	EQUIP RENT / LEASES	2,000.00	798.25	652.50	67.4%
A16205 54070	38,560.35	0.00	INSURANCE	38,560.35	51,654.13	-13,093.78	134.0%*
A16205 54074	1,279.21	0.00	VEHICLE INSURANCE	1,279.21	1,389.32	-110.11	108.6%*
A16205 54076	145,000.00	27,762.73	Building Repairs and Maint	172,762.73	116,681.47	44,487.97	74.2%
A16205 54077	4,000.00	12,070.99	Cons & Maint Materials & Supp	16,070.99	7,453.90	8,093.35	49.6%
A16205 54078	7,100.00	0.00	Fuel	7,100.00	2,947.62	4,152.38	41.5%
A16205 54085	7,625.52	0.00	CLOTHING AND UNIFORMS	7,625.52	4,227.41	1,639.36	78.5%
A16205 54100	13,000.00	0.00	TAXES	13,000.00	6,132.54	6,867.46	47.2%
A16205 54213	810.96	0.00	I/D COPIER	810.96	608.22	202.74	75.0%
A16205 54300	3,600.00	0.00	Vehicle Repairs & Maintenance	3,600.00	3,531.59	68.41	98.1%
A16205 54301	22,527.84	0.00	Vehicle Rent/Lease	22,527.84	16,776.40	2,373.03	89.5%
A16205 54444	0.00	600.00	FEES & PERMITS	600.00	0.00	600.00	.0%
A16205 54625	19,358.85	0.00	GARBAGE COLLECTION/DISPOSAL	19,358.85	12,661.24	4,010.42	79.3%
A16205 58020	104,173.00	0.00	RETIREMENT	104,173.00	0.00	104,173.00	.0%
A16205 58030	56,923.00	0.00	FICA	56,923.00	37,977.65	18,945.35	66.7%
A16205 58040	35,910.00	0.00	WORKERS COMP	35,910.00	36,387.30	-477.30	101.3%*

Cortland County



YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

ACCOUNTS FOR: 1620 BUILDING & GROUNDS				REMAINING REVENUE			
ORIGINAL ESTIM REV	ESTIM REV ADJ	REVISED ESTIM REV	ACTUAL YTD REVENUE			% COLL	
A16205 58060	HEALTH INS	0.00	180,520.69	150,450.26	30,070.43	83.3%	
A16205 58062	DENTAL INS	0.00	1,263.36	904.68	358.68	71.6%	
A16205 58065	VISION CARE BENEFITS	0.00	215.60	150.78	64.82	69.9%	
A16205 97100	SMWT SERIAL BOND PRINCIPAL	0.00	235,000.00	235,000.00	0.00	100.0%	
A16205 97110	SMWT SERIAL BOND INTEREST	0.00	108,238.00	55,293.75	0.50	100.0%	
TOTAL BUILDING & GROUNDS				476,541.25	68.2%		
1,963,872.01				1,972,366.74	1,345,571.39		
TOTAL REVENUES				-224,311.65	-197,228.17	-27,083.48	
TOTAL EXPENSES				8,494.73	2,196,678.39	1,542,799.56	503,624.73
2,188,183.66							

Cortland County

YEAR-TO-DATE BUDGET REPORT

FOR 2021 12					
ORIGINAL ESTIM REV	ESTIM REV ADJ	REVISED ESTIM REV	ACTUAL YTD REVENUE	REMAINING REVENUE	% COLL
1,963,872.01		8,494.73	1,972,366.74	1,345,571.39	68.2%
GRAND TOTAL					

