Finance & Administration Committee

Committee Meeting

60 Central Ave
Cortland, NY 13045
https://www.cortlandcountyny.gov

~ Minutes ~

Tuesday, November 12, 2024 **9:00 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Cathy Bischoff

Attendee Name	Organization	Title	Status	Arrived
Beau Harbin	Cortland County, NY	Committee Member	Present	
Linda Jones	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Absent	
Sandra Price	Cortland County, NY	Committee Member	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
William McGovern	Cortland County, NY	Committee Vice-Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Chair	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Remote	
Stephen Trobert	Cortland County, NY	Manager of Audit & Financial Projects	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Laura Fox	Cortland County, NY	Real Property Tax Services	Present	
Michelle Enright	Cortland County Convention and Visitors Bureau	Executive Director	Present	
Paul Heider	Cortland County, NY	Board Member	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Morgan Spaulding	Cortland County, NY	Grant Administrator	Present	
Trisha Hiemstra	Cortland County, NY	Director of Planning	Present	
Ashley Millard	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Nicole Compton	Cortland County, NY	Paralegal	Remote	
Jason DeRaiche	Cortland County, NY	Safety Director	Remote	
Victoria J. Monty	Cortland County, NY	County Attorney	Remote	
Jessica Leet	Cortland County, NY	Planning Department Executive Assistant	Remote	
Doug Schneider	Cortland Standard	Reporter	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	

Carlita Withers	Cortland County, NY	Deputy Director of Finance	Remote	

MINUTES

1. Finance & Administration Committee - Special Meeting - Oct 10, 2024 1:00 PM

RESULT:	**APPROVED**

2. Finance & Administration Committee - Committee Meeting - Oct 15, 2024 8:30 AM

RESULT:	**APPROVED**

3. Finance & Administration Committee - Special Meeting - Nov 5, 2024 12:00 PM

RESULT:	**APPROVED**

RESOLUTIONS

Resolutions Under Approved Consent Agenda

AGENDA ITEM NO. 1 – Distribution of Third Quarter 2024 Sales Tax

RESULT:	**APPROVED [UNANIMOUS]** **Next: 11/21/2024 6:00 PM**
MOVER:	William McGovern, Committee Vice-Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Distribution of Third Quarter 2024 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 2024 third quarter sales tax information has been provided by the New York State Comptroller's Office showing a total collection for third quarter 2024 to be $10,561,973.12; AND

WHEREAS, the total amount available for distribution is $10,186,973.12, 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 (55%), or $5,602,835.22 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 Director of Finance or designee to release sales tax payments for the third quarter of 2024 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	$1,770,495.93	$-0-	$1,770,495.93	$-0-
Cincinnatus, Town of	$77,141.80	$-0-	$77,141.80	$-0-
Cortlandville, Town of	$860,629.46	$-0-	$860,629.46	$-0-
Cuyler, Town of	$70,968.45	$(28,750.00)	$42,218.45	$-0-
Freetown, Town of	$57,573.72	$-0-	$57,573.72	$-0-
Harford, Town of	$78,440.48	$-0-	$78,440.48	$-0-
Homer, Town of	$311,170.76	$-0-	$311,170.76	$-0-
Homer, Village of	$219,757.03	$-0-	$219,757.03	$-0-
Lapeer, Town of	$116,915.20	$(116,915.20)	$-0-	$(18,111.80)
Marathon, Town of	$90,083.26	$-0-	$90,083.26	$-0-
Marathon, Village of	$46,192.23	$-0-	$46,192.23	$-0-
McGraw, Village of	$38,308.02	$-0-	$38,308.02	$-0-
Preble, Town of	$159,580.89	$-0-	$159,580.89	$-0-
Scott, Town of	$91,568.33	$-0-	$91,568.33	$-0-
Solon, Town of	$86,412.90	$-0-	$86,412.90	$-0-
Taylor, Town of	$45,310.05	$-0-	$45,310.05	$-0-
Truxton, Town of	$113,643.64	$-0-	$113,643.64	$-0-
Virgil, Town of	$278,569.08	$(25,000.00)	$253,569.08	$-0-
Willet, Town of	$71,376.67	$-0-	$71,376.67	$-0-
Total	$4,584,137.90	$(170,665.20)	$4,413,472.70	$(18,111.80)

; AND BE IT FURTHER

RESOLVED, that the Cortland County Director of Finance, 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. 283-21.

