Finance & Administration Committee

Committee Meeting

~ Minutes ~

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

Tuesday, September 19, 2023 **10:00 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 10:35 AM by Committee Chair George Wagner

Attendee Name	Organization	Title	Status	Arrived
Sandra Price	Cortland County, NY	Committee Member	Present	
George Wagner	Cortland County, NY	Committee Chair	Present	
Linda Jones	Cortland County, NY	Committee Member	Present	
Christopher Newell	Cortland County, NY	Committee Vice Chair	Excused	
Beau Harbin	Cortland County, NY	Committee Member	Present	
Richard Stock	Cortland County, NY	Committee Member	Present	
Mitchel Eccleston	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Laura Fox	Cortland County, NY	Real Property Tax Services	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
John Banewicz	Cortland County, NY	County Treasurer	Present	
Stephen Trobert	Cortland County, NY	Manager of Audit & Financial Projects	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Christopher Simser	Cortland County, NY	Chief Assistant County Attorney	Present	
Victoria J. Monty	Cortland County, NY	County Attorney	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Board Member	Present	
Carlita Withers	Cortland County, NY	Assistant Accountant	Remote	
Eddie Velazquez	Cortland Voice	Reporter	Remote	

Margaret Mellott	Cortland Standard	Reporter	Remote	

MINUTES

1. Finance & Administration Committee - Committee Meeting - Aug 15, 2023 10:30 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Mitchel Eccleston, Committee Member
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

RESOLUTIONS

AGENDA ITEM NO. 1 – Abolish Assistant Director of Finance/Create Deputy Director of Finance - County Administration

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 9/28/2023 6:00 PM
MOVER:	Beau Harbin, Committee Member
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF WAGNER

Abolish Assistant Director of Finance/Create Deputy Director of Finance - County Administration

WHEREAS, the needs of the office will be better served by abolishing one (1) full-time Assistant Director of Finance position and creating one (1) full-time Deputy Director of Finance position in County Administration, AND

WHEREAS, the Finance and Administration Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Assistant Director of Finance (Grade 6, $73,873-98,324/year, Management Compensation Plan, competitive class, full-time, 35 hours/week with benefits) be and hereby is abolished effective September 28, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Deputy Director of Finance (Grade 6, $73,873-98,324/year, Management Compensation Plan, competitive class, full-time 35 hours/week with benefits) be created with permission to fill effective September 29, 2023 at 12:01 am.

AGENDA ITEM NO. 2 – Resolution of the Legislature of the County of Cortland, Extending Taxes on Sales and Uses of Tangible Personal Property and of Certain Services, and on Occupancy of Hotel Rooms and Amusement Charges, Pursuant to Article 29 of the Tax Laws of the State of New York

RESULT:	**APPROVED [5 TO 1]**
	Next: 9/28/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Richard Stock, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
NAYS:	Beau Harbin
EXCUSED:	Christopher Newell

ON MOTION OF WAGNER

Resolution of the Legislature of the County of Cortland, Extending Taxes on Sales and Uses of Tangible Personal Property and of Certain Services, and on Occupancy of Hotel Rooms and Amusement Charges, Pursuant to Article 29 of the Tax Laws of the State of New York

WHEREAS, New York State Tax Law §1210(i)(12) as last amended by Laws of 2023, Chapter 256, on July 28, 2023 authorizes Cortland County to adopt and amend local laws, ordinances or resolutions imposing taxes at a rate which is one percent additional to the three percent rate authorized for the County for a period beginning September 1, 1992 and ending November 30, 2025, AND

WHEREAS, the tax previously authorized by Cortland County Resolution No. 237 of 2020 will expire November 30, 2023, AND

WHEREAS, in the current economic climate it would create financial hardship for Cortland County if this source of revenue was to expire, and such loss would result in a substantial burden on County property owners through increased property taxes or loss of essential services;

NOW, THEREFORE, BE IT ENACTED by the County Legislature of the County of Cortland, as follows:

SECTION 1. The first sentence of section two of Resolution No. 216 as enacted in nineteen hundred sixty-seven, as last amended by Resolution No. 237 for the year 2020, is amended to read as follows:

SECTION 2. IMPOSITION OF SALES TAX

On and after March first, nineteen hundred sixty eight, there is hereby imposed and there shall be paid a tax of three percent upon, and for the period commencing September 1, 1992, and ending November 30, 2025, there is hereby imposed and there shall be paid an additional tax of one percent upon:

"SECTION 2. Subdivision (f) of section three of Resolution No. 216 as enacted in nineteen hundred sixty-seven, as amended, is amended to read as follows:

(f) with respect to the additional tax of one percent imposed for the period commencing September 1, 1992, and ending November 30, 2025, the provisions of subdivisions (a), (b), (c), (d), and (e) of this section apply, except that for the purposes of this subdivision, all references in said subdivisions (a), (b), (c) and (d) to an effective date shall be read as referring to September 1, 1992, all references in said subdivision (a) to the date four months prior to the effective date shall be read as referring to May 1, 1992 and the reference in subdivision (b) to the date immediately preceding the effective date shall be read as referring to August 31, 1992. Nothing herein shall be deemed exempt from tax at the rate in effect prior to September 1, 1992 any transaction which may not be subject to the additional tax imposed effective on that date."

SECTION 3. Section four of Resolution No. 216 as enacted in nineteen hundred sixty-seven, as amended, is amended to read as follows:

"SECTION 4. IMPOSITION OF COMPENSATING USE TAX

(a) Except to the extent that property or services have already been or will be subject to the sales tax under this enactment, there is hereby imposed on every person a use tax for the use within this taxing jurisdiction on and after September 1, 1992, except as otherwise exempted under this enactment,

(A) of any tangible property purchased at retail,

(B) of any tangible personal property (other than computer software used by the author or other creator) manufactured, processed or assembled by the user,

(i) if items of the same kind of tangible personal property are offered for sale by him in the regular course of business, or

(ii) if items are used as such or incorporated into a structure, building or real property, by a contractor, subcontractor or repairman in erecting structures or buildings, or building on, or otherwise adding to, altering, improving, maintaining, servicing or repairing real property, property or land, as the terms real property, property or land are defined in the Real Property Tax Law, if items of the same kind are not offered for sale as such by such contractor, subcontractor or repairman or other user in the regular course of business,

(C) of any of the services described in paragraphs (1), (7) and (8) of subdivision (c) of section two,

(D) of any tangible personal property, however acquired, where not acquired for purposes of resale, upon which any of the services described under paragraphs (2), (3) and (7) of subdivision (c) of section two have been performed,

(E) of any telephone answering service described in subdivision (b) of section two and,

(F) of any computer software written or otherwise created by the user if the user offers software of a similar kind for sale as such or as a component part of other property in the regular course of business.

(b) For purposes of clause (A) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2025, the tax shall be at the rate of four percent, and on and after December 1, 2025, the tax rate shall be at the rate of three percent, of the consideration given or contracted to be given for such property, or for the use of such property, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section one, but excluding any credit for tangible personal property accepted in part payment and intended for resale.

(c) For purposes of sub-clause (i) of clause (B) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2025, the tax shall be at the rate of four percent, and on and after December 1, 2025, the tax shall be at the rate of three percent, of the price at which items of the same kind of tangible personal property are offered for sale by the user, and the mere storage, keeping, retention or withdrawal from storage of tangible personal property by the person who manufactured, processed or assembled such property shall not be deemed a taxable use by him.

(d) For purposes of subclause (ii) of clause (B) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2025, the tax shall be at the rate of four percent, and on and after December 1, 2025, the tax shall be at the rate of three percent of the consideration given or contracted to be given for the tangible personal property manufactured, processed or assembled into the tangible personal property the use of which is subject to tax, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of section one.

(e) Notwithstanding the foregoing provisions of this section, for purposes of clause (B) of subdivision (a) of this section, there shall be no tax on any portion of such price which represents the value added by the user to tangible personal property which he fabricates and installs to the specifications of an addition or capital improvement to real property, property or land, as the

terms real property, property or land are defined in the Real Property Tax Law, over and above the prevailing normal purchase price prior to such fabrication of such tangible personal property which a manufacturer, producer or assembler would charge an unrelated contractor who similarly fabricated and installed such tangible personal property to the specifications of an addition or capital improvement to such real property, property or land.

(f) For purposes of clauses (C), (D) and (E) of subdivision (a) of this section, for the period commencing September 1, 1992 and ending November 30, 2025, the tax shall be at the rate of four percent, and on and after December 1, 2025, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the service, including the consideration for any tangible personal property transferred in conjunction with the performance of the service and also including any charges for shipping and delivery of the property so transferred and of the tangible personal property upon which the service was performed as such charges are described in paragraph three of subdivision (b) of section one.

(g) For purposes of clause (F) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2025, the tax shall be at the rate of four percent, and on and after December 1, 2025, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property which constitutes the blank medium, such as disks or tapes, used in conjunction with the software, or for the use of such property, and the mere storage, keeping, retention or withdrawal from storage of computer software described in such clause (F) by its author or other creator, shall not be deemed a taxable use by such person."

SECTION 4. Paragraph (B) of subdivision (1) of section eleven of Resolution No. 216 as enacted in nineteen hundred sixty-seven, as amended, is amended to read as follows:

(B) With respect to the additional tax of one percent imposed for the period beginning September 1, 1992, and ending November 30, 2025**,** in respect to the use of property used by the purchaser in this County prior to September 1, 1992.

SECTION 5. Paragraph (1) of subdivision (c) of section fourteen of Resolution No. 216 as enacted in nineteen hundred sixty-seven, as amended, is amended to read as follows:

(c)(1) Not withstanding any other provision of law, net collections distributed to the County by the State Comptroller pursuant to subdivision (c) of section 1261 of the Tax Law of the State of New York, including net collections attributable to the additional one percent sales and compensating use taxes, shall be disposed of in accordance with the sales tax allocation and distribution agreement entered into by Cortland County and the City of Cortland on August 9, 2018, and approved by the State Comptroller pursuant to section 1262 (c) of the Tax Law, during the period that such agreement is in effect as follows:

(1) Term: This agreement shall commence on January 1, 2019 and shall continue until December 31 2028. Either party may cancel this contract at any time after June 1st, 2023 upon giving the other party a six month notice to terminate so authorized by a two-thirds majority vote of the terminating party's total governing board.

(2) Deduction of the Fixed Sum Certain Annual Amounts: There shall be deducted from the annual gross distribution of sales tax received from the State of New York the following fixed sum in annual amounts: $1.5 Million for County purposes;

Beginning January 1st 2019 - December 31st, 2023:

For County Purposes- 54%

For City Purposes - 17.75%

For Towns and Village Purposes - 28.25%

Beginning January 1st, 2024 - December 31st, 2028:

For County Purposes- 55%

For City Purposes - 17.38%

For Towns and Village Purposes - 27.62%

Distribution of net sales and compensating use taxes will be prepared and processed for the Cortland County Legislature's Finance and Administration Committee meeting following thirty (30) days after the end of each quarter. After approval by the Finance and Administration Committee and the approval of the full Cortland County Legislature, payment will be released to the respective municipalities the first working day following the County Legislative session (session is normally held the last Thursday of each month). Tentative scheduled releases will be May, August, November, and February.

SECTION 6. This enactment shall take effect December 1, 2023.

CONSENT AGENDA - Items on the Consent Agenda have been endorsed by the various standing committees. Finance & Administration Committee Members may request any item be pulled from the consent agenda for further discussion and separate vote.

Referred from Ag/Planning/Environmental Committee

Referred from Building & Grounds Committee

AGENDA ITEM NO. 1 – 111 Port Watson Street Additional Engineering and Architectural - Mental Health Department

RESULT:	**APPROVED [UNANIMOUS]** **Next: 9/28/2023 6:00 PM**
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF HEIDER

111 Port Watson Street Additional Engineering and Architectural - Mental Health Department

WHEREAS, Cortland County is currently under contract with Bell and Spina Architects located at 215 Wyoming Street, Syracuse NY for architectural and engineering services for the Mental Health building project at 111 Port Watson St, Cortland NY (Contract No. 155-22, Resolution No. 132-22), AND

WHEREAS, Bell and Spina has submitted a change order for engineering and architectural design for an additional space request which was not part of the original request, AND

WHEREAS, the Cortland County Legislature's Buildings and Grounds Committee has reviewed

the proposal and has recommended moving forward with this proposal with funding to be paid from the Office of Mental Health Building Fund, A43115.52320.ARP, NOW THEREFORE BE IT

RESOLVED, that the Cortland Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or Designee, to approve this additional change order for design and engineering for additional space at a cost not to exceed $43,900.

AGENDA ITEM NO. 2 – Authorize Agreement with Sixth Judicial District for Court Cleaning and Maintenance Services - Buildings and Grounds Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 9/28/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF HEIDER

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

WHEREAS, 1996 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 Financial Law affecting the Maintenance & Operating procedures for the New York State Unified Court System 6th Judicial Court District as it relates to Cortland County, AND

WHEREAS, the New York State Unified Court System 6th Judicial District has presented a new 5-year agreement to the County covering the period of April 1, 2023 through March 31, 2028, AND

WHEREAS, the New York State Unified Court System 6th Judicial District has submitted an annual contract renewal letter dated August 1, 2023, which reflects a 2023-2024 contract amount of $751,427.00, 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 6th Judicial District.

Referred from Health & Human Services

AGENDA ITEM NO. 3 – Amend Budget and Transfer Funds to Safety Net Account - Department of Social Services

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 9/28/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF HOMER

Amend Budget and Transfer Funds to Safety Net Account - Department of Social Services

WHEREAS, expenditures for Safety Net cases and temporary housing are trending higher this year and are expected to exceed the amount appropriated in our 2023 budget, NOW THEREFORE BE IT

RESOLVED, that the 2023 County Budget be and hereby is amended as follows:

Decrease:
Child Care (Raise The Age)
A60105.56119.RTA Current 738,000.00 Decrease ($600,000) New = $138,000.00

Increase:
Safety Net
A60105.56140 Current $2,183,200,000.00 Increase +$600,000 New = $2,783,200.00

AGENDA ITEM NO. 4 – Amend Budget Other Compensation and Raises - Department of Social Services

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 9/28/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF HOMER

Amend Budget Other Compensation and Raises - Department of Social Services

WHEREAS, expenditures for vacation payouts have increased due to staff turnover, AND

WHEREAS, expenditures for Child Protective Services on-call pay are trending higher this year, AND

WHEREAS, our expenses in the Other Compensation and Raises account are expected to exceed the amount appropriated in our 2023 budget, NOW THEREFORE BE IT

RESOLVED, that the 2023 County Budget be and hereby is amended as follows:

DECREASE:

Personal Service:
A60105.51005 Current 5,637,848.00 DECREASE ($40,000) New = $5,597,848.00

INCREASE:

Other Compensation and Raises:
A60105.51035 Current $175,000.00 INCREASE +$40,000 New = $215,000.00

AGENDA ITEM NO. 5 – Accept Funds Resource Allocation Plan New York State Office of Children and Family Services Youth Bureau Sports Funding - Youth Bureau/Health Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 9/28/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF HOMER

Accept Funds Resource Allocation Plan New York State Office of Children and Family Services Youth Bureau Sports Funding - Youth Bureau/Health Department

WHEREAS, the New York State (NYS) Office of Children and Family Services, through the Resource Allocation Plan, has made available the sum of $68,687 to Cortland County through the Youth Bureau, AND

WHEREAS, the NYS Office of Children and Family Services, through the Resource Allocation Plan, has made available the sum of $23,440 to Cortland County Youth Bureau for Youth Sports and Education, AND

WHEREAS, the NYS Office of Children and Family Services, through the Resource Allocation Plan, has made available the sum of $21,231 to Cortland County Youth Bureau for Youth Sports Allocations, AND

WHEREAS, each municipal youth bureau will receive an allocation for the Sports Opportunity Funding to serve children and youth ages 6-17 based on the population of eligible youth in the County, AND

WHEREAS, the County Youth Bureau has designated the funds to the various County municipalities and agencies for the year October 1, 2023 through September 30, 2024 and for which a copy is in the County Youth Bureau Office, AND

WHEREAS, $92,669 will be allocated to Cortland County municipalities and $20,689 will be allocated to the Cortland County Youth Bureau administration, AND

WHEREAS, the 2023 County Budget will need to be amended as follows:

Revenue:		(Inc)/Dec
A73125.43820.YB	Youth Bureau	($113,358)
A40105.43401.4000	Article Six State Aid	$3,689

Expenditure:		Inc/Dec
A73125.54815	Contracted Services	$92,669
A73125.51005	Personnel Services	$20,689

, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be and hereby is authorized to execute the Resource Allocation Planning Agreement with the NYS Office of Children and Family Services and contract with approved agencies, AND BE IT FURTHER

RESOLVED, that the Treasurer's/Finance Office is authorized to pay from the appropriate expense account and that in the event that the county does not receive the appropriate funds from the NY

State Office of Children and Family Services, the County shall not be liable to pay any of its own funds to meet any deficiency under the terms of the contract.