** END OF REPORT - Generated by Chuck Miller **

Cortland County



YEAR-TO-DATE BUDGET REPORT

FOR 2021 12

ACCOUNTS FOR: 3620 SAFETY OFFICE		ESTIM REV ADJ			REVISED ESTIM REV		ACTUAL YTD		REVENUE		REMAINING REVENUE		% COLL	
ORIGINAL ESTIM REV														
A36205 54013														
	SAFETY SUPPLIES													
A36205 54035	6,400.00	0.00			6,400.00				1,047.37		4,653.86		27.3%	
	EDUCATION & TRAINING													
A36205 54040	500.00	0.00			500.00				0.00		500.00		.0%	
	ASSOC/MEMBERSHIP DUES													
A36205 54055	30.00	0.00			30.00				0.00		30.00		.0%	
	PROFESSIONAL SERVICES													
A36205 54078	29,000.00	0.00			29,000.00				0.00		29,000.00		.0%	
	Fuel													
	200.00	0.00			200.00				38.60		161.40		19.3%	
TOTAL SAFETY OFFICE														
	36,130.00	0.00			36,130.00				1,085.97		34,345.26		3.0%	
TOTAL EXPENSES														
	36,130.00	0.00			36,130.00				1,085.97		34,345.26			



CORTLAND COUNTY BUILDINGS & GROUNDS
Safety Office and Code Enforcement
60 Central Ave. B-28
Cortland, NY 13045-2746



4.1.c

Chuck Miller, B&G Superintendent 607-753-5068

David Clay Jr., BM Foreperson 607-753-5190

TO: B&G Committee

FROM: Chuck Miller, Superintendent, Safety and Code Enforcement Officer

DATE: 10/28/2021

SUBJECT: Activities Report for October 2021

Here are our monthly updates, please feel free to contact me if there are any questions or concerns or more information needed and I will accommodate in any way I am able.

NOTE: We are still finding it difficult to locate materials, equipment, and many other items we use. Vendors and Contractors alike are experiencing delays that go from weeks to months. We have a plan to get us through this difficult time and maintain stability, once wait time decreases for these; we will revisit areas that are in serious delay due to these issues.

We had 0 days of full staff due to time off and medical as well as open positions

- 1) 37 Church DA move is complete, we are working on some housekeeping items for them.
- 2) I have investigated incidents for the Safety office, and recorded over 15+ reports. Fire drills and inspections scheduled, some implemented.
- 3) Began renovations to move weights and measures and secure small location for breast feeding space.
- 4) Completed 2022 budget and turned in, review of budget with Administrator and Treasurer has already taken place, made a few more small cuts to accommodate Administrator's request.
- 5) Still assisting with memorial renovations, installation of flag and light poles as well as tree removal around the memorial, poured last of the concrete on October 28th. Dedication of the memorial is scheduled for November 11th, Veterans day.
- 6) Jail boiler project is nearing completion.
- 7) RFP for elevator renovation at the County office building was not posted in October, shortly after last meeting we lacked specs for completion.
- 8) Working with Ms. Hempstead and my HVAC staff to supply a system to support quiet during legislative session, as well as space needs as they develop, have 2 possibilities to quiet units in chambers and other areas.
- 9) Continue to interview to fill vacant position. Received one application since I last reported.
- 10) Sealing and Striping of the lots is complete.
- 11) Safety inspections continue, correcting issues found, working with One-Group on employee and building safety, worked with their staff on safety compliance, fire extinguisher annual certification complete, ANSUL systems are being tested and cleaned as well.
- 12) Working with administrator Corpora on plan for Grant St, more developments soon to come as we gather information.
- 13) Continue to work with Ms. Haskins of Office of Aging on layout and renovations, needs etc. for new South Main St. senior Center as well as retained equipment from the outer centers. Also working with City Code officials on change of occupancy and compliance of new space continues, awaiting City approval.
- 14) Gym has officially reopened, contacted John McNerney from the youth center, Personnel staff, to accommodate scheduling for sports as well as Civil Service examinations to ensure all are on the same page..
- 15) Working with State Court system for planning of City Courts relocation to our County Court House, they are already occupying more space that is increasing our reimbursement for services, met twice in October to discuss options, talks continue.
- 16) Working on communication issues with alarm panels, intrusion alarm panel at DMV/BOE has failed; getting estimate to replace, current panel is proprietary, working to eliminate that.