Referred from Government Operations Committee

AGENDA ITEM NO. 2 – Authorize Mortgage Tax Disbursement for April 2024 - September 2024 - County Clerk

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 11/21/2024 6:00 PM
MOVER:	William McGovern, Committee Vice-Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF NAUSEEF **RESOLUTION NO.**

Authorize Mortgage Tax Disbursement for April 2024 - September 2024 - County Clerk

WHEREAS, in accordance with New York State Tax Law, Article 11, § 261, the Semi-Annual Mortgage Tax Report for April 1, 2024-September 30, 2024, has been prepared and submitted by the Cortland County Clerk and has been approved by the New York State Department of Taxation and Finance; AND

WHEREAS, the Basic Mortgage Tax has been submitted with interest to the Cortland County Director of Finance; AND

WHEREAS, the mortgage tax has been calculated to apportion the basic mortgage tax between the towns and villages; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the Cortland County Director of Finance to make payments to each of the tax districts within the County of Cortland as shown below, either by check or by electronic bank deposit based on the request of the receiving municipality.

Cincinnatus	$10,854.25
Cortland	$108,946.87
Cortlandville	$62,307.08
Cuyler	$4,146.91
Freetown	$3,918.43
Harford	$4,300.60
Homer, Town	$24,520.94
Homer, Village	$18,455.13
Lapeer	$5,469.87
Marathon, Town	$7,297.22
Marathon, Village	$3,903.28
McGraw, Village	$1,733.39
Preble	$11,065.08
Scott	$6,967.55
Solon	$4,317.48
Taylor	$436.39
Truxton	$4,600.40
Virgil	$20,600.42
Willet	$5,061.48

TOTAL $308,902.77

AGENDA ITEM NO. 3 – Authorize Capital Region BOCES Contract - Personnel Department

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 11/21/2024 6:00 PM
MOVER:	William McGovern, Committee Vice-Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF NAUSEEF **RESOLUTION NO.**

Authorize Capital Region BOCES Contract - Personnel Department

WHEREAS, Resolution No. 124-23 authorized Cortland County to enter into an agreement with Keenan Associates/Express Scripts, Inc. for pharmacy benefits management services for Cortland County's employee and retiree health plan effective 1/1/2024 through 12/31/2026; AND

WHEREAS, Keenan Associates partners with Capital Region BOCES for a county-wide shared services initiative (CWSSI) that authorizes funding from the State to match one calendar year of net savings achieved from new shared service implemented; AND

WHEREAS, Cortland County wishes to authorize an inter-municipal agreement with Capital Region BOCES to allow for participation in a prescription drug plan known as the NYS Pharmacy Purchasing Coalition, which is expected to provide an estimated cost savings to Cortland County of $573,171, and confirms eligibility for matching funds under the CWSSI; NOW THEREFORE BE IT

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 participation in an inter-municipal agreement with Capital Region BOCES from January 1, 2024 through December 31, 2024.

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 4 – Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 11/21/2024 6:00 PM
MOVER:	William McGovern, Committee Vice-Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF PRICE **RESOLUTION NO.**

Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and

Communications a grant in the amount of $21,478 in support of the Emergency Management Performance Grant (EMPG); AND

WHEREAS, the fiscal period for this grant is October 1, 2024 to September 30, 2026; AND

WHEREAS there is a required County match of $21,478 which has been budgeted as the salary of the Deputy Director of the Department of Emergency Response & Communications; NOW THEREFORE BE IT

RESOLVED, that the 2024 budget is amended as follows:

		Current	Change	Revised
INCREASE REVENUE BUDGET:				
A34105.43306.26EMP	DHSES Grant	0	$21,478	$21,478
INCREASE EXPENDITURE BUDGET:				
A34105.51005.26EMP	Personnel	0	$21,478	$21,478

; AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services in an amount not to exceed $21,478; AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

AGENDA ITEM NO. 5 – Accept and Award New York State Homeland Security Grant - Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]** **Next: 11/21/2024 6:00 PM**
MOVER:	William McGovern, Committee Vice-Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF PRICE **RESOLUTION NO.**

Accept and Award New York State Homeland Security Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $51,215 resulting in no new county costs, in support of NYS State Homeland Security Grant Program; AND

WHEREAS, the fiscal period for this grant is September 1, 2024 to August 31, 2027; NOW THEREFORE BE IT

RESOLVED, that Cortland County Department of Emergency Response and Communications is hereby directed to expend the grant funds according to the stated grant guidance; AND BE IT FURTHER

RESOLVED, that the 2024 budget is amended as follows:

	Current	Change	Revised
A34105.44389.SHS DHSES Grant	0	$51,215	$51,215
A34105.54048.SHS PROGRAM SUPPLIES	0	$51,215	$51,215

; AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $51,215; AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused grant funds to the subsequent year(s) budget covered by the grant, per the approved grant agreement.

Resolutions Without 2025 Budget Impacts

Resolutions Under Finance & Administration Committee

AGENDA ITEM NO. 6 – Authorize 2025 Cortland County Tourism Marketing Grants

RESULT:	**APPROVED [UNANIMOUS]** **Next: 11/21/2024 6:00 PM**
MOVER:	Beau Harbin, Committee Member
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Authorize 2025 Cortland County Tourism Marketing Grants

WHEREAS, the Cortland County Legislature adopted Resolution No. 172-24 which authorized an agreement with the Cortland County Convention & Visitors Bureau for provision of public benefits services for promotion and publicity; AND

WHEREAS, the Convention & Visitors Bureau, per Resolution No. 172-24, shall be responsible for the distribution of occupancy funds as outlined in the Cortland County Tourism Marketing Grants Guidelines; AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 171-24 designating the Cortland County Convention & Visitors Bureau as the Official Tourism Promotion Agency for Cortland County in accordance with New York State Tourism Promotion Act 5A; AND

WHEREAS, the Cortland County Convention and Visitor Bureau’s Tourism Marketing Grant Review Group met in October 2024 to review applications for use of occupancy tax funding for tourism marketing which encourages overnight stays at Cortland County lodging properties, and has recommended that certain amounts of funding be made available to the agencies that sought funding; AND

WHEREAS, that recommendation has been presented to the Legislature's Finance and Administration Committee for review and consideration as follows:

1890 House Museum	$10,000
Brockway Truck Preservation Society	$13,000
Center for the Arts of Homer	$79,800
Central NY Maple Festival	$3,000
Cortland County Historical Society	$16,000
Cortland Regional Sports Council	$140,800
Cortland Repertory Theatre	$50,000
Cortland Arts Connect	$8,000
Holiday in Homer	$3,500
Homer Cortland Community Agency (CNYLHC)	$30,000
Homeville Museum	$3,000
Lime Hollow Nature Center	$25,000

; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator or designee is hereby authorized to allocate funds in the 2025 adopted budget and make payment to the Cortland County Convention & Visitor's Bureau, which will distribute the funds to the listed agencies shown above upon these agencies securing a signed contract with the Convention & Visitor's Bureau and providing eligible invoices and supporting documentation.

Referred from Agriculture, Planning & Environment Committee

AGENDA ITEM NO. 7 – Resolution Authorizing the Execution of a Commitment Letter to the Central New York Regional Planning and Development Board for the CNYNET Broadband Network Project

RESULT:	**POSTPONED [UNANIMOUS]** **Next: 11/21/2024 3:00 PM**
MOVER:	William McGovern, Committee Vice-Chair
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF HARBIN **RESOLUTION NO.**

Resolution Authorizing the Execution of a Commitment Letter to the Central New York Regional Planning and Development Board for the CNYNET Broadband Network Project

WHEREAS, the Cortland County Legislature recognizes the importance of accessible and reliable broadband service to support economic growth, educational advancement, and community development throughout Cortland County and Central New York; AND