AGENDA ITEM NO. 6 – Award Bid/Authorize Agreement for the Development of a Cortland County Prevention Program with the Cortland County Mental Health Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 9/28/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF HOMER

Award Bid/Authorize Agreement for the Development of a Cortland County Prevention Program with the Cortland County Mental Health Department

WHEREAS, Cortland County submitted a Request for Proposals for the Development of a Cortland County Prevention Program with the Cortland County Mental Health Department, AND

WHEREAS, all proposals were solicited in accordance with County policy, AND

WHEREAS, one proposal was received in response to the request for proposals as follows:

Company	Address	Amount
Family & Children's Counseling Services	165 Main Street, Suite A Cortland, New York 13045	$102,216

, AND

WHEREAS, based upon the results of the bid, the Health and Human Services Committee recommends that bid be awarded to the lowest responsible bidder, AND

WHEREAS, the Health and Human Services recommends the bid be awarded to Family & Children's Counseling Services, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into an agreement with Family & Children's Counseling Services for the Development of a Cortland County Prevention Program with the Cortland County Mental Health Department at a cost not to exceed $102,216.

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 7 – Authorize Agreement with Motorola - Edge Availability - Department of Emergency Response and Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 9/28/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON

Authorize Agreement with Motorola - Edge Availability - Department of Emergency Response and Communications

WHEREAS, Cortland County's Department of Emergency Response and Communications was awarded a grant from New York State Department of Homeland Security in the amount of $5,000,000 in support of improvements to the County's radio system, AND

WHEREAS, the County has received a proposal from Motorola, Incorporated to upgrade the County's radio system to include Edge Availability that will run the County's radio system in the event of a network or system core failure, in the amount of $254,713, AND

WHEREAS, this expense is in support of the grant award and funds are budgeted in A30205.52015.27SIC, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is authorized to execute a contract with Motorola, Incorporated for Edge Availability upgrade to the County's radio system in the amount of $254,713.

AGENDA ITEM NO. 8 – Authorize Agreement for Preventative Maintenance with Motorola Solutions - Department of Emergency Response

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 9/28/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF FAIRCHILD-PRESTON

Authorize Agreement for Preventative Maintenance with Motorola Solutions - Department of Emergency Response

WHEREAS, Cortland County's existing 911 radio system, which is the primary component for handling emergency service calls, is in need of preventative maintenance and upgrading to allow for improved communications and interoperability between field providers and County 911 centers, AND

WHEREAS, it is in the best interest of the County to maintain its radio system and keep its infrastructure in a constant state of readiness and high availability, AND

WHEREAS, Motorola is the sole source vendor providing these upgrades based on the awarded RFP by Cortland County in 2011, AND

WHEREAS, Motorola has been providing preventative maintenance on the County's radio

system since 2018 under resolution 248-18, AND

WHEREAS, Motorola has agreed to keep the expenses related to this project to a fixed cost for the duration of the contract as long as funding is approved from the Department of Homeland Security, AND

WHEREAS, the cost of this project is $673,783 for 2024 with options to renew for the years 2025-2028, grant funding dependent, AND

WHEREAS, should funding not be approved by the Department of Homeland Security the contract between Motorola and the County will have an opt out clause at any point of the contract without penalty, AND

WHEREAS, funds previously allocated under the grant award to Cortland County's Department of Emergency Response & Communications from the New York State Department of Homeland Security Office of Interoperable Emergency Communications in the amount of $5,000,000 will allow for this expense and the net county cost is zero and are budgeted in A30205.52015.27SIC, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or her designee and subject to appropriation of funding, be and hereby is authorized to sign the upgrade and preventative maintenance contract with Motorola at an amount not to exceed $673,783 per year for the years of 2024-2028.

Referred from Highway Committee

AGENDA ITEM NO. 9 – Create Four (4) Temporary Motor Equipment Operators - Highway Department

RESULT:	**APPROVED [UNANIMOUS]** **Next: 9/28/2023 6:00 PM**
MOVER:	Sandra Price, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Price, Wagner, Jones, Harbin, Stock, Eccleston
EXCUSED:	Christopher Newell

ON MOTION OF NEWELL

Create Four (4) Temporary Motor Equipment Operators - Highway Department

WHEREAS, the needs of the Highway Department will be better served by creating four (4) Motor Equipment Operators (temporary, not to exceed six months), AND

WHEREAS, the Cortland County Legislature's Highway Committee recommends the creation of these positions, NOW THEREFORE BE IT

RESOLVED, that four (4) Motor Equipment Operators (Grade 14, $20.6041-$26.0742/hour, non-competitive class, full time, temporary, not to exceed six months, no benefits) be created with permission to fill effective November 1, 2023.

Referred from Government Operations Committee

AGENDA ITEM NO. 10 – Set Self Insurance Rates – Cortland County Health Insurance Program

RESULT:	**APPROVED [5 TO 1]**
	Next: 9/28/2023 6:00 PM
MOVER:	Linda Jones, Committee Member
SECONDER:	Richard Stock, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
NAYS:	Beau Harbin
EXCUSED:	Christopher Newell

ON MOTION OF STOCK

Set Self Insurance Rates – Cortland County Health Insurance Program

WHEREAS, the County sets premium equivalent rates to be charged to employees, retirees and/or County agencies participating in the County's Health, Dental and Vision Insurance programs, AND

WHEREAS, said premiums are based upon claims experience within each program, AND

WHEREAS, Assured Partners has recommended premium equivalents based upon projected claims during the period January 1, 2023 through December 31, 2023, NOW THEREFORE BE IT

RESOLVED, that effective January 1, 2024, the premium equivalents to be charged to the employees, retirees and/or County agencies participating in the Cortland County Health Insurance Program shall be in accordance with the schedule below.

MONTHLY INSURANCE PREMIUM EQUIVALENT RATES

HEALTH INSURANCE RATES - TRADITIONAL PLAN

2023		**2024**	10.4% increase
Individual	$ 810.04	$ 894.28	
Family	$1970.30	$ 2175.21	

HEALTH INSURANCE RATES - PPO PLAN

(For all employees hired in the General, Corrections, Civilian, and Department of Emergency Response and Communications Unions 1/1/2020 and after, employees hired in the CPAC union 1/1/2022 and after, and employees hired in the NYSNA union and Management Compensation Plan 1/1/2023 and after)

2023		**2024**	10.4% increase
Individual	$729.03	$804.85	
Family	$1773.27	$1957.69	

DENTAL INSURANCE RATES

2023		**2024**	NO CHANGE
Individual	$15.04	$15.04	
Family	$60.17	$60.17	

VISION INSURANCE RATES

2023		**2024**	NO CHANGE
Individual	$3.25	$3.25	
Family	$13.00	$13.00	

MONTHLY REPORTS

1. Real Property Tax Services Monthly Report

RESULT:	COMPLETED

2. Treasurer Monthly Report

RESULT:	COMPLETED

3. July 2023 Financial Reports

RESULT:	COMPLETED

Adjournment

The meeting was closed at 11:26 AM

Finance & Administration Committee

Committee Meeting

~ Minutes ~

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

Tuesday, August 15, 2023 **10:30 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 11:44 AM by Committee Chair George Wagner

Attendee Name	Organization	Title	Status	Arrived
Sandra Price	Cortland County, NY	Committee Member	Present	
George Wagner	Cortland County, NY	Committee Chair	Present	
Linda Jones	Cortland County, NY	Committee Member	Present	
Christopher Newell	Cortland County, NY	Committee Vice Chair	Excused	
Beau Harbin	Cortland County, NY	Committee Member	Excused	
Richard Stock	Cortland County, NY	Committee Member	Present	
Mitchel Eccleston	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Kimberly Biglarderi	Cortland County, NY	Deputy Clerk of the Legislature	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Stephen Trobert	Cortland County, NY	Manager of Audit & Financial Projects	Present	
Korie Post	Tomkins Cortland Community College	Associate Director of Budget and Finance	Present	
Sophia Darling	Tomkins Cortland Community College	VP of Fianance and Administration	Present	
Amy Kremenek	Tomkins Cortland Community College	President	Present	
Michelle Enright	Cortland County, NY		Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Laura Fox	Cortland County, NY	Real Property Tax Services	Present	
Victoria J. Monty	Cortland County, NY	County Attorney	Present	
Ben Owens	Insero		Present	
Duane Schon	Insero		Present	
Margaret Mellott	Cortland Standard	Reporter	Remote	
Carlita Withers	Cortland County, NY	Assistant Accountant	Remote	
Eddie Velazquez	Cortland Voice	Reporter	Remote	

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MINUTES

1. Finance & Administration Committee - Committee Meeting - Jun 13, 2023 10:00 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Sandra Price, Committee Member
SECONDER:	Linda Jones, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

PRESENTATIONS

1. 2022 External Audit Report

RESULT:	**COMPLETED**

2. Cortland County Convention & Visitor's Bureau Update - Executive Director Michelle Enright

RESULT:	**COMPLETED**

RESOLUTIONS

AGENDA ITEM NO. 1 – Adopt 2023-2024 Tompkins Cortland Community College Operating Budget

RESULT:	**APPROVED [UNANIMOUS]** **Next: 8/24/2023 6:00 PM**
MOVER:	Sandra Price, Committee Member
SECONDER:	Richard Stock, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF WAGNER **RESOLUTION NO. 120-23**

Adopt 2023-2024 Tompkins Cortland Community College Operating Budget

WHEREAS, the Board of Trustees of Tompkins Cortland Community College has presented to this Legislature an Operating Budget for the college fiscal year September 1, 2023 through August 31, 2024, AND

WHEREAS, a public hearing on said budget has been held on August 24, 2023, and heard all persons wishing to speak on this topic, pursuant to notice duly published, NOW THEREFORE BE IT

RESOLVED, that said operating budget in the amount of $34,862,992 be and hereby is approved and adopted, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature include in the Cortland County Budget for the year 2024 an amount determined pursuant to a plan for said college per adopted Resolution No. 129 for the year 1966, as amended by Resolution No. 128 and 131 for the year 1971, totaling approximately $1,855,495 as Cortland County's share of the total Sponsoring Community Contribution of $4,882,882, to be paid in four payments from account #A24955.54780 after January 1, 2024, AND BE IT FURTHER

RESOLVED, that this resolution shall become effective upon adoption of a concurrent resolution by the Tompkins County Legislature.

AGENDA ITEM NO. 2 – Authorize Distribution of Second Quarter 2023 Sales Tax

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RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Linda Jones, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF WAGNER **RESOLUTION NO. 150-23**

Authorize Distribution of Second Quarter 2023 Sales Tax

WHEREAS, the Cortland County Legislature adopted Resolution No. 221-18, which provides for the distribution of sales tax from the County to local municipalities, AND

WHEREAS, the sales tax sharing agreement provides for the deduction directly from the gross sales tax distribution received from the State of New York a fixed sum of $1,500,000 for County purposes, with the remaining balance of the revenues to be distributed for use by the County, City of Cortland, and the various municipalities within Cortland County, AND

WHEREAS, the gross deduction for County purposes will be provided for quarterly, AND

WHEREAS, the 2023 second quarter sales tax information has been provided by the New York State Comptroller's Office showing a total collection for second quarter 2023 to be $9,758,908.82, AND

WHEREAS, the total amount available for distribution is $9,383,908.82, after the direct deduction for County purposes, AND

WHEREAS, individual municipalities by resolution have opted to apply a portion of their sales tax dollars to off-set the property tax levy and that amount ($725,000.00) is to be withheld from the quarterly distribution, AND

WHEREAS, Cortland County receives (54%), or $5,067,310.76 of the total net quarterly distribution, AND

WHEREAS, respective payments are now ready for disbursement, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the County Treasurer or designee to release sales tax payments for the second quarter of 2023 as so stated below from Account No. A19855.54101 in either the form of a county check or by direct bank transfer as per the request of the receiving municipality:

Municipality	Distribution Amount Pre-Tax Credit	Applied Tax Credits	Net Distribution After Tax Credit	Balance Owed Against Tax Credits
Cortland, City of	$1,665,643.82	$-0-	$1,665,643.82	$-0-
Cincinnatus, Town of	$71,510.31	$-0-	$71,510.31	$-0-
Cortlandville, Town of	$819,689.65	$-0-	$819,689.65	$-0-
Cuyler, Town of	$69,054.39	$(28,750.00)	$40,304.39	$-0-
Freetown, Town of	$54,712.19	$-0-	$54,712.19	$-0-
Harford, Town of	$77,241.70	$-0-	$77,241.70	$-0-
Homer, Town of	$282,000.98	$-0-	$282,000.98	$-0-

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Homer, Village of	$201,069.39	$-0-	$201,069.39	$-0-
Lapeer, Town of	$109,051.57	$(82,500.00)	$26,551.57	$-0-
Marathon, Town of	$83,393.67	$-0-	$83,393.67	$-0-
Marathon, Village of	$42,965.41	$-0-	$42,965.41	$-0-
McGraw, Village of	$36,970.22	$-0-	$36,970.22	$-0-
Preble, Town of	$146,886.22	$-0-	$146,886.22	$-0-
Scott, Town of	$87,351.77	$-0-	$87,351.77	$-0-
Solon, Town of	$81,809.71	$-0-	$81,809.71	$-0-
Taylor, Town of	$44,844.53	$-0-	$44,844.53	$-0-
Truxton, Town of	$105,926.57	$-0-	$105,926.57	$-0-
Virgil, Town of	$267,260.48	$(25,000.00)	$242,260.48	$-0-
Willet, Town of	$69,215.48	$-0-	$69,215.48	$-0-
Total	$4,316,598.06	$(136,250.00)	$4,180,348.06	$-0-

, AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer or designee is hereby directed to deposit the County's "off the top" sum of $375,000 in the appropriate reserves and accounts as designated in Resolution No. 294-20.

AGENDA ITEM NO. 3 – Designate Cortland County Convention and Visitors Bureau as Cortland County's Tourism Promotion Agency

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Linda Jones, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF WAGNER **RESOLUTION NO. 122-23**

Designate Cortland County Convention and Visitors Bureau as Cortland County's Tourism Promotion Agency

WHEREAS, the New York State Division of Tourism's Matching Grant Program is designated to encourage tourism promotion throughout New York and adjacent states, AND

WHEREAS, the Cortland County Convention and Visitors Bureau Inc., a non-profit organization promoting Cortland County as a tourism destination, qualifies as the official Tourism Promotion Agency for Cortland County, AND

WHEREAS, the Cortland County Convention and Visitors Bureau Inc. has requested to be designated the Tourism Promotion Agency for Cortland County in 2024, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Convention and Visitors Bureau Inc., is hereby designated for 2024 by the Cortland County Legislature to make application for and receive grants on behalf of the County pursuant to the New York State Tourism Promotion Act.

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AGENDA ITEM NO. 4 – Authorize Agreement Cortland County Convention and Visitors Bureau for Provision of Public Benefits Services for Promotion and Publicity

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	Richard Stock, Committee Member
SECONDER:	Linda Jones, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF WAGNER **RESOLUTION NO. 121-23**

Authorize Agreement Cortland County Convention and Visitors Bureau for Provision of Public Benefits Services for Promotion and Publicity

WHEREAS, the County of Cortland desires to promote and publicize the advantages, benefits and attractions of Cortland County in order to attract visitors, businesses and industry, AND

WHEREAS, Cortland County has imposed a Hotel/Motel Occupancy Tax for the purpose of funding Tourism Promotion, AND

WHEREAS, Section 224 of County Law provides the County may contract with non-profit organizations, other corporations, associations and agencies within the County to provide such publicity services, upon certain terms and conditions, AND

WHEREAS, the Cortland County Convention and Visitors Bureau Inc. (CVB), is a non-profit organization promoting Cortland County as a tourism destination, NOW THEREFORE BE IT

RESOLVED, that pursuant to Section 224 of County Law, the County shall enter into a contract with the Cortland County Convention and Visitors Bureau Inc. under the following terms and conditions:

1. The CVB shall provide the County with its services and shall promote and publicize the advantages of Cortland County in such a mode and manner as it deems appropriate, including, but not limited to, all media, print, radio, television, direct contact, event publicity, contests, or other promotional devices.