Attachment: Departmental activities report 10-2021 (10034 : Buildings and Grounds Activities and Budget Reports)



CORTLAND COUNTY BUILDINGS & GROUNDS
Safety Office and Code Enforcement
60 Central Ave. B-28
Cortland, NY 13045-2746



4.1.c

Chuck Miller, B&G Superintendent 607-753-5068

David Clay Jr., BM Foreperson 607-753-5190

- 17) Dedication plaque for Mr. Hartnett and Mr. Wheelock should be done by the 18th Legislative session
- 18) Mau have a lead on what has been causing damage to County Cars in the back lot. May or may not be able to discuss at open meeting.
- 19) Preparing and testing winter equipment and plows to be ready for the season
- 20) Cleaning up yards and will also clean up Clayton Ave.
- 21) Have completed more roof maintenance and repair at County Office Building getting ready to address the Public Safety Building.

Respectfully
Chuck Miller
Superintendent of Building and Grounds
Code/Safety officer

Attachment: Departmental activities report 10-2021 (10034 : Buildings and Grounds Activities and Budget Reports)



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Information
Technology

CORTLAND COUNTY

Jack Hess
 Director

Tom McGrath
 Deputy Director

October 25, 2021

Information Technology October 2021 Monthly Report

Executive Summary

- IT
 - Replacement uninterruptable power supply.
 - This will be delivered and installed in early December.
 - Discuss the viability of using 5G technology for internet redundancy.
 - AT&T provided a 5G device for proof of concept testing and it has not performed up to expectations. We are working with AT&T to see if there a problem that can be resolved or if there is just insufficient 5G coverage in our area.
 - Contacted T-Mobile for a proof of concept loaner device to test 5G connectivity with their service.
 - Discuss cyber security insurance limits and coverage with McNeil Insurance.
 - We must submit an application for increased coverage. I've worked with County Administration and the County Attorney's office to complete this.
 - Attended the NYS Local Government Information Technology Director conference.
 - Cyber security discussion with DHES, BOE, ITS, CISA, SIC and an Advisor to the Governor.
 - Discussion with BOE on the upcoming elections.
 - Phone resiliency.
 - To better ensure our phones stay up we will be segmenting our phone system so that half of our available external access lines reside in the COB NOC and the other half in the PSB equipment room.

Attachment: 2021_10_Monthly_Report - IT (10055 : IT Monthly Report - October)

Departmental Priorities and Focus

Create a clear vision of IT for the future

- Status: In Process
 - The next committee meeting has not yet been scheduled.

Upgrade the internet bandwidth available to the county

- Status: In Process
 - Verizon is on line and we will be discontinuing service with FirstLight after our testing is complete.

Cyber Security

- Status: In Process
 - Nothing to report

Disaster recovery and business continuity planning

- Status: In Process
 - Switches, servers and upgraded software is now place to support disaster recovery and continuity. At this time we are using the PSB as our redundant site.

Get a backup air conditioning unit for the network operations center (NOC)

- Status: In Process
 - Chuck Miller estimates that the new AC unit will be delivered in November or December.

County Wide Services

- Provide mail and print services to all County departments
- Provide fast reliable computer network for entire County
- Prepare new computers for Departments
- Maintain and enhance application programs for various departments to provide accurate and timely reports
- Monitor our security posture to mitigate the threat of ransomware and other attacks
- Provide desktop support
- Telecommunications support
- Access control to County buildings
- Camera and security systems
- Respond to requests for email archiver information (FOIL requests, etc.)
- Respond to alerts from intrusion detection system (IDS)
- Assign Munis roles and permissions