WHEREAS, the Central New York Regional Planning and Development Board (CNYRPDB) has submitted an application to the New York State (NYS) ConnectAll Office under the Municipal Infrastructure Program - Phase 3 to support the development of broadband infrastructure, referred to as the CNYNET Broadband Network project; AND

WHEREAS, the proposed CNYNET Broadband Network project aims to construct a 325-mile open access network that will deliver essential broadband services to unserved and underserved rural communities in Cortland and Cayuga Counties; AND

WHEREAS, CNYRPDB has requested a grant of $26.1 million to support the development of this project; AND

WHEREAS, Cortland County has been requested to provide a commitment of $3 million to support its proportional allocation of financing and reserve requirements for the project; AND

WHEREAS, this $3 million commitment by Cortland County will be structured as interim construction financing and will be repaid to the County from grant funds awarded to the CNYRPDB by the NYS ConnectAll Office upon successful approval and disbursement of funds, contingent upon the review of final project plans, the State's grant award, and the formal appropriation of funds by the Cortland County Legislature; AND

WHEREAS, the Cortland County Legislature is fully supportive of this collaborative initiative to expand broadband access and foster connectivity throughout rural areas in the County; NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon review by the County Attorney or designee, is hereby authorized and directed to execute a commitment letter to the Central New York Regional Planning and Development Board to confirm Cortland County's support of the CNYNET Broadband Network project and provide a financial commitment in the amount of $3 million, as outlined in the letter; AND BE IT FURTHER

RESOLVED, that this commitment of financing is expressly subject to the review and approval of final project development plans, the NYS ConnectAll Office's Municipal Infrastructure Program (MIP) grant award and disbursement agreement, and a formal appropriation of funds by the Cortland County Legislature.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 8 – Abolish One Position of Nutrition Program Manager/RD - Create One Position of Nutrition Program Manager - Office for Aging

RESULT:	**APPROVED [UNANIMOUS]** **Next: 11/21/2024 6:00 PM**
MOVER:	Beau Harbin, Committee Member
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF VAN DEE **RESOLUTION NO.**

Abolish One Position of Nutrition Program Manager/RD - Create One Position of Nutrition Program Manager - Office for Aging

WHEREAS, the needs of the Office for Aging will be better served by abolishing one (1) full time position of Nutrition Program Manager/RD and creating one (1) full time position of Nutrition Program Manager; AND

WHEREAS, the Health and Human Services Committee recommends the abolition and creation of these positions; NOW THEREFORE BE IT

RESOLVED, that one (1) position of Nutrition Program Manager/RD (Grade 9, Management Compensation Plan, $61,842-$82,312/YR, competitive class, full time with benefits) be and hereby is abolished effective November 21, 2024 at midnight; AND BE IT FURTHER

RESOLVED, that one (1) position of Nutrition Program Manager (Grade 10, Management Compensation Plan, $57,528-$76,569, competitive class, full time with benefits) be created with permission to fill effective November 22, 2024 at 12:01 am.

Resolutions Under Finance & Administration Committee Cont.

AGENDA ITEM NO. 9 – Award Bid for Independent Audit Services and Authorize Agreement with EFPR Group, CPAs, PLLC for External Audits – Finance

RESULT:	**APPROVED [UNANIMOUS]** **Next: 11/21/2024 6:00 PM**
MOVER:	Beau Harbin, Committee Member
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Award Bid for Independent Audit Services and Authorize Agreement with EFPR Group, CPAs, PLLC for External Audits – Finance

WHEREAS, an independent financial audit is required annually per paragraph (a) of part 200.501 of title 2 of the code of federal regulations in accordance with the Single Audit Act Amendments of 1996 and Office of Management and Budget (OMB) Circular A-133, OMB Circular Compliance Supplement and Government Auditing Standards; AND

WHEREAS, New York State Department of Transportation Law, Article 2, Section 21 requires an independent audit prepared by an independent certified public accountant of state transportation assistance expended; AND

WHEREAS, New York State Office of Mental Health mandates a compliance review of the annual New York State Consolidated Fiscal Report; AND