2. The CVB shall be responsible for the distribution of occupancy funds as outlined in the Cortland County Occupancy Tax Funding Request Guidelines.

3. Cortland County will collect occupancy taxes as prescribed in Local Law No. 1 of 2002 and shall remit those funds to the CVB for redistribution.

4. Cortland County will retain 10% of the occupancy funds per Section 4 (12) of Local Law No. 1 of 2002 for the purpose of administering such tax.

5. The Cortland County Finance Director shall remit to the CVB the sum of $741,171.06, consistent with the 2022 Occupancy tax collections, to the tourism and publicity account.

6. The term of this agreement shall be one (1) year from January 1, 2024 to December 31, 2024.

7. Within thirty (30) days of the termination of this agreement, the CVB shall provide and render to the County a verified account of the disbursements of such organization with verified or certified vouchers therefore attached. The County Chairman or designee may request such verified accounting be rendered to the County each quarter during the term of this agreement.

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8. The CVB shall place any unused monies into a dedicated account for the purpose of developing new events and funding unanticipated activities that support tourism in Cortland County with an emphasis on events that produce multi-day visits or overnight stays.

, AND BE IT FURTHER

RESOLVED, that the County Administrator is authorized and directed to enter into an agreement, upon review and approval of the County Attorney or designee, with the Cortland County Convention and Visitors Bureau Inc. for the period January 1, 2024 through December 31, 2024 in accordance with the terms and conditions listed above.

CONSENT AGENDA - Items on the Consent Agenda have been endorsed by the various standing committees. Finance & Administration Committee Members may request any item be pulled from the consent agenda for further discussion and separate vote.

Referred from Ag/Planning/Environmental Committee

AGENDA ITEM NO. 1 – Authorize Agreement for Consulting Services to Create a Cortland County Strategic Development Plan - Planning Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF HARBIN **RESOLUTION NO. 137-23**

Authorize Agreement for Consulting Services to Create a Cortland County Strategic Development Plan - Planning Department

WHEREAS, the Cortland County Planning Department advertised for proposals for Consulting Services to create a Cortland County Strategic Development Plan, AND

WHEREAS, Resolution No. 174-22 approved monies awarded from Appalachian Regional Commission (ARC) and Empire State Development (ESD) in the amount of $190,000 with a County match of $10,000 for the cost of services to create a Cortland County Strategic Development Plan, AND

WHEREAS, the Cortland County Planning Department received proposals from the following consultants:

MRB Group D.P.C. - $200,000
220 Salina Meadows Parkway #180
Syracuse, NY 13212

C&S Engineers, Inc. - $200,000
499 Col Eileen Collins Blvd
Syracuse, NY 13212

, NOW THEREFORE BE IT

RESOLVED, that in accordance with the recommendations of involved parties, the County

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Legislature hereby awards the contract for consulting services to create a Cortland County strategic development plan to MRB Group, D.P.C., AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to execute the necessary agreements for said contract, AND BE IT FURTHER

RESOLVED, that all costs associated with the consulting services to create a Cortland County strategic development plan shall be paid from account #A80205.54055.

AGENDA ITEM NO. 2 – Authorize Grant Application with New York State Department of Parks, Recreation and Historic Preservation for 2023-2024 Cortland County Snowmobile Trail Development and Maintenance Grant - Planning Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF HARBIN **RESOLUTION NO. 141-23**

Authorize Grant Application with New York State Department of Parks, Recreation and Historic Preservation for 2023-2024 Cortland County Snowmobile Trail Development and Maintenance Grant - Planning Department

WHEREAS, Article 27 of the New York State Parks, Recreation and Historic Preservation Law establishes a mechanism for allocating funds to local governmental sponsors for the development and maintenance of snowmobile trails designated as part of the State Snowmobile Trail System, AND

WHEREAS, Cortland County is designated as the Local Sponsor under Section 27.17 of the New York State Parks, Recreation and Historic Preservation Law for the purpose of preparing a grant application for Snowmobile Trail Development and Maintenance for the period April 1, 2023 to March 31, 2024, AND

WHEREAS, the County will retain an administration fee up to ten percent (10%) of the grant award to offset the actual cost for administration expenses incurred as the local grant sponsor for the period of April 1, 2023 to March 31, 2024, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized to sign the Local Sponsor Signature Form with documentation to support Department of Environmental Conservation, Department of Transportation, Landowner and other State, or Federal Land Permissions for each Cortland County club to become part of the New York State Snowmobile Trail System, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee is hereby authorized to electronically sign all materials as it pertains to the Phase III approval of permissible expenses for Snowmobile Trail development and maintenance Grant for the period April 1, 2023 to March 31, 2024.

AGENDA ITEM NO. 3 – Authorize Agreements Various Snowmobile Clubs for Annual Snowmobile Trail Maintenance - Grant Funding Years 2023-2024 - Planning Department

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RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF HARBIN **RESOLUTION NO. 142-23**

Authorize Agreements Various Snowmobile Clubs for Annual Snowmobile Trail Maintenance - Grant Funding Years 2023-2024 - Planning Department

WHEREAS, Article 27 of the New York State Parks, Recreation and Historic Preservation Law establishes a mechanism for allocating funds to local governmental sponsors for the development and maintenance of snowmobile trails designated as part of the State Snowmobile Trail System, AND

WHEREAS, Cortland County under Section 27.17 of the State Parks, Recreation and Historic Preservation Law will apply for Snowmobile Trail Development and Maintenance grant funding for the period April 1, 2023 to March 31, 2024, AND

WHEREAS, Cortland County enters into agreements with certain Snowmobile Clubs to ensure that the clubs perform trail maintenance and grooming of existing trails throughout Cortland County, AND

WHEREAS, the County serves as the local sponsor for the grant application and as the grant recipient, AND

WHEREAS, the County will retain an administration fee of up to ten percent (10%) of the grant award to offset the actual cost of administering the grant for the period April 1, 2023 to March 31, 2024, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby authorizes the County Administrator, upon review and approval by the County Attorney or designee, to sign agreements with the following snowmobile clubs: Truxton Snowmobile Club, Inc., Trailblazers of Onondaga & Cortland County (Tully Trailblazers), Trail Hounds, Inc., Seven Valley Snow Goers, Inc., Ridge Rider's Snowmobile Club, Inc., Marathon Snowdusters, Inc., LaFayette Trailriders, and Dryden Caroline Drifters Snowmobile Club for the purposes as previously stated for the period April 1, 2023 to March 31, 2024.

Referred from Building & Grounds Committee

AGENDA ITEM NO. 4 – Award Bid/Authorize Contract 37 Church Street Shingle Roof Replacement - Buildings and Grounds

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF HEIDER **RESOLUTION NO. 127-23**

Award Bid/Authorize Contract 37 Church Street Shingle Roof Replacement - Buildings and Grounds

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WHEREAS, a Request for Proposals (RFP) was issued for the tear-off, repair and replacement of the shingled portion of the roof at 37 Church Street, Cortland, New York 13045, AND

WHEREAS, bids were received from the following:

Company	Address	Amount
Universal Builders	97 Depot St. Canisteo, NY 14823	$42,964
Marchuska Brothers	408 Commerce Road Vestal, NY 13850	$49,945
New Britain Roofing, Inc.	721 Fox Street Horseheads, NY 14845	$98,000
Pulver Roofing Company, Inc.	1418 Erie Street Utica, NY 13502	$96,000
Sierra Contractors Corp.	14-31 28th Ave., # 6 Astoria, NY 11102	$111,000

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that bid be awarded to the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that Universal Builders is hereby awarded the bid for the tear-off, repair and replacement of the shingled portion of the roof at 37 Church Street, Cortland, New York 13045, AND BE IT FURTHER

RESOLVED, that the funds for this project are to come from the Buildings & Grounds Capital Project Reserve Fund, Account No. A386300.B&G, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into a contract with Universal Builders of 97 Depot St., Canisteo, NY 14823 for the tear-off, repair and replacement of the shingled portion of the roof at 37 Church Street, Cortland, New York 13045 at a cost not to exceed $42,964.

AGENDA ITEM NO. 5 – Authorize Change Order for Investigative Work and Repairs at Cortland County Courthouse

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF HEIDER **RESOLUTION NO. 130-23**

Authorize Change Order for Investigative Work and Repairs at Cortland County Courthouse

WHEREAS, Cortland County wishes to continue restoration/improvements to the historic County Courthouse entrances and exterior, AND

WHEREAS, Cortland County received a change order from Bell and Spina Architects, AND

WHEREAS, Bell and Spina has submitted a proposal for the investigative work for the additional repairs from R. E. Kelley who is currently constructing the new steps, AND

WHEREAS, the Cortland County Legislature's Buildings and Grounds Committee has reviewed

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the proposal and has recommended moving forward with this proposal with funding to be paid from A16205.52320.ARP, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to sign the change order with Bell and Spina Architects 215 Wyoming St. St #201 Syracuse, NY 13204, for a cost not to exceed $5,160, AND BE IT FURTHER

RESOLVED, that the County Administrator be and hereby is authorized to approve change orders for an amount not to exceed $25,000 per change order for projects, upon approval of the Buildings and Grounds Committee Chair.

AGENDA ITEM NO. 6 – Authorize Elevation Change Order for Cortland County Courthouse Project

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF HEIDER **RESOLUTION NO. 129-23**

Authorize Elevation Change Order for Cortland County Courthouse Project

WHEREAS, Cortland County is restoring the Main Entrance Steps to the historic County Courthouse, AND

WHEREAS, Cortland County received a change order from Bell and Spina Architects, AND

WHEREAS, Bell and Spina has submitted a proposal for elevation changes needed beneath grade that were not equal to the current Courthouse footings, and also address and reconstruct the existing brick wall pocket voids not identified until excavated, AND

WHEREAS, the Cortland County Legislature's Buildings and Grounds Committee has reviewed the proposal and has recommended moving forward with this proposal with funding to be paid from A16205.52320.ARP, NOW THEREFORE BE IT

RESOLVED, that the Cortland Legislature be and hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to sign the change order from Bell and Spina Architects of 215 Wyoming St., St #201, Syracuse, NY 13204, for a cost not to exceed $17,496.68, AND BE IT FURTHER

RESOLVED, that the County Administrator be and hereby is authorized to approve change orders for an amount not to exceed $25,000 per change order for projects, upon approval of the Buildings and Grounds Committee Chair.

AGENDA ITEM NO. 7 – Authorize Change Order for 111 Port Watson Street Project

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RESULT:	**APPROVED [UNANIMOUS]**
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MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF HEIDER **RESOLUTION NO. 128-23**

Authorize Change Order for 111 Port Watson Street Project

WHEREAS, Cortland County is renovating the 111 Port Watson Street building for a new Mental Health facility, AND

WHEREAS, Cortland County received a proposed contract change order from Bell and Spina for exploratory work at 111 Port Watson Street, AND

WHEREAS, R. E. Kelley is already onsite and insured at the Courthouse and under contract with Cortland County and is able to complete the exploratory work needed at 111 Port Watson Street, AND

WHEREAS, the Cortland County Legislature's Buildings and Grounds Committee has reviewed the proposed contract change order and has recommended moving forward with this proposal with funding to be paid from A43115.52320.ARP, NOW THEREFORE BE IT

RESOLVED, that the Cortland Legislature be and hereby authorizes the County Administrator, upon review and approval of the County Attorney or designee, to sign the change order from Bell and Spina Architects of 215 Wyoming St. St #201, Syracuse, NY 13204, for a cost not to exceed $1,980, AND BE IT FURTHER

RESOLVED, that the County Administrator be and hereby is authorized to approve change orders for an amount not to exceed $25,000 per change order for projects, upon approval of the Buildings and Grounds Committee Chair.

Referred from Health & Human Services

AGENDA ITEM NO. 8 – Authorize Agreement and Amend Budget Code Blue - Department of Social Services

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	George Wagner, Committee Chair
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF PRICE **RESOLUTION NO. 135-23**

Authorize Agreement and Amend Budget Code Blue - Department of Social Services

WHEREAS, the New York State Office of Temporary and Disability Assistance require counties to implement regulations in Title 18NYCRR Section 304.1 titled Protection of Vulnerable Homeless Persons, otherwise referred to as “Code Blue” to provide shelter during inclement weather when air temperatures are at or below 32 degrees Fahrenheit, AND

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WHEREAS, the Salvation Army has agreed to contract with Cortland County to provide Warming Center services for the 2023-2024 season, AND

WHEREAS the Grace and Holy Spirit Church will require $608 in utility and supplies costs for the 2023 – 2024 season for the space provided for Warming Center services, AND

WHEREAS, a portion of the contract costs and other Code Blue expenses will need to be paid in 2023, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to sign an agreement with the Salvation Army for Warming Center services for the term November 1, 2023 – April 30, 2024, in an amount not to exceed $260,000, AND BE IT FURTHER

RESOLVED, that the 2023 County Budget be and hereby is amended as follows:

Increase:

Expense:

A60105.54800.4696	Code Blue	$25,000.00

Revenue:

A601043.43689.4696	Code Blue	$25,000.00

AGENDA ITEM NO. 9 – Amend 2023 Budget Low Income Day Care - Department of Social Services

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Richard Stock, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF PRICE **RESOLUTION NO. 136-23**

Amend 2023 Budget Low Income Day Care - Department of Social Services

WHEREAS, the New York State Office of Children and Family Services has increased eligibility criteria and benefit levels for the Low Income Day Care program, AND

WHEREAS, the number of eligible families has increased significantly in 2023, AND

WHEREAS, there is no longer enough money in the 2023 budget, NOW THEREFORE BE IT

RESOLVED, that the 2023 County Budget be and hereby is amended as follows:

Increase:

Expense:

A60105.56055	Day Care	$400,000.00

Revenue:

A601043.43655	Day Care	$400,000.00

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AGENDA ITEM NO. 10 – Authorize Agreement and Allocation of Opioid Reserve Funding

RESULT:	**APPROVED [4 TO 1]**
	Next: 8/24/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Richard Stock, Committee Member
AYES:	Sandra Price, George Wagner, Richard Stock, Mitchel Eccleston
NAYS:	Linda Jones
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF PRICE **RESOLUTION NO.**

Authorize Agreement and Allocation of Opioid Reserve Funding

WHEREAS, Resolution No. 238-21 and Resolution No. 287-21 authorized acceptance of settlements related to action against opioids, distributors of opioids and chain pharmacies, AND

WHEREAS, Resolution No. 238-21 and Resolution No. 287-21 resolved that all settlement monies be set aside in a special reserve to address the opioid crisis in Cortland County, AND

WHEREAS, Resolution No. 12-23 established the Cortland County Opioid Settlement Fund Subcommittee, AND

WHEREAS, the Cortland County Opioid Settlement Fund Subcommittee received a request for funding from The Council (Alcohol & Drug Council of Tompkins County) to assist with the needs of their Open Access Detox & Stabilization Center, AND

WHEREAS, it is the recommendation of the Cortland County Opioid Settlement Fund Subcommittee and the Health and Human Services Committee to authorize the allocation of $100,000 of the Opioid Settlement funds to The Council for use at their Open Access Detox & Stabilization Center, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes the allocation of $100,000 from the Opioid Reserve, account number A386300.OPD, to The Council for use at their Open Access Detox & Stabilization Center, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature authorizes the County Administrator, upon approval by the County Attorney or designee, to enter into an agreement with The Council for said purposes, AND BE IT FURTHER

RESOLVED, that the Cortland County 2023 budget be amended as follows:

INCREASE:

A13255.54055	Professional Services	$100,000
A351100	Appropriated Reserves	$100,000

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 11 – Amend 2023 Budget and Transfer Funds to Jail Medical Supplies - Sheriff's Department

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 145-23**

Amend 2023 Budget and Transfer Funds to Jail Medical Supplies - Sheriff's Department

WHEREAS, the Cortland County Sheriff's Office has expended the 2023 budget for Inmate Medical Supplies, AND

WHEREAS, it is anticipated that the County jail will continue to incur expenses for inmate medical supplies, NOW THEREFORE BE IT

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

INCREASE:

EXPENSE:		
Medical Supplies	A31505-54006	$100,000
Approp. Fund Balance	A359900	$100,000

AGENDA ITEM NO. 12 – Authorize Rental Agreement with NYSEG - Department of Emergency Response

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 146-23**

Authorize Rental Agreement with NYSEG - Department of Emergency Response

WHEREAS, NYSEG, a public utility company operating in Cortland County, is in need of radio communications tower space to operate part of their radio network, AND

WHEREAS, the Cortland County radio tower known as "Virgil" meets that need, AND

WHEREAS, the County and NYSEG previously entered into rental agreements in August of 2006 and September of 2013, and are now interested in executing another ten (10) year agreement, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes the County Administrator, upon approval of the County Attorney or designee, to execute a ten (10) year rental agreement between the County and NYSEG for radio tower space on the County's Virgil radio tower, revenue of which will be reported in A302046.42410, Rental of Real Property.