Departments

- | | | |
|-------------------------|------------------------|--|
| • Aging | • District Attorney | • Public Defender |
| • Assigned Counsel | • Elections | • RPTS |
| • Buildings and Grounds | • Finance | • Recycling |
| • CAC | • Grant Administration | • Sheriff |
| • CWCC | • Health | • Soil and Water Conservation District |
| • County Administration | • Highway | • Solid Waste |
| • County Attorney | • Legislators | • Treasurer |
| • County Clerk | • Mental Health | • Veterans |
| • DERC | • Personnel | |
| • DMV | • Planning | |
| • DSS | • Probation | |

External Agencies

- | | | |
|-----------------|---------------|-------------------------|
| • SUNY Cortland | • Cortland PD | • MAVAC |
| • Homer PD | • Cortland FD | • Town of Cortlandville |
| • Homer FD | • NYSP | • Town of Freetown |

Contracts (Company, Service, Amount, Expires, Informational/Action Required)

- | | | | | |
|-------------------------|-----------------------|---------------|------------|-------|
| • Barracuda | Email archiver maint. | \$5,000/year | 11/30/2021 | Info. |
| • SHI | SAN maintenance | \$24,000/year | 12/31/2021 | Info. |
| • Radwin | Radio maint. | \$5,000/year | 3/13/2022 | Info. |
| • Barracuda | Load balancer maint. | \$5,000/year | 3/28/2022 | Info. |
| • Trebron | Anti-Virus | \$7,110/year | 5/25/2022 | Info. |
| • Pitney Bowes | Postage Meter | \$5,820/year | 6/30/2022 | Info. |
| • Cisco | WebEx | \$10,000/year | 6/30/2022 | Info. |
| • Palo Alto | Firewall maint. | \$8,000/year | 8/9/2022 | Info. |
| • Toshiba Business Sol. | Copier/Printers | \$63,000/year | 9/30/2022 | Info. |
| • GoDaddy | SSL Certificate | \$450/year | 7/15/2023 | Info. |
| • Momentum | Phones – Service | \$10,991/year | 3/31/2024 | Info. |
| • Nitel | Internet Service | \$12,000/year | 12/31/2024 | Info. |
| • Verizon | Internet Service | \$12,000/year | 12/31/2024 | Info. |
| • All Mode | Phones - Support | \$15,699/year | 12/31/2024 | Info. |
| • Westlaw | Online Legal Search | \$17,000/year | 8/31/2026 | Info. |