WHEREAS, the Director of Finance, on behalf of the County Administrator, requested proposals for auditing firms to provide the above services, with options for 2027 and 2028, and qualified bids having been received and opened on October 18, 2024 as follows:

	---------Contractual Period------------			-------Optional Period----------	
	2024	**2025**	**2026**	**2027**	**2028**
EFPR Group	$61,280	$63,000	$64,900	$66,800	$68,800
Williamsville, NY	*(Additional services as needed)*		*$97 - $270 per hour*		
Total Contractual Period		**$189,180**			
Total Estimated Hours	**440**				
CliftonLarsonAllen LLP	$65,000	$66,950	$68,959	$71,027	$72,158
New York, NY	*(Additional services as needed)*		*$110 - $285 per hour*		
	Additional charge of $5,500 per program testing over two for single audit				
	Additional charge of $2,500 per program testing over one for DOT single audit				
Total Contractual Period		**$200,909**			
Total Estimated Hours	**465**				
The Bonadio Group	$70,500	$73,975	$77,400	$81,650	$81,650

Syracuse, NY *(Additional services as needed) $TBD per hour*
Total Contractual Period $221,875
Total Estimated Hours Not provided

; AND

WHEREAS, the Director of Finance has reviewed the above bids and researched each bidder's references with other County Treasurers for which similar services have been provided and found all bidders to be qualified to perform all necessary services required, and finding EFPR Group, CPAs, PLLC, 6390 Main Street, Suite 200, Williamsville, NY 14221, to be the better value; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is authorized and directed to enter into an agreement with EFPR Group, CPAs, PLLC, 6390 Main Street, Suite 200, Williamsville, NY 14221,in the amount of $189,180, to:

1. Perform the Single Audits for 2024, 2025, and 2026 (with options for 2027 and 2028 at $66,800 and $68,800, respectively) to satisfy the Single Audit Act and OMB Circular A-133, and

2. Perform the mandated review of the New York State Consolidated Fiscal Report for the Mental Health Department, and

3. Perform annual mandated audit to comply with Article 2, section 21 of the NYS Transportation Law, and

4. Said expenditure has been included in the 2025 budget divided among those departments receiving the required services to meet annual reporting requirements.

AGENDA ITEM NO. 10 – Authorize In-Kind Services for Tompkins Cortland Community College Capital Improvement Plan - County Administration

RESULT:	**APPROVED [UNANIMOUS]** **Next: 11/21/2024 6:00 PM**
MOVER:	Eugene Waldbauer, Committee Member
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Authorize In-Kind Services for Tompkins Cortland Community College Capital Improvement Plan - County Administration

WHEREAS, Tompkins Cortland Community College has proposed a Capital Improvement Plan to Tompkins County and Cortland County; AND

WHEREAS, the 2025 request for Cortland County's contribution to the Capital Improvement Plan is $142,500; AND

WHEREAS, the County Administrator recommends the use of in-kind services, provided by the Cortland County Highway Department in lieu of direct payment; AND

WHEREAS, SUNY allows for in-kind services to be provided in lieu of payment for Cortland County's contribution; AND

WHEREAS, any services provided by the Cortland County Highway Department above the $142,500 threshold will result in payment to Cortland County; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the Cortland County Highway Department to provide in-kind services to Tompkins-Cortland Community College as follows:

$47,500 for Access and Egress (water drainage, sidewalks and parking lots)
$95,000 for Deferred Maintenance

; AND BE IT FURTHER

RESOLVED, that any in-kind services above the $142,500 will result in payment to Cortland County.

Referred from Health & Human Services Committee Cont.