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

AGENDA ITEM NO. 13 – Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Office

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 147-23**

Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Office

WHEREAS, the Cortland County Legislature adopted Resolution No. 107-15, which established the County Vehicle Repair/Replacement Reserve for the purpose of vehicle related costs, AND

WHEREAS, funds are required for the repair of a Sheriff Road Patrol vehicle damaged in an accident, AND

WHEREAS, the County Vehicle Repair/Replacement Reserve balance at May 31, 2023 was $156,591.08, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature be and hereby approves the use of the County Vehicle Repair/Replacement Reserve for the repair of a damaged Sheriff Road Patrol vehicle, AND BE IT FURTHER

RESOLVED, that the 2023 County Budget be and hereby is amended as follows:

Increase:

A31205.54300	Vehicle Repairs & Maintenance	$15,795.87
A351100	Appropriated Reserves	$15,795.87

AGENDA ITEM NO. 14 – Authorize Agreement with Motorola - Geo Redundant Prime Radio Sites - Department of Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 148-23**

Authorize Agreement with Motorola - Geo Redundant Prime Radio Sites - Department of Emergency Response & Communications

WHEREAS, Cortland County's Department of Emergency Response & Communications was awarded a grant from New York State Department of Homeland Security in the amount of $5,000,000 in

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

support of improvements to the County's radio system, AND

WHEREAS, the County has received a proposal from Motorola, Incorporated to upgrade the County's radio system to include geo-redundant prime sites located at 22 West Court Street and the Cortlandville Tower site on South Hill Road in the amount of $933,647. This expense is in support of the grant award, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is authorized to execute a contract with Motorola, Incorporated for geo-redundant prime sites located at 22 West Court Street and the Cortlandville Tower site on South Hill Road in the amount of $933,647.

AGENDA ITEM NO. 15 – Create Associate Assistant Public Defender/Assistant Public Defender Position - Public Defender

RESULT:	**APPROVED [4 TO 1]**
	Next: 8/24/2023 6:00 PM
MOVER:	Sandra Price, Committee Member
SECONDER:	Richard Stock, Committee Member
AYES:	Sandra Price, Linda Jones, Richard Stock, Mitchel Eccleston
NAYS:	George Wagner
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 144-23**

Create Associate Assistant Public Defender/Assistant Public Defender Position - Public Defender

WHEREAS, the needs of the agency will be better served by creating one Associate Assistant Public Defender/Assistant Public Defender (FT), AND

WHEREAS, the Judiciary and Public Safety Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one position of Associate Assistant Public Defender/Assistant Public Defender (MGMT, Grade 7, $68,718-$91,464/yr, pending jurisdictional classification, full time, with benefits or MGMT, Grade 6, $73,873-98,324/yr, non-competitive class, full-time with benefits) be created with approval to fill on August 25, 2023, AND BE IT FURTHER

RESOLVED, that this position is dependent on the related grant and will be abolished unless extended by resolution prior to grant funding being exhausted.

Referred from Highway Committee

AGENDA ITEM NO. 16 – Amend 2023 County Road Fund Budget with Additional Consolidated Local Street and Highway Improvement Program (CHIPS), Pave NY (PAVE) and Pave Our Potholes (POP) Funding - Highway Department

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF NEWELL **RESOLUTION NO. 131-23**

Amend 2023 County Road Fund Budget with Additional Consolidated Local Street and Highway Improvement Program (CHIPS), Pave NY (PAVE) and Pave Our Potholes (POP) Funding - Highway Department

WHEREAS, the 2023 approved amounts for the Consolidated Local Street and Highway Improvement Program (CHIPs), PAVE NY (PAVE) and Pave our Potholes (POP) are higher than the amounts anticipated when preparing the County Road Fund Budget, AND

WHEREAS, the additional amounts total $235,672.16, NOW THEREFORE BE IT

RESOLVED, that the 2023 County Road Fund Budget be amended as follows:

Increase Revenues:

D511243.43501	County Road Fund CHIPS Revenue	$230,703.89
D511243.43501.PAVE	PAVE NY Revenue	$2,980.96
D511243.43501.POP	Pave our Pothole Revenue	$1,987.31

Increase Expenses:

D51125.54077	Construction Expenses	$235,672.16

AGENDA ITEM NO. 17 – Award Crains Mills Road Bridge Repair - Bridge Diaphragm Connections (BIN 3312400) - Highway Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF NEWELL **RESOLUTION NO. 132-23**

Award Crains Mills Road Bridge Repair - Bridge Diaphragm Connections (BIN 3312400) - Highway Department

WHEREAS, the Crains Mills Road Bridge (BIN 3312400) has been Red Flagged by the New York State Department of Transportation, AND

WHEREAS, the welded diaphragm connections to the girder webs have cracks, AND

WHEREAS, the repairs to said bridge diaphragms will need to be welded by a New York State Certified welder, AND

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

WHEREAS, the costs to have the bridge repaired is reimbursable in full under the CHIPS program, AND

WHEREAS, the Highway Superintendent has advertised for and received bids for the repairs to the Crains Mill Road Bridge and they are as follows:

BIDDERS	BID
R. DeVincentis Construction, Inc. One Brick Avenue Binhamton, NY 13901	$38,000
BVR Construction Company, Inc. 8 King Road Churchville, NY 14428	$43,000
Vector Construction Corporation 6364 Island Road Cicero, NY 13039	$67,500
Economy Paving Co., Inc. 1819 NYS RT 13 Cortland, NY 13045	$105,000

, AND

WHEREAS, the lowest responsible bid received for the repair of said bridge was received from R. DeVincentis Construction, Inc., NOW THEREFORE BE IT

RESOLVED, the Cortland County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to execute an agreement for the Crains Mill Road Bridge Repair-Bridge Diaphragm Connections (BIN 3312400) to R. DeVincentis, Construction, Inc., One Bick Avenue, Binghamton, NY 13901 for an amount not to exceed $38,000, AND BE IT FURTHER

RESOLVED, that the project costs be charged to the already established Account # D51125.54077 7177.

AGENDA ITEM NO. 18 – Award the Project for the 100LL Avgas Fuel Farm Relocation at the Cortland County Airport - Highway Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF NEWELL **RESOLUTION NO. 133-23**

Award the Project for the 100LL Avgas Fuel Farm Relocation at the Cortland County Airport - Highway Department

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

WHEREAS, the County of Cortland has been awarded a New York State Department of Transportation (NYSDOT) Aviation Capital Grant funding for the 100 LL Avgas Fuel Farm Relocation at the Cortland County Airport, GEN. Levi R. Chase field, AND

WHEREAS, the design of and construction of the 100LL Fuel System Project (NYS PIN 3903.10) was approved by the Cortland County Legislature by Resolution No. 82-22, AND

WHEREAS, the Highway Superintendent has advertised for and received a bid for the Construction of the 100LL Fuel System (NYS PIN 3903.10) and it is as follows:

BIDDERS	BID
Cortland Pump, LLC 694 Lake Como Road Cortland, NY 13045	$870,000

, AND

WHEREAS, the only responsible bid received for the Construction of the said project was received from Cortland Pump, LLC, NOW THEREFORE BE IT

RESOLVED, that contingent upon NYSDOT's approval of award, the Cortland CountyAdministrator, upon review and approval by the County Attorney or designee, is hereby authorized to execute an agreement for the construction of said project with Cortland Pump, LLC, 694 Lake Como Road, Cortland, NY 13045 for an amount not to exceed $870,000, AND BE IT FURTHER

RESOLVED, that the project costs be charged to the already established Account # HH56105.52800.100LL.

Referred from Government Operations Committee

AGENDA ITEM NO. 19 – Agreement Between CSEA Local 812, Department of Emergency Response and Communications Unit #6

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 8/24/2023 6:00 PM
MOVER:	George Wagner, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Price, Wagner, Jones, Stock, Eccleston
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF STOCK **RESOLUTION NO. 149-23**

Agreement Between CSEA Local 812, Department of Emergency Response and Communications Unit #6

WHEREAS, Cortland County and CSEA Local 812, Department of Emergency Response and Communications Unit #6550-02 negotiating committees have met to negotiate a new contract, AND

WHEREAS, the negotiating committees have agreed on a new contract, AND

WHEREAS, CSEA ratified the contract on June 30, 2023, NOW THEREFORE BE IT

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

RESOLVED, that the Cortland County Legislature hereby approves the Agreement by and between the County of Cortland and CSEA Cortland County Local 812, Unit #6550-02, for the time period of January 1, 2024 to December 31, 2028.

AGENDA ITEM NO. 20 – Authorize Agreement - Medicare Advantage Plan - Personnel Department

RESULT:	**APPROVED [4 TO 1]**
	Next: 8/24/2023 6:00 PM
MOVER:	Mitchel Eccleston, Committee Member
SECONDER:	Richard Stock, Committee Member
AYES:	George Wagner, Linda Jones, Richard Stock, Mitchel Eccleston
NAYS:	Sandra Price
EXCUSED:	Christopher Newell, Beau Harbin

ON MOTION OF STOCK **RESOLUTION NO. 123-23**

Authorize Agreement - Medicare Advantage Plan - Personnel Department

WHEREAS, Broome County has secured contracts with United HealthCare for Medicare Advantage and Prescription Drug Benefit Plans (MAPD plans) for the Medicare primary retirees of the participating entities of the Broome County Purchasing Alliance (BCPA), AND

WHEREAS, Broome County allows participation of other interested municipalities pursuant to General Municipal Law Section 119-o, AND

WHEREAS, each participating municipality will enter into its own contract with United HealthCare under the BCPA to receive the preferred pricing and coverage of the alliance, AND

WHEREAS, Cortland County received four Medicare Advantage Plan proposals that were analyzed by the County health insurance consultants, AND

WHEREAS, upon this analysis, it has been determined that the Broome County Purchasing Alliance will provide the best value and benefits for the County and its retirees, AND

WHEREAS, Cortland County wishes to participate in the BCPA MAPD Program effective January 1, 2024, NOW THEREFORE BE IT

RESOLVED, that Cortland County agrees to participate with Broome County and other participating municipalities in the BCPA for Medicare Advantage and Prescription Drug Benefit Services for its eligible retirees, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature hereby authorizes and directs the County Administrator, upon review and approval by the County Attorney, to execute a contract for Medicare Advantage Plan Option 4 through the Broome County Purchasing Alliance with United Health Care from January 1, 2024 through December 31, 2024.

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

MONTHLY REPORTS

1. Treasurer Monthly Report

RESULT:	COMPLETED

2. June 2023 Finance Reports

RESULT:	COMPLETED

3. County Auditor Quarterly Update

RESULT:	COMPLETED

4. Real Property Tax Services Monthly Report

RESULT:	COMPLETED

5. County Administrator Monthly Report

RESULT:	COMPLETED

DISCUSSION ITEMS

1. Applications for Corrected Tax Roll July 2023 - Audit Department

RESULT:	COMPLETED

2. 2024 Budget Updates

RESULT:	COMPLETED

EXECUTIVE SESSION

It was MOVED by Ms.Jones seconded by Mr. Eccleston, and unanimously approved by voice vote of members present, to enter into an executive session to discuss the employment history of a particular person. MOTION CARRIED.

An executive session was held from 1:18 p.m. to 1:21 p.m., at which time on motion of Mr. Stock, seconded by Mr. Wagner, it was unanimously approved by voice vote to exit executive session.

Adjournment

The meeting was closed at 1:21 PM

Minutes Acceptance: Minutes of Aug 15, 2023 10:30 AM (MINUTES)

bell & spina
ARCHITECTS

22 August 2023

Chuck Miller
Superintendent of Buildings & Grounds
Cortland County
County Office Building
60 Central Avenue, Room B-25
Cortland , New York 13045

Project: **Brewer - Titchener Building**
Fee Request for Work Related to a Building Addition
BS # 128-22-13

Dear Mr. Miller

Schematic design resulted in two additions to the existing building that were not originally anticipated. Therefore, we are requesting an adjustment to our fee for the additional design and construction administration efforts. Our tasking is included for your review and comment.

Additional Scope of Services mainly include the following efforts:

- Schematic Design – floor plan, elevations, SHPO submission.
- Design Development – structural design.
- Construction Documents – structural detailing, wall sections, and exterior wall detailing.
- Construction Administration – structural and material submittal reviews.

Compensation

Proposed compensation is broken down by phase as follows:

Schematic Design	$ 7,280
Design Development	$ 9,360
Construction Documents	$18,040
Bidding Services	$ -0-
Construction Administration	$ 9,080
Total	$43,870
SAY	**$43,900**

Reimbursable expenses are in addition to the above and will consist of code required subsurface exploration and geotechnical services. (see separate proposal).

Should you have any questions or require additional information I can be readily reached at the office at (315) 488-0377 or through email at dspina@bellandspina.com.

Sincerely,

BELL & SPINA, P.C.
Architects - Planners

Dennis Spina, AIA, RRC, REWC, REWO

SYRACUSE
215 Wyoming Street
Syracuse, NY 13204

Phone
315.488.0377
315.487.5947 fax

ROCHESTER
1160-C Pittsford-Victor Road
Pittsford, NY 14534

Phone
585.200.5038

Info
www.bellandspina.com
info@bellandspina.com

Attachment: 111 Port Watson Street Change Order (153-23 : 111 Port Watson Street Additional Engineering and Architectural - Mental Health

bell & spina
ARCHITECTS

PROJECT TASKING WORKSHEET

Structural Engineering Service
Cortland County OMH Additio
Cortland, New Yorl

BELL & SPINA P.C.
Architects \ Planners
1160 C Pittsford-Victor Road
Pittsford, New York 14534
(585) 200-5038 FAX 248-9532

N. Gar
26-Jul-2

TASK	Partner, Structural Engineer	Project Engineer	Building Enclosure Designer	Architectural Designer	Intern Architect	Task Cost
PRE DESIGN PHASE						
	0	0	0			$0
Phase Administration	0		0			$0
Structural Concept Coordination	0	0	0			$0
Phase Sub Total	0	0	0	0	0	**$0**
SCHEMATIC DESIGN PHASE						
SD - Structural Concepts	6	4				$1,920
SD - Plans, Sections, Elevations & Details	8		0	24		$4,520
SD - Specifications, Technical	0	0	0			$0
SD - Structural Computations	2	0	0			$440
SD- Submission Review Meeting (Virtual)	1	1				$370
Phase Sub Total	17	5	0	24	0	**$7,250**
DESIGN DEVELOPMENT PHASE						
Phase Administration	0					$0
DD - Plans, Sections, Elevations & Details	8		16	24		$6,520
DD - Specifications, Technical	0	0				$0
DD - Structural Computations	2	16				$2,840
DD- Submission Review Meeting (Virtual)	0	0				$0
Phase Sub Total	10	16	16	24	0	**$9,360**
CONSTRUCTION DOCUMENT PHASE						
Phase Administration	0					$0
CD - Plans, Sections, Elevations & Details	16		40	40		$13,120
CD - Specifications, Technical	2	14				$2,540
CD - Structural Computations	2	8				$1,640
CD- Submission Review Meeting (Virtual)	2	2				$740
Phase Sub Total	22	24	40	40	0	**$18,040**
BIDDING & CONSTRUCTION PHASES						
Phase Administration	0					$0
Structural RFI's	4	4	8			$2,480
Pre-construction Meeting (Virtual)	2	2				$740
Review Special Inspection Reports	2	4				$1,040
Submittal Review & Approval	2	14		12		$3,920
Site Visits (x1)		6				$900
Job Drawings	0		0			$0
Phase Sub Total	10	30	8	12	0	**$9,080**
Hours Per Title	20	46	24	36	0	
2022 Rate Per Hour	$220	$150	$125	$115	$80	

Mileage, Rochester (216 x1 @ $0.655): **$140.00**

Total A/E Professional Services Fee: **$43,870**

SAY: $ 43,900 Lump Sun

Attachment: 111 Port Watson Street Change Order (153-23 : 111 Port Watson Street Additional Engineering and Architectural - Mental Health

Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

Proposal

Cortland County Emergency Response and Communications

Edge Availability Upgrade

August 23, 2023

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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MOTOROLA SOLUTIONS

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123 Tice Boulevard, Suite 202
Woodcliff Lake, NJ 07677

Telephone: +1 201.949.5500
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August 23, 2023

Scott Roman, Director
Cortland County Emergency Response & Communications
54 Greenbush Street, Suite 201
Cortland, New York 13045

Subject: Proposal for Edge Availability Upgrade

Dear Director Roman:

Motorola Solutions, Inc. ("Motorola") is pleased to present the County of Cortland ("the County") with this firm proposal for an Edge Availability Upgrade. The development of this proposal provided us an opportunity to evaluate our current mutual business and further explore the means by which we can fulfill the County's fallback system operation needs.