10/25/2021 13:55
jhess

Cortland County
YEAR-TO-DATE BUDGET REPORT
INFORMATION TECHNOLOGY

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glytdbud 1

FOR 2021 10

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A168042 DATA PROCESSING							
A168042 41289 DEPARTMENTAL FEES	-44,348	0	-44,348	-35,883.96	.00	-8,464.04	80.9%*
TOTAL DATA PROCESSING	-44,348	0	-44,348	-35,883.96	.00	-8,464.04	80.9%
A16805 DATA PROCESSING							
A16805 43089 BOE STATE AID - GEN	0	-73,398	-73,398	.00	.00	-73,397.81	.0%*
A16805 44389 DHSES OTHER PUBLIC	0	-50,000	-50,000	.00	.00	-50,000.00	.0%*
A16805 51005 PERSONAL SERVICES	518,129	0	518,129	403,513.56	.00	114,615.44	77.9%
A16805 51020 OVERTIME PAY	0	0	0	615.08	.00	-615.08	100.0%*
A16805 51035 OTHER COMPENSATION	0	0	0	1,284.57	.00	-1,284.57	100.0%*
A16805 52015 Department Specific	5,000	215	5,215	5,115.31	68.76	31.42	99.4%
A16805 52060 Capital Computer E	110,600	6,970	117,570	60,582.45	34,238.93	22,748.28	80.7%
A16805 52060 BOE Capital Compute	0	56,398	56,398	24,551.99	.00	31,845.82	43.5%
A16805 52060 DHSES Capital Compu	0	25,186	25,186	.00	.00	25,186.00	.0%
A16805 54000 TELEPHONE	1,200	0	1,200	837.91	.00	362.09	69.8%
A16805 54002 COMPUTER MTN/AGREE	99,049	-99,049	0	.00	.00	.00	.0%
A16805 54004 COMPUTER SOFTWARE	55,100	687	55,787	44,530.51	4,674.91	6,581.58	88.2%
A16805 54005 Office Materials &	600	1,050	1,650	1,155.57	.00	494.43	70.0%
A16805 54014 RENEWALS MTN AGREE	6,800	-6,800	0	.00	.00	.00	.0%
A16805 54015 Maintenance Agreem	0	104,299	104,299	53,088.19	11,571.96	39,638.85	62.0%
A16805 54020 POSTAGE	50	0	50	.00	.00	50.00	.0%
A16805 54035 EDUCATION & TRAINI	1,000	-182	818	.00	.00	818.24	.0%
A16805 54040 ASSOC/MEMBERSHIP D	50	0	50	50.00	.00	.00	100.0%
A16805 54045 Travel & Sustenanc	1,450	-1,250	200	200.00	.00	.00	100.0%
A16805 54047 MILEAGE REIMBURSEM	200	-200	0	.00	.00	.00	.0%
A16805 54050 Equip. Repairs & M	2,500	0	2,500	1,660.48	558.21	281.31	88.7%
A16805 54055 PROFESSIONAL SERVI	2,000	-840	1,160	720.00	.00	440.00	62.1%
A16805 54055 BOE PROFESSIONAL SE	0	17,000	17,000	.00	.00	17,000.00	.0%
A16805 54055 DHSES PROFESSIONAL	0	24,814	24,814	.00	.00	24,814.00	.0%
A16805 54060 LEGAL NOTICES / AD	0	1,282	1,282	1,207.90	.00	73.86	94.2%
A16805 54065 EQUIP RENT / LEASE	3,500	-1,391	2,109	2,109.14	.00	.00	100.0%
A16805 54070 INSURANCE	3,842	0	3,842	3,988.83	.00	-146.94	103.8%*
A16805 58020 RETIREMENT	72,538	0	72,538	.00	.00	72,538.13	.0%
A16805 58030 FICA	39,637	0	39,637	29,200.30	.00	10,436.61	73.7%
A16805 58040 WORKERS COMP	15,960	0	15,960	16,172.14	.00	-212.14	101.3%*
A16805 58060 HEALTH INS	124,678	0	124,678	87,737.36	.00	36,940.94	70.4%
A16805 58062 DENTAL INS	632	0	632	412.95	.00	218.73	65.4%

Attachment: IT_YTD_BudgetReport-102021 (10056 : IT Monthly Budget Report - October)

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Cortland County
YEAR-TO-DATE BUDGET REPORT
INFORMATION TECHNOLOGY

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FOR 2021 10

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A16805 58065 VISION CARE BENEFI	137	0	137	44.46	.00	92.74	32.4%
TOTAL DATA PROCESSING	1,064,652	4,791	1,069,443	738,778.70	51,112.77	279,551.93	73.9%
TOTAL GENERAL FUND	1,020,304	4,791	1,025,095	702,894.74	51,112.77	271,087.89	73.6%
TOTAL REVENUES	-44,348	-123,398	-167,746	-35,883.96	.00	-131,861.85	
TOTAL EXPENSES	1,064,652	128,189	1,192,841	738,778.70	51,112.77	402,949.74	

Attachment: IT_YTD_BudgetReport-102021 (10056 : IT Monthly Budget Report - October)

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YEAR-TO-DATE BUDGET REPORT
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FOR 2021 10

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	1,020,304	4,791	1,025,095	702,894.74	51,112.77	271,087.89	73.6%

** END OF REPORT - Generated by Jack Hess **