The information in this proposal is provided to assist in you in moving the Edge Availability project forward. We have provided a solution in our proposal taking into consideration the County's requirements coordinated with detailed information and pricing.

As the industry's premier supplier of radio and integrated solutions, Motorola possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex operational issues. Our primary goal is to provide the County with a solution that improves the safety level of your employees and citizens. Simultaneously, we are committed to contributing to the County's increased productivity and organizational profitability, while always ensuring customer satisfaction.

Pricing for equipment and services in this proposal is consistent with New York State OGS #PT68722 Equipment and Services contract pricing. This proposal shall remain valid for a period of 120 days from the date of this cover letter. Cortland County may accept the proposal by delivering a signed purchase order to Motorola Solutions, Inc.

Questions or inquiries may be addressed to Rick Angelillo at 201-390-6814. We look forward to your positive review of our proposal, to subsequent discussions, and to helping the County achieve its communications goals and objectives.

Sincerely,

MOTOROLA SOLUTIONS, INC.

Roy Kirchner
MSSSI Vice President Territory 2

Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

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Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

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Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

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Section 1

System Description

Motorola Solutions, Inc. (hereinafter Motorola) has prepared this proposal for Cortland County, NY (hereinafter Cortland County) to add Edge Availability to Cortland's existing ASTRO 25 radio system to enhance fallback system operation resulting from loss of ASTRO 25 Core connectivity. This proposal includes the necessary hardware, software, and services to implement the Edge Availability option, design assumptions used for proposal development and acceptance testing procedures.

1.1 Overview

To address the serious consequence of a network or ASTRO 25 Core failure, Motorola Solutions offers Edge Availability. Edge Availability provides a new fallback feature that increases the resiliency of a traditional ASTRO 25 trunking system design, which is centralized around a core. This feature offers an enhanced level of operations to Site Trunking, which is the standard fallback mode when the ASTRO 25 Core is not available. The "Edge Controller" provided in this system feature maintains local call processing, voice-only trunking and conventional services to local edge subsystems.

Should the ASTRO 25 Core become unavailable to Cortland County, Edge Availability will pass call control outward from the central core to the edges, creating a collection of subsystems. These edge subsystems will provide continuous communications for the dispatch centers and radio users until access to the ASTRO 25 Core is restored.

The Edge Availability architecture provides the flexibility to be sized from one to many Edge subsystems within an ASTRO 25 system, supporting system expansion or enhancements that Cortland County may wish to implement in the future. Each Edge subsystem can include a combination of Dispatch Sites, ASTRO 25 Sites, and a Simulcast subsystem. The Edge architecture is compatible with an optional the Geographic Redundant Simulcast Prime Site configurations and the Dynamic System Resilience (DSR).

1.2 Features

The Edge Availability feature provides continuous trunking communications and wireline dispatch by grouping together local "sites" or subsystems. These subsystems consist of console subsystems, the trunking simulcast subsystem, and conventional resource subsystems. Edge Availability maintains the maximum level of trunking services, coverage, conventional channels, and access to talkgroups within the Cortland system, even when sites are detached from the ASTRO 25 Core, while maintaining Emergency Alarm Indications, Console Priority, and Radio Access Controls.

Edge Availability also supports Geographically Redundant Prime Site architecture, an ASTRO 25 Simulcast system option that provides redundant, but geographically isolated Prime sites that is optionally available to Cortland County to further enhance trunking system availability.

Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

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1.3 Operation

When the ASTRO 25 Core becomes unavailable due to network outage or Core hardware failures, the Edge Controller will be activated automatically and dispatchers will receive a notification that "Edge Availability Mode" has been activated. A stethoscope indication will appear on the dispatch monitor, indicating that the System Status option be reviewed.

The Edge Availability feature includes a new local "Zone Controller" server, which takes over and provides local area control upon loss of connectivity to the Core. This server, a HP DL380 GEN 10, will be installed in the County's Prime site shelter at the 911 Center and interfaced to the Prime site LAN.

The Edge Controller supports the following functions once a system reverts to Edge Availability operation:

- Automatic switchover to the Edge Controller when the link(s) to the ASTRO 25 core is lost.
- Clear and Encrypted P25 voice operations.
- Emergency alarms with aliases sent to dispatch.
- Access to all local talkgroups.
- Full trunking and conventional connectivity from console to all sites connected to the Edge Controller.
- Subscriber Access Control to validate user registrations.
- Full MCC 7500 voice dispatch functionality including wireline console priority.

The Edge Controller does not support data services or network management functionality once the system has reverted to Edge Availability operation.

The server is also equipped with an IP Packet Capture Device and Domain Controller functionality. The Domain Controller provides active directory, radius and DNS support during local Edge operation. The IP Packet Capture Device collects statistics and IP packets on the Site LAN and WAN links, useful for troubleshooting. Note that these all reside on the DL380 server.

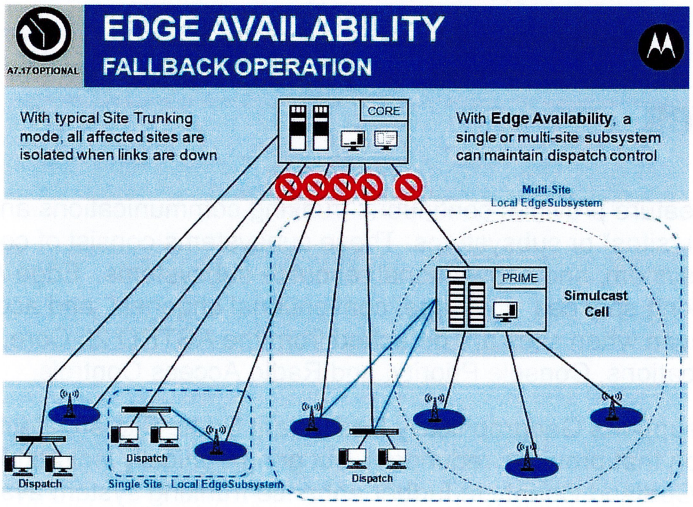

Figure 1-1: Edge Availability Configuration Example

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Figure 1-1 shows an example of how Edge Availability enables different groups of remote sites to maintain communications with dispatch even when the ASTRO 25 Core is unavailable.

1.4 Proposed Hardware

To add Edge Availability to the County's existing system, a 2 RU, Edge Controller will be installed in the New GEO Prime Site at New Dispatch Site. This Edge Controller, an HP DL380 GEN 10 server, will be equipped with redundant AC power supplies and will be rack mounted. To ensure the server is in service and available, UEM will monitor the 'health' of the server during normal operation.

Figure 1-2:Edge Controller

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Section 2

Statement of Work

2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to Cortland County. Motorola Solutions, its subcontractors, will perform the tasks described herein and Cortland County to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for both Motorola Solutions and Cortland County during the project implementation. Specifically, this SOW provides:

- A summary of the phases and tasks to be completed within the project lifecycle.
- A list of the deliverables associated with the project.
- A description of the responsibilities for both Motorola Solutions and Cortland County.
- The qualifications and assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

2.2 Assumptions

Motorola Solutions has based the system design on information provided by Cortland County and an analysis of their system requirements. All assumptions have been listed below for review. Should Motorola Solutions' assumptions be deemed incorrect or not agreeable to Cortland County, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order

- All work is to be performed during normal work hours, Monday through Friday 8:30 a.m. to 5:00 p.m.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola Solutions-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should the Cortland County system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola Solutions will make every effort to minimize but will not be responsible for any external interference, nor for interference between the Motorola Solutions-provided equipment and other

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County equipment. Should the system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

- Any site/location upgrades or modifications are the responsibility of Cortland County.
- Motorola Solutions assumes that there will be a suitable ground nearby to the all the equipment installation locations. Upgrades to grounding system is not included with this proposal.
- Equipment will ship to Cortland County's facility (centrally located) for inventory and delivery to the sites prior to installation.
- If Cortland County requires specific subcontractors to be used on this project, other than Motorola Solutions-approved or certified subcontractors, additional costs may apply.
- The sites have adequate utility service and adequate HVAC to support the proposed equipment.
- The sites have adequate space for new equipment at all the sites.
- Equipment grounding is compliant with Motorola R56 standards.
- Cortland County's existing Ethernet backhaul links are sufficient to support Edge Availability.
- Cortland County will be responsible for AC backup power (UPS).
- County will provide rack space for the Edge Controller and Two dedication 20A circuits at prime site.
- Existing system is at ASTRO Release 2021.1 or higher prior to implementation.
- All existing sites or equipment locations will have adequate electrical power within equipment rack and site grounding suitable to support the requirements of the system described.

2.3 Tasks

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Cortland County
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	

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Tasks	Motorola Solutions	Cortland County
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		

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Tasks	Motorola Solutions	Cortland County
Equipment Shipment and Storage		
Provide secure storage location for solution equipment.		X
Pack and ship solution equipment to the Cortland County Warehouse.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation.		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Remove, transport, and dispose of old equipment.	X	
Deliverable: Equipment installed.		
Edge Availability Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		X
Configure the system to support the new equipment.	X	
Integrate the new equipment into the system to ensure proper operation.	X	
Deliverable: Equipment installation completed.		

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Tasks	Motorola Solutions	Cortland County
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Deliverable: Completion of functional testing and approval by Customer.		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide Essential Plus warranty during year 1 warranty.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer.		
Finalize Documentation and System Acceptance		
Provide electronic documentation will include the following: ▪ Site Block Diagrams. ▪ Site Floor Plans. ▪ Site Equipment Rack Configurations. ▪ ATP Test Checklists. ▪ Functional Acceptance Test Plan Test Sheets and Results. ▪ Equipment Inventory List. Drawings will be delivered in Adobe PDF format.	X	
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided. Final Project Acceptance.		

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2.4 Preliminary Schedule

A final project schedule will be developed based upon mutual agreement between Motorola Solutions and Cortland County at the Contract Design Review (CDR). The dates for the installation and activation are highly dependent on the actual completion dates for site related activities such as site readiness which is a county responsibility.

Additionally, the project schedule will be adjusted based on the current market supply chain challenges.

Tasks	Schedule (Month)
Project Kickoff	0-1
Design Review	2
Equipment Ordering and Shipping	2-5
Inventory and prep	4-5
System Installation: ▪ Edge Availability Equipment	6-8
Configuration/Optimization/Testing	9-10
Acceptance Testing	10
System Acceptance	10

2.5 Change Order Process

- Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

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2.5.1 Example - Change Order Form

Change Order Number: _____

Date: _____

Project Name and Number: _____

Customer Name: _____

Customer Project Manager: _____

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

Contract #: [Required] _____ **Contract Date:** _____

In accordance with the terms and conditions of the contract identified above between Cortland County and Motorola Solutions, Inc., the following changes are approved:

Contract Price Adjustments

Original Contract Value:	$
Previous Change Order amounts for Change Order numbers [####] through [####].	$
This Change Order:	$
New Contract Value:	$

Completion Date Adjustments

Original Completion Date:	
Current Completion Date prior to this Change Order:	
New Completion Date:	

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Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed

Changes in SUA and Support Services: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.

Schedule Changes: *(describe change or N/A)*

Pricing Changes: *(describe change or N/A)*

Customer Responsibilities: *(describe change or N/A)*

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*

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Purchase Order Requirements for this Change Order (select only one).

☐ A Purchase Order is required - included with this change order and is attached.

☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

☐ No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Cortland County**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Reviewed by: _____ Date: _____
Motorola Solutions Project Manager

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Section 3

Advanced Plus Services

3.1 Overview

Motorola Solutions is proposing our Advanced Plus Services for ASTRO® 25 infrastructure, a comprehensive program to sustain the long-term performance of Cortland County's network. Advanced Plus Services consists of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service (RSUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.

Together, these elements will help to avoid operational disruptions and maintain the value of Cortland County's communications investment.

3.2 Advanced Plus Services Element Descriptions

The following sections describe the elements proposed for Cortland County's ASTRO 25 infrastructure.

3.2.1 Network Event Monitoring

Motorola Solutions will continuously monitor Cortland County's ASTRO 25 network to detect potential issues or communications outages, maximizing network uptime. Motorola Solutions assesses each alert with advanced event detection and correlation algorithms to determine how to respond. Potential responses include remote restoration or dispatching a local field technician to resolve the incident on-site.

3.2.2 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Cortland County to help diagnose, troubleshoot, and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

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3.2.3 Network Hardware Repair

To restore Cortland County's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

3.2.4 Remote Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. These updates may inadvertently disrupt ASTRO 25 network operations and functionality.

To minimize cyber risks and software conflicts, Motorola Solutions provides the Remote Security Update Service (RSUS). With this service, Motorola Solutions deploys antivirus and operating system security updates on an ASTRO 25 network in a dedicated information assurance lab to test and validate them for use with ASTRO 25 networks.

Motorola Solutions tests whether applying these security updates degrades network service. If an update degrades performance, Motorola Solutions searches for a solution or workaround to address the issue before releasing that update.

With RSUS, Motorola Solutions will remotely install tested updates on Cortland County's ASTRO 25 network. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation on a secured extranet website.

3.2.5 OnSite Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Cortland County's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Advanced Plus Services and in the Customer Support Plan agreed between Cortland County and Motorola Solutions.

3.2.6 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

3.2.7 Network Updates

The Network Updates service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, Network Updates keeps Cortland County's ASTRO 25 network compatible with expansion

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elements, as well as new products or features. With Network Updates, Cortland County's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver updates based on a predefined cadence of upgrade windows, with up to one update in each window. The Network Updates service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.
- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at Cortland County's site. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, Cortland County will have access to the technology, support, and planning expertise needed for an effective upgrade.

3.3 Motorola Solutions Service Delivery Ecosystem

Advanced Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Cortland County's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

3.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Cortland County, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns, and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

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3.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

3.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide Cortland County with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Cortland County's representatives to check repair status, from inbound shipment to return.

3.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Cortland County's key point of contact for the definition and administration of services. The CSM will work with Cortland County to define service delivery details to address Cortland County's specific priorities.

3.3.5 MyView Portal

To provide Cortland County with quick access to service details, Motorola Solutions will provide our MyView Portal online network information tool. MyView Portal provides our customers with real-time critical network and services information through an easy-to-use graphical interface.

Figure 3-1: MyView Portal offers real-time, role-based access to critical network and services information.

With MyView Portal, Cortland County's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.

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- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

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Section 4

Equipment List

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0299	EDGE CONTROLLER SERVER
1	CA03120AF	ADD: EDGE CONTROLLER BASE SW A2022.X
1	CA03121AA	ADD: EDGE CONTROLLER MULTI-SITE SW
1	CA03082AA	ADD: LXN OPEN RACK INSTALL KIT
1	DQ2POST2UKIT	RACKMOUNT SOLUTIONS 2 POST CONVERSION KIT, 2U, 19IN PACK OF 4
1	DLN6942	1.2 TB HARD DRIVE
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DLN6971	FRU: HPE 9.5MM SATA DVD-RW OPTICAL DRIVE
1	DLN7018	DL 380 G9 ETHERNET CARD
1	DLN8006	FRU: DL380 G10 POWER SUPPLY
1	DLN8007	FRU: DL380 G10 FAN

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Section 5

Pricing

5.1 Pricing Summary

Motorola Solutions is pleased to provide the following equipment and services to Cortland County.

5.1.1 Pricing Edge Availability

Item	Description	Cost
	Equipment	
1	Equipment List Price:	$99,302.00
	Less OGS Discount:	-$16,882.00
	Sub Total Equipment Less OGS Discount:	**$82,420.00**
	Services	
2	Installation, Integration, Network Services, System Optimization, Pre and Post-Sale Engineering, PM Services & ATP	
	Sub Total Services:	$169,032.00
	System Total Cost:	**$251,452.00**
	Less System Discount:	-$26,452.00
	System Total Cost After Discount:	**$225,000.00**

Pricing of all Equipment Hardware, Software, Installation, Integration, Optimization, and Warranty Services are consistent with NYS-OGS Contract # PT68722 Equipment and Services.

5.2 Optional Extended Warranty Years 2 & 3

Item	Description	Cost
	Equipment	
1	First Year Warranty:	Included
2	Second Year Extended Warranty:	$14,857.00
3	Third Year Extended Warranty:	$14,857.00
	Total Cost for Two Years Extended Warranty:	**$29,713.00**

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5.3 Payment Terms

The Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones:

1. 10% of the Contract Price upon Completion of Customer Project Review;
2. 50% of the Contract Price upon Shipment;
3. 35% of the Contract Price upon Completion of Equipment Installation; and
4. 5% of the Contract Price upon Final Acceptance.

Motorola Solutions reserves the right to invoice for installations completed on a site-by-site basis, when applicable.

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Section 6

Contractual Documentation

Motorola Solutions has provided a Communications System and Services Agreement and Exhibits on the following pages.

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Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated _____
- C-2 "Pricing Summary & Equipment List" dated _____
- C-3 "Implementation Statement of Work" dated _____
- C-4 "Acceptance Test Plan" or "ATP" dated _____
- C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by

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examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

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"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

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3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer

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delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or

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recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment

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quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address:_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_____
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication

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lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance

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with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty

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period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days

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after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This

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limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

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16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either

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a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when

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required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

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3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

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security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

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Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing,

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any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon shipment of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30)

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days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission

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medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is _____ years, commencing on _____, 201_. The Lifecycle Management Price for the ___ years of services is $_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System

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Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ___ year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and

Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

Attachment: Motorola Edge availability (161-23 : Authorize Agreement with Motorola - Edge Availability DOERC)

CORTLAND COUNTY
REAL PROPERTY TAX SERVICES
60 CENTRAL AVENUE, ROOM 129
CORTLAND, NY 13045

Laura Fox
Director

Telephone: (607)753-5040
FAX: (607) 597-2064

August Activity Review:

- Processed 90 deeds/parcels for the month of July, including 9 property splits and a new block.
- Assisted 13 individuals and businesses with purchasing a subscription to Image Mate online.
- Created 58 Sales Cards for local Realtors.
- Assisted 3 individuals with purchasing tax maps/surveys.
- Answered numerous phone calls relating to Real Property.
- Created, processed and printed 14,559 school tax bills and related reports.
- Highest sale price for August was $12,213,741 for a portion of 3932 Route 281 (Tops Plaza) 7.38 total acres purchased.

Attachment: August (11658 : Real Property Tax Services Monthly Report)

September 2023 Treasurer's Report

1. "Funds Paid into Court": Trusts & Bail

Currently all trust funds have been distributed or sent to Albany.

In 2023 we sent $0 in abandoned released bail funds to Albany. In 2024 we are only sending Albany $250, $50 in 2025, and $0 in 2026. We have been unable to locate Maria Rawson or Merritt Fletcher to claim their released bail funds. If you know them, please notify these individuals that the funds are available at the Treasurer Office.

2. Open Estates:

Surrogate Courts handle **Estates**; Supreme Courts handle **Real Estates.** Currently I am not the Administrator of any Surrogate Court **mortgage foreclosure** estates.

A "Summons" and "Complaint" received from the Supreme Court regarding **Real Estate** closes the **Estate** case with the Surrogate Court but remains open with the Supreme Court. "**Referee's Report of Sale**" concludes the case with the Supreme Court.

Auctions for foreclosed **mortgaged** properties are arranged by a court appointed "Referee" (attorney) independent of our office. Surplus funds as a result of sale are considered "funds paid into court" (Trusts), transferred to the County Clerk for recording, then deposited with the Treasurer until claimed and disbursed ***or*** deemed abandoned and transferred to the NYS Comptroller in Albany.

3. Delinquent Tax Foreclosure Auction:

This year we had 39 parcels in the In Rem Foreclosure Auction. Total sales were $923,670: $23,683/parcel average.

These numbers can change due to various legal actions and bidders forfeiting their deposits and withdrawing their bids.

John T. Banewicz
County Treasurer

Attachment: September 2023 Treasurer Rpt (11676 : Treasurer Monthly Report)

REVENUE BUDGET VS ACTUAL TO July 31, 2023

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Available Budget	Percent Received
GENERAL FUND							
A1010	Board of Legislators	10,000.00		10,000.00	10,000.00	-	100.0%
A1165	District Attorney	104,126.00		104,126.00	8,203.20	95,922.80	7.9%
A1170	Public Defender	819,128.98	302,474.26	1,121,603.24	152,602.74	969,000.50	13.6%
A1175	Assigned Counsel	706,492.00		706,492.00	219,766.46	486,725.54	31.1%
A1310	Finance	40,884.04		40,884.04	20,442.02	20,442.02	50.0%
A1320	Audit	20,442.02		20,442.02	10,221.01	10,221.01	50.0%
A1325	Real Property Tax Levy	38,500,000.00		38,500,000.00	38,496,150.22	3,849.78	100.0%
A1325	Treasurer	1,737,649.82	4,069,061.34	5,806,711.16	2,582,728.94	3,223,982.22	44.5%
A1355	Real Property Tax Services	48,100.00		48,100.00	29,349.52	18,750.48	61.0%
A1410	County Clerk	873,316.00	149,850.00	1,023,166.00	435,646.76	587,519.24	42.6%
A1411	County Clerk - DMV	661,000.00		661,000.00	347,354.43	313,645.57	52.5%
A1430	Personnel			-	1,575.00	(1,575.00)	100.0%
A1450	Elections	3,300.00		3,300.00	15,977.89	(12,677.89)	484.2%
A1610	Shared Services	229,552.00		229,552.00	129,379.77	100,172.23	56.4%
A1620	Buildings & Grounds	347,836.00	109,150.00	456,986.00	80,411.88	376,574.12	17.6%
A1680	Information Technology	41,166.00	89,586.82	130,752.82	69,624.37	61,128.45	53.2%
A1985	Sales Tax Revenue	36,500,000.00		36,500,000.00	19,170,761.83	17,329,238.17	52.5%
A3020	Emergency Response & Communications	1,875,008.00	5,000,000.00	6,875,008.00	629,719.91	6,245,288.09	9.2%
A3110	Sheriff	115,000.00		115,000.00	95,452.60	19,547.40	83.0%
A3120	Road Patrol	494,963.00	31,475.31	526,438.31	221,194.96	305,243.35	42.0%
A3140	Probation/ATI	457,124.00		457,124.00	151,845.55	305,278.45	33.2%
A3150	Jail	3,500.00		3,500.00	37,617.63	(34,117.63)	1074.8%
A3315	DWI	65,400.00	13,562.00	78,962.00	14,550.35	64,411.65	18.4%
A3410	Fire/Emergency Management Admin	112,603.00	290,247.65	402,850.65	58,709.70	344,140.95	14.6%
A3620	Safety Officer			-	10.00	(10.00)	100.0%
A4010	Public Health Admin	1,108,425.00	1,449,957.99	2,558,382.99	912,230.97	1,646,152.02	35.7%
A4011	Nursing	128,077.00	320,932.86	449,009.86	59,291.76	389,718.10	13.2%
A4012	Environmental Health	292,413.00	119,637.20	412,050.20	157,003.75	255,046.45	38.1%
A4045	Health Education	910,271.00	852,296.09	1,762,567.09	333,489.96	1,429,077.13	18.9%
A4046	Pre-K	1,848,000.00		1,848,000.00	302,795.24	1,545,204.76	16.4%
A4059	Early Intervention	909,129.00	66,624.85	975,753.85	423,183.47	552,570.38	43.4%
A4050	Child Advocacy Center	342,020.26	136,917.89	478,938.15	196,564.71	282,373.44	41.0%
A4310	Mental Health	6,839,792.00	776,605.99	7,616,397.99	4,985,382.84	2,631,015.15	65.5%
A5610	Airport	325,002.00		325,002.00	171,343.66	153,658.34	52.7%
A5630	Bus Operations	2,495,219.33		2,495,219.33	532,362.96	1,962,856.37	21.3%
A6010	Social Services	16,396,019.00		16,396,019.00	5,684,877.74	10,711,141.26	34.7%
A6410	Occupancy Tax - Revenue	400,000.00		400,000.00	371,873.71	28,126.29	93.0%
A6510	Veterans Service Agency	76,902.33		76,902.33	16,054.39	60,847.94	20.9%
A6610	Weights & Measure	15,900.00		15,900.00	9,417.52	6,482.48	59.2%
A6772	Office for the Aging	1,411,542.00	89,947.95	1,501,489.95	484,835.48	1,016,654.47	32.3%
A7110	Dwyer Park	12,000.00		12,000.00	11,503.60	496.40	95.9%
A7312	Youth Bureau	17,000.00	52,095.00	69,095.00	2,966.00	66,129.00	4.3%
A7989	Snowmobile	95,616.00	16,014.84	111,630.84	111,404.84	226.00	99.8%

Attachment: July 2023 Finance Reports (11687 : July 2023 Financial Reports)

REVENUE BUDGET VS ACTUAL TO July 31, 2023

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Available Budget	Percent Received
A8020	Planning	190,050.00		190,050.00		190,050.00	0.0%
A8740	Small Watershed Protection	17,836.55		17,836.55	17,836.53	0.02	100.0%
	Total Revenue	117,597,805.33	13,936,438.04	131,534,243.37	77,773,715.87	53,760,527.50	59.1%
	Prior Year Encumbrances		1,522,005.98	1,522,005.98			
	Appropriated Fund Balance	2,469,360.18	(752,784.09)	1,716,576.09			
	Appropriated Reserves	(1,085,018.37)	19,404.70	(1,065,613.67)			
		118,982,147.14	**14,725,064.63**	**133,707,211.77**	**77,773,715.87**	**53,760,527.50**	
SPECIAL GRANT FUND							
CD6989	CDBG		1,750,000.00	1,750,000.00	1,399,643.34	350,356.66	80.0%
CD6290	Grant Administration	266,274.33	(20,000.00)	246,274.33	109,420.55	136,853.78	44.4%
CD6292	Employment & Training	705,637.92	20,000.00	725,637.92	485,735.79	239,902.13	66.9%
	Total Revenue	**971,912.25**	**1,750,000.00**	**2,721,912.25**	**1,994,799.68**	**727,112.57**	73.3%
Self-Insured Benefits Fund		13,245,800.37		13,245,800.37	8,110,010.51	5,135,789.86	61.2%
	Appropriated Fund Balance		4,722.36	4,722.36			
	Total Revenue	**13,245,800.37**	**4,722.36**	**13,250,522.73**	**8,110,010.51**	**5,135,789.86**	61.2%
COUNTY ROAD FUND							
D3110	Traffic Division	1,000.00		1,000.00		1,000.00	0.0%
D5010	County Road Administration	200.00		200.00	52.64	147.36	26.3%
D5110	Maintenance of Roads	1,004,000.00		1,004,000.00	810,569.88	193,430.12	80.7%
D5112	Permanent Improvements	3,292,078.00	1,007,353.43	4,299,431.43	1,961,607.22	2,337,824.21	45.6%
D5122	General Services		45,000.00	45,000.00		45,000.00	0.0%
D9901	Interfund Transfers-in	6,697,865.23		6,697,865.23	4,465,243.50	2,232,621.73	66.7%
	Total Revenue	**10,995,143.23**	**1,052,353.43**	**12,047,496.66**	**7,237,473.24**	**4,810,023.42**	60.1%
ROAD MACHINERY FUND							
E5130	Machinery	3,242,494.56	300,000.00	3,542,494.56	1,815,986.86	1,726,507.70	51.3%
	Prior Year Encumbrances		706,698.80	706,698.80			
	Total Revenue	**3,242,494.56**	**1,006,698.80**	**4,249,193.36**	**1,815,986.86**	**1,726,507.70**	42.7%
SOLID WASTE FUND							
EL8160	Landfill	2,812,934.00	4,000.00	2,816,934.00	1,881,427.58	935,506.42	66.8%
EL8161	Recycling Center	110,670.00		110,670.00	43,239.10	67,430.90	39.1%
	Prior Year Encumbrances		148,185.48	148,185.48			
	Appropriated Fund Balance	(22,185.92)	1,485,850.00	1,463,664.08			
	Total Revenue	**2,901,418.08**	**1,638,035.48**	**4,539,453.56**	**1,924,666.68**	**1,002,937.32**	42.4%

Attachment: July 2023 Finance Reports (11687 : July 2023 Financial Reports)

REVENUE BUDGET VS ACTUAL TO July 31, 2023

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Available Budget	Percent Received
CAPITAL PROJECTS FUND							
HH1620	County Courthouse		2,396,000.00	2,396,000.00		2,396,000.00	0.0%
HH5122	Infrastructure		595,169.18	595,169.18		595,169.18	0.0%
HH5610	Airport		1,239,415.00	1,239,415.00	24,584.32	1,214,830.68	2.0%
HH9901	Interfund Transfers-in		203,325.22	203,325.22	3,038.51	200,286.71	1.5%
	Total Revenue	-	**4,433,909.40**	**4,433,909.40**	**27,622.83**	**4,406,286.57**	0.6%
Self-Insured Workers' Compensation Fund		1,915,007.00		1,915,007.00	1,829,984.15	85,022.85	95.6%

Attachment: July 2023 Finance Reports (11687 : July 2023 Financial Reports)

EXPENDITURE BUDGET VS ACTUAL TO July 31, 2023

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Committed	Available Budget	Percent Used
GENERAL FUND								
A1010	Board of Legislators	262,538.39	123,547.28	386,085.67	208,032.59	55,810.43	122,242.65	68.3%
A1040	Clerk of the Board	204,177.47		204,177.47	93,913.47	17,281.55	92,982.45	54.5%
A1165	District Attorney	1,236,959.19	7,618.83	1,244,578.02	776,067.87	10,225.00	458,285.15	63.2%
A1170	Public Defender	1,513,679.13	302,474.26	1,816,153.39	680,313.72	5,203.12	1,130,636.55	37.7%
A1175	Assigned Counsel	1,452,058.56		1,452,058.56	534,773.02		917,285.54	36.8%
A1185	Coroner	243,645.04		243,645.04	104,007.09	59,293.11	80,344.84	67.0%
A1230	County Administrator	507,211.89		507,211.89	201,058.66	1,228.98	304,924.25	39.9%
A1310	Finance	597,281.76	5,000.00	602,281.76	293,955.32	15,183.16	293,143.28	51.3%
A1320	County Auditor	128,332.03		128,332.03	64,596.96		63,735.07	50.3%
A1325	Treasurer	258,335.32	52,845.00	311,180.32	246,348.81		64,831.51	79.2%
A1355	Real Property Tax Services	287,989.90	10,150.00	298,139.90	154,009.41	17,085.10	127,045.39	57.4%
A1410	County Clerk	552,621.44	149,850.00	702,471.44	433,249.21	127,732.51	141,489.72	79.9%
A1411	County Clerk - DMV	532,012.10		532,012.10	143,659.06	470.04	387,883.00	27.1%
A1420	County Attorney	532,173.12	1,547.00	533,720.12	173,332.01	1,235.00	359,153.11	32.7%
A1430	Personnel	658,085.39		658,085.39	309,537.21	21,639.14	326,909.04	50.3%
A1450	Elections	566,586.09	42,000.00	608,586.09	234,483.43	2,757.15	371,345.51	39.0%
A1610	Shared Services	236,552.00		236,552.00	168,517.81	38,211.73	29,822.46	87.4%
A1620	Buildings & Grounds	2,390,651.13	1,678,311.92	4,068,963.05	1,140,833.10	403,943.23	2,524,186.72	38.0%
A1680	Information Technology	1,250,464.93	220,417.83	1,470,882.76	619,000.21	40,080.12	811,802.43	44.8%
A1711	Unallocated Judgements/Claims	10,000.00		10,000.00			10,000.00	0.0%
A1985	Sales Tax Paid to Other Governments	16,100,000.00		16,100,000.00	4,565,702.38		11,534,297.62	28.4%
A2490	Community College Chargebacks	350,000.00		350,000.00	172,851.10		177,148.90	49.4%
A2495	Sponsor Contributions	2,039,415.00		2,039,415.00	1,391,621.25	647,793.75	-	100.0%
A3020	Emergency Response & Communications	3,958,374.10	5,117,176.50	9,075,550.60	2,722,674.74	2,089,337.89	4,263,537.97	53.0%
A3110	Sheriff	1,199,412.37		1,199,412.37	519,317.40	31,192.55	648,902.42	45.9%
A3120	Road Patrol	5,173,127.89	251,941.93	5,425,069.82	2,633,820.88	309,683.74	2,481,565.20	54.3%
A3140	Probation/ATI	1,967,711.70		1,967,711.70	935,951.85	19,414.53	1,012,345.32	48.6%
A3150	Jail	6,459,402.08	31,123.00	6,490,525.08	3,270,217.64	185,872.23	3,034,435.21	53.2%
A3315	DWI	65,400.00	13,562.00	78,962.00	38,389.10	9,186.55	31,386.35	60.3%
A3410	Fire/Emergency Management Admin	359,575.00	299,047.65	658,622.65	209,676.32	18,922.98	430,023.35	34.7%
A3510	Animal Control	66,000.00		66,000.00			66,000.00	0.0%
A3620	Safety Officer	50,692.00		50,692.00	8,853.00	500.00	41,339.00	18.5%
A4010	Public Health Admin	650,030.00	1,215,142.39	1,865,172.39	326,627.80	1,775.55	1,536,769.04	17.6%
A4011	Nursing	678,615.00	42,947.14	721,562.14	286,156.77	14,065.34	421,340.03	41.6%
A4012	Environmental Health	665,048.00	158,582.95	823,630.95	363,328.16	10,016.93	450,285.86	45.3%
A4045	Health Education	979,587.00	582,080.73	1,561,667.73	620,542.44	166,757.70	774,367.59	50.4%
A4046	Pre-K	2,410,162.00	8,000.00	2,418,162.00	872,863.07	965,345.78	579,953.15	76.0%
A4059	Early Intervention	1,042,822.00	5,330.40	1,048,152.40	472,582.62	22,575.51	552,994.27	47.2%
A4050	Child Advocacy Center	342,020.26	137,174.85	479,195.11	182,919.17	8,466.34	287,809.60	39.9%
A4310	Mental Health	7,475,039.61	2,784,907.61	10,259,947.22	3,620,299.36	1,563,063.27	5,076,584.59	50.5%
A5610	Airport	363,354.71		363,354.71	133,957.28	59,823.48	169,573.95	53.3%
A5630	Bus Operations	2,503,645.84	849,752.32	3,353,398.16	790,394.64	515,495.68	2,047,507.84	38.9%
A6010	Social Services	33,037,072.16		33,037,072.16	15,929,912.29	346,579.21	16,760,580.66	49.3%
A6293	Workforce Investment	74,000.00	100,000.00	174,000.00	161.52		173,838.48	0.1%
A6410	Occupancy Tax	613,260.63		613,260.63	582,597.60		30,663.03	95.0%
A6420	Promotion of Industry	492,193.00		492,193.00	369,144.75	123,048.25	-	100.0%
A6510	Veterans Service Agency	76,902.33		76,902.33	37,600.46	100.06	39,201.81	49.0%
A6610	Weights & Measure	108,989.10		108,989.10	57,426.70	898.30	50,664.10	53.5%
A6772	Office for the Aging	2,581,797.12	197,051.78	2,778,848.90	1,346,109.39	173,251.20	1,259,488.31	54.7%
A6989	Economic Development		50,000.00	50,000.00	50,000.00		-	100.0%
A7110	Dwyer Park	294,033.08		294,033.08	78,808.17	5,102.48	210,122.43	28.5%

Attachment: July 2023 Finance Reports (11687 : July 2023 Financial Reports)

EXPENDITURE BUDGET VS ACTUAL TO July 31, 2023

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Committed	Available Budget	Percent Used
A7312	Youth Bureau		69,195.00	69,195.00	424.89	48,897.16	19,872.95	71.3%
A7989	Snowmobile	86,054.00	14,961.04	101,015.04	66,879.54		34,135.50	66.2%
A8020	Planning	693,587.96		693,587.96	154,733.21	1,116.78	537,737.97	22.5%
A8710	Conservation Programs	221,344.00		221,344.00	166,008.00	55,336.00	-	100.0%
A8740	Small Watershed Protection	17,836.55		17,836.55			17,836.55	0.0%
A8750	Agriculture Programs	290,500.00		290,500.00	219,500.00	71,000.00	-	100.0%
A9050	Unemployment	50,000.00		50,000.00	21,081.87		28,918.13	42.2%
A9060	Retiree Health Insurance	4,500,000.00		4,500,000.00	3,146,432.02		1,353,567.98	69.9%
A9901	Transfers to County Road Fund	6,697,865.23		6,697,865.23	4,465,243.50		2,232,621.73	66.7%
A9909	Transfers to Capital Projects Fund		203,325.22	203,325.22	3,038.51		200,286.71	1.5%
A9710	Debt Service	825,922.54		825,922.54	513,637.13	312,285.41	-	100.0%
	Total Expenditures	**118,982,147.14**	**14,725,064.63**	**133,707,211.77**	**57,927,175.48**	**8,594,284.02**	**67,185,752.27**	49.8%
SPECIAL GRANT FUND								
CD6989	CDBG		1,750,000.00	1,750,000.00	1,177,443.24		1,750,000.00	67.3%
CD6290	Grant Administration	266,274.33	(20,000.00)	246,274.33	100,168.12		246,274.33	40.7%
CD6292	Employment & Training	705,637.92	20,000.00	725,637.92	334,753.17		390,884.75	46.1%
	Total Expenditures	**971,912.25**	**1,750,000.00**	**2,721,912.25**	**1,612,364.53**	-	**2,387,159.08**	59.2%
Self-Insured Benefits Fund		13,245,800.37	4,722.36	**13,250,522.73**	7,922,118.19	275,398.58	**5,053,005.96**	61.9%
COUNTY ROAD FUND								
D3110	Traffic Division	210,620.45		210,620.45	31,230.18	259.29	179,130.98	15.0%
D5010	County Road Administration	643,842.10		643,842.10	320,700.21	3,760.84	319,381.05	50.4%
D5020	Engineering	78,613.12		78,613.12	49,955.92		28,657.20	63.5%
D5110	Maintenance of Roads	5,895,415.56		5,895,415.56	2,942,559.28	175,914.70	2,776,941.58	52.9%
D5112	Permanent Improvements	3,292,079.00	1,007,353.43	4,299,432.43	2,031,129.15	641,099.80	1,627,203.48	62.2%
D5122	Safety/Training		45,000.00	45,000.00	8,241.31	950.00	35,808.69	20.4%
D9710	Debt Service	874,573.00		874,573.00	454,838.94	419,730.84	3.22	100.0%
	Total Expenditures	**10,995,143.23**	**1,052,353.43**	**12,047,496.66**	**5,838,654.99**	**1,241,715.47**	**4,967,126.20**	58.8%
ROAD MACHINERY FUND								
E5130	Machinery	3,094,417.56	1,006,698.80	4,101,116.36	1,738,573.36	1,485,841.83	876,701.17	78.6%
E9710	Debt Service	148,077.00		148,077.00	131,308.57	16,767.67	0.76	100.0%
	Total Expenditures	**3,242,494.56**	**1,006,698.80**	**4,249,193.36**	**1,869,881.93**	**1,502,609.50**	**876,701.93**	79.4%
SOLID WASTE FUND								
EL8160	Landfill	1,456,306.05	1,638,035.48	3,094,341.53	856,926.12	164,103.60	2,073,311.81	33.0%
EL8161	Recycling Center	597,157.35		597,157.35	286,629.19	26,097.80	284,430.36	52.4%
EL9710	Debt Service	847,954.68		847,954.68	752,699.35	95,255.33	-	100.0%
	Total Expenditures	**2,901,418.08**	**1,638,035.48**	**4,539,453.56**	**1,896,254.66**	**285,456.73**	**2,357,742.17**	48.1%

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EXPENDITURE BUDGET VS ACTUAL TO July 31, 2023

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Committed	Available Budget	Percent Used
CAPITAL PROJECTS FUND								
HH1620	County Courthouse		2,396,000.00	2,396,000.00	325,490.04	1,693,517.96	376,992.00	84.3%
HH5122	Infrastructure		647,004.40	647,004.40	71,510.49	157,585.85	417,908.06	35.4%
HH5610	Airport		1,390,905.00	1,390,905.00	27,622.83	235,028.17	1,128,254.00	18.9%
	Total Expenditures	-	**4,433,909.40**	**4,433,909.40**	**424,623.36**	**2,086,131.98**	**1,923,154.06**	56.6%
Self-Insured Workers' Compensation Fund		**1,915,007.00**		**1,915,007.00**	1,391,576.06		**523,430.94**	72.7%

Attachment: July 2023 Finance Reports (11687 : July 2023 Financial Reports)

Cortland County
Revenue Comparison 2019 - 2023 through July 31, 2023

	2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS
GENERAL FUND					
1010 BOARD OF LEGISLATORS	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
1040 CLERK OF THE LEGISLATIVE BOARD	90.00				
1165 DISTRICT ATTORNEY	16,689.14	13,667.80	33,888.81	116,928.12	8,203.20
1170 PUBLIC DEFENDER	83,062.69	351,096.86		32,800.90	152,602.74
1175 ASSIGNED COUNSEL		52,838.28			219,766.46
1310 FINANCE				5,400.00	20,442.02
1320 AUDIT				1,800.00	10,221.01
1325 COUNTY TREASURER - Levy	35,460,097.29	36,456,704.01	37,003,555.01	37,721,956.20	38,496,150.22
1325 COUNTY TREASURER	1,487,192.92	528,492.47	972,952.80	2,825,956.24	2,582,728.94
1355 REAL PROPERTY TAX SERVICE	29,391.25	30,551.94	31,967.50	31,244.00	29,349.52
1410 COUNTY CLERK - CIVIL/RECORDS	329,785.73	502,580.48	490,228.55	488,032.91	435,646.76
1411 COUNTY CLERK - MOTOR VEHICLES	388,183.05	261,391.81	373,183.26	310,621.90	347,354.43
1420 COUNTY ATTORNEY	2,050.16				
1430 PERSONNEL - CIVIL SERVICE	2,463.50	3,133.00	1,245.00	2,105.50	1,575.00
1450 ELECTIONS	3,300.50	796.79	25,368.60	3,100.80	15,977.89
1610 TELEPHONE SHARED SERVICE	126,428.57	135,497.14	125,472.50	120,107.25	129,379.77
1620 BUILDING & GROUNDS	82,336.77	215,358.81	192,692.83	219,781.81	80,411.88
1680 INFORMATION TECHNOLOGY	149,828.56	24,828.56	22,928.56	8,813.14	69,624.37
1985 SALES TAX	15,027,850.96	14,738,228.96	17,842,600.43	18,846,041.71	19,170,761.83
3020 EMERGENCY RSP & COMMUNICATION	709,435.17	444,619.44	105,049.80	237,708.02	629,719.91
3110 SHERIFF	54,623.15	40,436.28	32,825.53	43,504.13	95,452.60
3120 SHERIFF ROAD PATROL	305,172.82	265,935.47	215,213.16	219,142.42	221,194.96
3140 PROBATION	253,833.67	195,530.71	146,381.04	193,694.40	151,845.55
3150 JAIL	5,414.00	16,265.63	168,820.95	29,790.08	37,617.63
3315 STOP DWI	55,053.76	39,264.45	30,473.51	34,355.77	14,550.35
3410 FIRE / EMERGENCY MANAGEMENT	26,939.30	41,380.23	12,816.00	12,692.94	58,709.70
3620 SAFETY OFFICER					10.00
3625 HANDICAPPED PARKING EDUC FUND	30.00				
4010 HEALTH DEPARTMENT ADMIN	497,605.62	606,218.23	668,644.35	442,847.41	912,230.97
4011 NURSING ADMINISTRATION	455,785.81	259,847.64	94,302.06	117,825.10	59,291.76
4012 ENVIRONMENTAL HEALTH	221,182.74	92,778.42	110,288.00	148,220.78	157,003.75
4045 HEALTH EDUCATION				349,917.34	333,489.96
4046 PRE-K PHCP (4050 AUD)	980,934.19	445,860.28	1,230,538.38	690,408.51	302,795.24
4059 EARLY INTERVENTION PROGRAM	636,505.35	309,101.67	163,417.70	510,665.55	423,183.47
4050 CAC - CHILD ADVOCACY CENTER DA	71,222.32	52,389.58	153,216.73	143,538.52	196,564.71
4310 MENTAL HEALTH CENTER	3,249,344.45	2,842,043.36	3,210,008.41	3,678,238.87	4,985,382.84
5610 AIRPORT	138,605.25	144,913.04	176,739.05	259,568.42	171,343.66
5630 BUS OPERATIONS	1,027,560.16	1,002,596.97	607,758.15	1,222,545.49	532,362.96
6010 DEPT.OF SOCIAL SERVICES ADMIN	6,240,862.59	5,172,812.14	4,942,498.21	4,790,031.89	5,684,877.74
6410 PUBLICITY/TOURISM	289,365.77	151,766.30	233,859.04	354,215.76	371,873.71
6510 VETERANS SERVICE AGENCY	26,406.26	16,258.34	14,561.88	31,167.22	16,054.39
6610 SEALER OF WEIGHTS & MEASURES	6,859.57	4,513.53	2,230.00	7,090.00	9,417.52
6772 AREA AGENCY ON AGING	504,232.50	393,449.96	555,243.42	689,385.72	484,835.48
7110 DWYER PARK	10,707.66	600.00	8,867.55	12,848.11	11,503.60
7312 YOUTH BUREAU			41,022.00		2,966.00
7622 RETIRED SENIOR VOLUNTEER PROG	17,021.09				
7989 SNOWMOBILE CLUBS	67,376.40	66,931.20	66,931.20	92,556.00	111,404.84
8020 PLANNING	4,176.87		290.00		
8740 SMALL WATERSHED PROTECTION					17,836.53
8755 FARMLAND PROTECTION	5,255.00				
Total Revenue	69,060,262.56	65,930,679.78	70,118,079.97	75,056,648.93	77,773,715.87
SPECIAL GRANT FUND					
6989 CDBG	33,513.00	28,385.87	50,000.00		1,399,643.34
6290 WIA GRANT ADMINISTRATION	370,676.40	105,221.55	95,870.37	114,994.12	109,420.55
6292 WIA EMPLOYMENT & TRAINING	334,682.92	236,228.73	323,834.52	343,983.58	485,735.79
Total Revenue	738,872.32	369,836.15	469,704.89	458,977.70	1,994,799.68
SELF-INSURANCE FUND - EMPLOYEE BENEFITS					
9060 HEALTH	7,617,175.05	8,468,122.01	7,228,383.56	7,802,856.65	8,110,010.51

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	2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS
COUNTY ROAD FUND					
3310 TRAFFIC DIVISION					
5010 HIGHWAY & STREET ADMIN	34.78	46.76	34.40	164.03	52.64
5110 MAINTENANCE OF ROADS	935,573.86	352,887.92	451,065.43	625,700.18	810,569.88
5112 PERMANENT IMPROVEMENTS			338,176.61	287,166.82	1,961,607.22
9901 INTERFUND TRANSFERS	4,046,653.23	4,072,116.62	3,650,600.10	4,530,598.86	4,465,243.50
Total Revenue	4,982,261.87	4,425,051.30	4,439,876.54	5,443,629.89	7,237,473.24
ROAD MACHINERY FUND					
5130 MACHINERY	1,705,246.79	1,190,134.84	1,355,822.70	1,493,002.84	1,815,986.86
SOLID WASTE FUND					
8160 LANDFILL	1,420,172.99	1,528,525.17	1,475,388.76	1,387,584.11	1,881,427.58
8161 RECYCLING		38,091.39	31,949.11	61,182.29	43,239.10
Total Revenue	1,420,172.99	1,566,616.56	1,507,337.87	1,448,766.40	1,924,666.68
CAPITAL ROJECTS FUND					
5122 BRIDGE PROJECTS	0.01	115,498.41	122,433.88	1,400,859.11	
5610 AIRPORT	28,244.66	99,759.88	18,072.12	23,606.20	24,584.32
9900 TRANSFER TO/FROM OTHER FUNDS		4,036.39	17,439.51	73,729.43	3,038.51
Total Revenue	28,244.67	219,294.68	157,945.51	1,498,194.74	27,622.83
SELF-INSURANCE FUND - WORKERS' COMPENSATION					
1710 WORKER'S COMP-SELF INSURANCE	728,658.16	2,101,344.79	1,828,486.20	2,289,283.04	1,829,984.15

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Cortland County
Expenditure Comparison 2019 - 2023 through July 31, 2023

		2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS
GENERAL FUND						
A10105	COUNTY LEGISLATURE	209,957.18	218,114.69	157,145.09	164,005.61	208,032.59
A10405	CLERK OF THE LEGISLATIVE BOARD	85,168.32	151,754.14	92,354.40	96,501.12	93,913.47
A11655	DISTRICT ATTORNEY	551,160.50	525,875.21	499,030.98	587,823.31	776,067.87
A11705	PUBLIC DEFENDER	450,272.69	514,099.59	529,857.41	528,935.85	680,313.72
A11755	ASSIGNED COUNSEL	355,556.75	310,081.62	378,789.87	400,256.20	534,773.02
A11855	CORONERS	92,422.70	112,485.93	97,031.98	103,227.55	104,007.09
A12305	COUNTY ADMINISTRATOR		89,623.14	125,223.52	128,851.02	201,058.66
A13105	BUDGET & FINANCE	448,592.08	324,407.47	323,471.24	299,388.24	293,955.32
A13205	County Auditor	11,000.00	59,942.77	59,636.39	63,216.35	64,596.96
A13255	TREASURER	196,482.75	101,883.98	96,450.46	100,570.67	246,348.81
A13555	REAL PROPERTY TAX SERVICE	136,363.87	142,361.38	130,859.81	125,142.25	154,009.41
A14105	COUNTY CLERK	238,295.17	286,163.24	241,994.22	272,160.72	433,249.21
A14115	COUNTY CLERK - MOTOR VEHICLES	253,243.56	266,472.86	251,538.20	238,269.53	143,659.06
A14205	COUNTY ATTORNEY	209,698.44	163,402.09	192,899.29	176,841.58	173,332.01
A14305	PERSONNEL - CIVIL SERVICE	255,556.47	243,219.10	300,168.68	283,288.20	309,537.21
A14505	ELECTIONS	189,981.08	325,320.71	229,496.06	327,044.40	234,483.43
A16105	TELEPHONE SHARED SERVICE	116,139.32	127,479.76	137,890.08	132,462.30	168,517.81
A16205	BUILDING & GROUNDS	1,158,803.45	1,606,184.93	889,290.67	1,114,533.81	1,140,833.10
A16805	DATA PROCESSING	516,995.63	404,807.86	508,705.97	630,918.38	619,000.21
A17115	LIABILITY INSURANCE RESERVE	240.00				
A19855	SALES TAX	6,696,621.77	3,610,961.00	3,766,856.77	4,380,694.56	4,565,702.38
A19905	CONTINGENCY	10,637.00				
A24905	COMMUNITY COLLEGE	160,510.93	190,424.18	175,400.65	143,318.49	172,851.10
A24955	CONTRIBUTIONS TC3	1,255,598.25	1,757,837.00	1,354,999.50	1,391,621.25	1,391,621.25
A30205	EMERGENCY RESPONSE & COMMUNCTN	1,698,282.04	2,047,046.94	1,396,464.45	1,581,063.04	2,722,674.74
A31105	SHERIFF	405,604.67	420,929.26	428,668.78	385,419.17	519,317.40
A31205	SHERIFF ROAD PATROL	2,444,552.33	2,215,315.49	2,230,701.15	2,452,721.17	2,633,820.88
A31405	PROBATION	1,041,580.33	938,916.31	960,117.49	946,641.39	935,951.85
A31505	JAIL	3,482,867.19	2,825,233.75	2,659,345.99	2,833,884.36	3,270,217.64
A33155	STOP DWI	59,326.90	35,663.77	27,230.97	25,343.17	38,389.10
A34105	FIRE / EMERGENCY MANAGEMENT	138,511.25	183,688.58	155,387.48	167,202.11	209,676.32
A35105	SPCA	22,500.18	22,500.18	22,500.18	22,500.18	
A36205	SAFETY OFFICE	20,227.10	23,160.00	945.75	29,651.37	8,853.00
A40105	HEALTH DEPARTMENT	625,095.46	613,323.89	747,107.25	491,611.49	326,627.80
A40115	NURSING ADMINISTRATION	589,099.52	513,831.01	439,056.27	274,923.63	286,156.77
A40125	ENVIRONMENTAL HEALTH	357,611.92	344,545.08	297,426.90	334,550.03	363,328.16
A40455	Health Education				459,182.58	620,542.44
A40465	PrK Supportive Hlth Svcs	852,425.29	628,221.77	1,008,508.71	1,054,154.44	872,863.07
A40595	EARLY INTERVENTION PROGRAM	611,412.90	545,167.15	475,428.39	586,734.82	472,582.62
A40505	Child Advocacy Center	68,897.42	112,409.29	184,450.91	177,953.77	182,919.17
A43105	MENTAL HEALTH CENTER	3,050,073.82	2,850,858.78	3,150,835.68	3,511,535.26	3,620,299.36
A56105	AIRPORT	124,187.07	114,986.18	151,611.16	214,028.19	133,957.28
A56305	BUS OPERATIONS	814,825.49	980,194.28	33,458.93	352,748.02	790,394.64
A60105	DEPT.OF SOCIAL SERVICES ADMIN	16,168,434.02	15,261,127.22	13,408,511.95	14,164,307.84	15,929,912.29
A62935	WORKFORCE INVESTMENT					161.52
A64105	PUBLICITY/TOURISM	500,000.00	550,093.00	575,072.26	592,568.46	582,597.60
A64205	PROMOTION OF INDUSTRY	326,870.25	331,773.00	336,750.00	346,801.25	369,144.75
A65105	VETERANS SERVICE AGENCY	61,592.08	30,328.83	31,062.42	33,556.95	37,600.46
A66105	SEALER OF WEIGHTS & MEASURES	38,684.43	38,315.67	45,023.89	47,799.94	57,426.70
A67725	AREA AGENCY ON AGING	1,288,813.45	140,403.95	1,070,317.49	1,151,395.54	1,346,109.39
A69895	Economic Development				1,673,704.00	50,000.00
A71105	DWYER PARK	38,478.62	25,364.69	101,127.52	39,940.39	78,808.17
A73125	YOUTH BUREAU	6,354.51	6,769.10	473.60	351.81	424.89
A76225	RETIRED SENIOR VOLUNTEER PROG	69,311.36				
A79895	SNOWMOBILE CLUBS	85,135.95	60,238.08	60,238.08	83,300.40	66,879.54
A80205	PLANNING	209,009.51	183,450.65	165,513.79	189,537.09	154,733.21
A87105	CONSERVATION PROGRAMS	285,093.00	112,500.00	112,500.00	435,000.00	166,008.00
A87505	AGRICULTURE & LIVESTOCK	220,500.00	205,065.00	190,065.00	193,815.00	219,500.00
A87555	Farmland Protection					

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		2019 ACTUALS	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS
A90505	UNEMPLOYMENT INSURANCE	31,818.37	21,644.48		2,470.48	21,081.87
A90605	HEALTH INSURANCE	2,502,095.00	3,263,144.00	3,043,761.00	3,063,762.21	3,146,432.02
A97105	DEBT SERVICE	715,512.77	554,540.33	496,963.65	505,540.25	513,637.13
A99015	I/F Transfer to/from D	4,046,653.23	3,517,823.50	3,650,600.10	4,530,598.86	4,465,243.50
A99505	TRANSFER TO CAPITAL PROJECTS		10,157.63	17,439.51	73,729.43	3,038.51
	Total Expenditures	56,600,735.34	51,261,633.49	48,213,757.94	54,719,099.48	57,927,175.48
SPECIAL GRANT FUND						
CD62905	WIA - GRANT ADMIN EXPENSES	391,648.58	99,737.11	91,415.69	102,087.53	100,168.12
CD62925	WIA - E & T	272,471.66	211,588.47	289,889.31	318,724.31	334,753.17
CD69895	Other Economic Assistance	33,513.00	28,385.87			1,177,443.24
	Total Expenditures	697,633.24	339,711.45	381,305.00	420,811.84	1,612,364.53
SELF-INSURANCE FUND - EMPLOYEE BENEFITS						
CH90605	HEALTH	7,118,693.30	5,912,230.66	7,046,428.51	7,288,172.66	7,922,118.19
COUNTY ROAD FUND						
D33105	TRAFFIC DIVISION	88,722.15	84,603.23	28,839.79	115,684.83	31,230.18
D50105	HIGHWAY ADMINISTRATION DIV.	367,856.69	297,274.54	276,577.81	261,190.26	320,700.21
D50205	HIGHWAY ENGINEERING DIVISION	39,746.73	43,855.27	43,991.73	46,347.10	49,955.92
D51105	HIGHWAY MAINTENANCY DIV.	3,216,180.42	3,245,280.55	2,987,809.22	3,131,433.97	2,942,559.28
D51125	HIGHWAY PROJECTS	1,515,847.28	811,521.75	1,775,035.69	1,813,383.94	2,031,129.15
D51225	Safety/Training					8,241.31
D97105	DEBT SERVICE	458,127.03	456,200.41	451,061.74	455,607.34	454,838.94
D99015	INTERFUND TRANSFERS		16,202.96			
	Total Expenditures	5,686,480.30	4,954,938.71	5,563,315.98	5,823,647.44	5,838,654.99
ROAD MACHINERY FUND						
E51305	HIGHWAY ROAD MACHINERY	1,022,599.71	890,473.12	763,289.30	1,090,302.48	1,738,573.36
E97105	DEBT SERVICE	122,354.12	123,816.31	125,769.05	128,601.45	131,308.57
E99015	INTERFUND TRANSFERS		554,293.12			
	Total Expenditures	1,144,953.83	1,568,582.55	889,058.35	1,218,903.93	1,869,881.93
SOLID WASTE FUND						
EL81605	LANDFILL	1,057,349.42	1,118,908.12	1,044,805.91	609,488.48	856,926.12
EL81615	RECYCLING	363,417.12	408,245.76	263,366.97	270,393.31	286,629.19
EL9710	Debt Service	357,772.33	280,139.10	264,797.55	744,105.45	752,699.35
	Total Expenditures	1,778,538.87	1,807,292.98	1,572,970.43	1,623,987.24	1,896,254.66
CAPITAL ROJECTS FUND						
HH16205	COUNTY COURTHOUSE					325,490.04
HH31505	JAIL ROOF RECONSTRUCTION	1,208,020.34				
HH51225	BRIDGE PROJECTS	38,604.08	166,689.99	194,431.42	1,576,100.01	71,510.49
HH56105	AIRPORT MASTER PLAN UPDATE	132,734.00	103,703.70	21,895.36	23,606.20	27,622.83
HH71105	DWYER PARK CAPITAL EXPENSE	169,240.13	3,027.70			
	Total Expenditures	1,548,598.55	273,421.39	216,326.78	1,599,706.21	424,623.36
SELF-INSURANCE FUND - WORKERS' COMPENSATION						
S17105	LIABILITY INSURANCE RESERVE	816,387.62	1,775,603.00	1,723,450.79	1,401,484.96	1,391,576.06

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Cortland County					
Reserve Funds					
				12/31/2022	**7/31/2023**
Reserve Title	**Authorizing Resolution**	**Purpose**	**Funding**	**Balance**	**Balance**
Airport Reserve	269-17	Offset the local match on airport projects	Airport net income	243,242.50	250,039.12
Building & Grounds Capital Project Reserve	324-15	Major building repairs	Sales tax and other transfers/additions as approved by Legislature	1,046,142.83	1,159,607.87
Correctional Facility Reserve / County Jail Project Reserve	313-15	Repair, construction, capital projects or other related expenses for the correctional facility	Approved additions per Legislature	2,282,518.13	2,851,535.40
Drug Task Force - DA	Nature of Funds	Drug busts/stings	Drug money	14,982.77	17,417.85
DA Forfeitures	Nature of Funds	DA expenditures	Forfeitures	44,509.67	43,942.06
DOJ Equitable Sharing Program - DA	Nature of funds	DA expenditures	Federal forfeitures	5,169.45	4,568.70
Debt Reduction Reserve	226-18	Reduce debt	Funding for this reserve was ended with 294-20 as the County currently does not have any debt it can "pre-pay" or pay-off	79,026.37	81,269.21
Don Sharpe Fund	Nature of Funds	Mental Health expenditures	This was created by a one time donation from the Don Sharpe estate	143,592.30	143,608.98
DWI Reserve	Nature of Funds	Non-grant funded DWI expenditures	Non-grant DWI revenues	64,439.50	66,364.91
Dwyer Park Memorial Repair Reserve	436-17; 206-18	Cost of repairs & labor to repair main pavilion; amended to include repairs to all facilities & structures in the park	Approved additions per Legislature	28,881.00	29,700.67
Emergency Communications Towers Bond Reserve	226-18	Tower Bond debt service	Sales tax	65,669.73	168,380.90
Emergency Response & Communications Radio Tower Reserve	194-16	Maintenance of radio towers	Rental revenue from rental of towers by NYS Police and CBP	29,837.59	34,617.47
Farmland Protection Reserve	124-07	Monitoring Farmland Protection grants	Stewardship monies from farmland protection grant	46,066.53	47,373.95
Handicap Parking Education Fund	Nature of Funds	Handicap parking education	Justice Court fines	555.59	571.37
Motor Vehicle Equipment Reserve	200-11; 37-14	Offset operating or capital expenses related to Section 5311 (transportation)	Sale of used buses purchased with Secton 5311 funding	17,233.47	17,722.58
Occupancy Tax Reserve	Nature of Funds	Annual payment to Tourism Bureau and for tourism related expenditures	Occupancy tax, including the County's 10% share	1,436,784.03	1,202,088.33
Opioid Settlement Reserve	Nature of Funds	Combat opioid epidemic	Opioid settlements	287,756.35	384,554.85
Retirement Contribution Reserve	411-04	Retirement expenditures	Unspent retirement budget	3,714,756.01	3,819,243.59

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Sheriff Forfeitures	Nature of Funds	Sheriff expenditures	Forfeitures	41,042.99	41,042.99
Sheriff Inmate Phone	Nature of Funds	Jail expenditures	Inmate use of jail phones	155,765.23	180,995.98
Sheriff's Special Program Reserve	317-15	K-9 program	Donations for the K-9 program	1,988.30	2,044.72
Vehicle Repair/Replacement Reserve	107-15	Vehicle related costs	Proceeds from auctioned vehicles purchased through General Fund	172,663.32	142,116.24
Weights & Measures Prover Reserve	51-16; 258-20	Replacement of prover, repairs & maintenance of prover or purchase of capital equipment for Weights & Measures	Annual Weights & Measures penalty interest and prover rental revenue	6,796.91	6,979.27
Road Machinery Capital Reserve	154-22	Highway equipment or highway related capital projects costing $100,000 or more	Assigned fund balance over $750,000	852,388.99	875,529.01
Landfill Closure Reserve	533-88; 458-16	Landfill closure liability funding	Per ton fee	1,116,879.69	1,146,569.30
Landfill Equipment Reserve	533-88; 459-16	Replacement of landfill equipment	Per ton fee	648,540.29	666,257.85
NOTE:					
Buildings and Grounds Reserve	Resolution 153-22 authorized up to $100,000 for elevator maintenance and repairs. This contract has not yet been completed and $87,750 of $100,000 has been removed from reserve at 6/30/23.				
Occupancy Tax Reserve	$61,326.06 County admin in 2023, $741,171.06 CVB in 2024 and $285,514.98 in 2025, $82,352.34 County admin in 2024 and $31,723.89 in 2025.				

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