AGENDA ITEM NO. 11 – Amend 2024 Budget - Department of Social Services

RESULT:	**APPROVED [UNANIMOUS]** **Next: 11/21/2024 6:00 PM**
MOVER:	Eugene Waldbauer, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF VAN DEE **RESOLUTION NO.**

Amend 2024 Budget - Department of Social Services

WHEREAS, expenditures for Daycare cases, Child Care out of home placements for children, Safety Net cash assistance, and Other Compensation are continuing to increase this year and are expected to exceed the amount appropriated in our 2024 budget; NOW THEREFORE BE IT

RESOLVED, that the 2024 County Budget be and hereby is amended as follows:

INCREASE:

EXPENDITURES:

A60105.56055 Daycare current $1,600,000 INCREASE $240,000 new = $1,840,000

A60105.56119 Child Care current $6,184,635 INCREASE $150,000 new = $6,334,635

A60105.56140 Safety Net current $2,878,386 INCREASE $610,000 new = $3,488,386

A60105.51035 Other Compensation current $175,000 INCREASE $32,000 new = $207,000

REVENUES:

A601043.43655 Daycare current $1,546,578 INCREASE $240,000 new = $1,786,578

DECREASE:

EXPENDITURES:

A60105.56109 Family Assistance current $3,456,534 DECREASE $400,000 new = $3,056,534

A60105.56070 Purchase of Services current $1,279,420 DECREASE $200,000 new= $1,079,420

A60105.51005 Personal Services current $6,236,393 DECREASE $192,000 new = $6,044,393

AGENDA ITEM NO. 12 – Authorize the Use of Opioid Reserve Funds for Medical Treatment at the Cortland County Jail

RESULT:	**APPROVED [UNANIMOUS]** **Next: 11/21/2024 6:00 PM**
MOVER:	Sandra Price, Committee Member
SECONDER:	William McGovern, Committee Vice-Chair
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF VAN DEE **RESOLUTION NO.**

Authorize the Use of Opioid Reserve Funds for Medical Treatment at the Cortland County Jail

WHEREAS, Resolution Nos. 238-21, 287-21, and 211-24 authorized Cortland County to accept settlement funds from legal actions against opioid manufacturers, distributors, and chain pharmacies; AND

WHEREAS, as specified in Resolution No. 171-22, these settlement funds were directed to be placed in Special Reserve Account A386300.OPD to address the opioid crisis within Cortland County; AND

WHEREAS, all funds in the Special Reserve account A386300.OPD are to be disbursed in accordance with the guidelines set by the New York State Office of the Attorney General and require approval by the County Legislature; AND

WHEREAS, the Cortland County Sheriff is mandated to provide medical treatment and support services for inmates at the Cortland County Jail impacted by opioid use disorder, including but not limited to medication-assisted treatment, behavioral health services, and other necessary interventions to address addiction and prevent relapse; AND

WHEREAS, the use of opioid reserve funds to provide medical treatment for inmates suffering from opioid addiction aligns with the intended purpose of these funds by mitigating the impact of the opioid crisis on the community, supporting the recovery of affected individuals, and promoting public safety by reducing the likelihood of recidivism; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the use of $150,000 from Special Reserve Account A386300.OPD to support medical treatment services for inmates in the Cortland County Jail suffering from opioid addiction; AND BE IT FURTHER

RESOLVED, that the County Administrator, in consultation with the County Sheriff and other relevant departments, shall ensure that the use of these funds complies with the guidelines established by the New York State Office of the Attorney General and all applicable regulations; AND BE IT FURTHER

RESOLVED, that the 2024 budget is amended as follows:

INCREASE:

A31505.54006.OPD	Medical Supplies	$150,000
A351100	Appropriated Reserves	$150,000

; AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused funds to the subsequent year(s) budget.

Referred from Agriculture, Planning & Environment Committee Cont.

AGENDA ITEM NO. 13 – Amend Resolution No. 186-23 - Authorize Reallocation of American Rescue Plan Funding

RESULT:	**WITHDRAWN - NO FUTURE ACTION**

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Amend Resolution No. 186-23 - Authorize Reallocation of American Rescue Plan Funding

WHEREAS, Resolution No. 328-21 allocated $300,000 of the water, sewer and broadband infrastructure federal aid revenue to the Cortland County Soil and Water Conservation District to purchase material for a stream corridor management program; AND

WHEREAS, Resolution No. 186-23 authorized reallocating $22,000 per year of said funding to Account No. A87105.54815 for calendar years 2024, 2025 and 2026 to be used towards salary for an engineer in the Cortland County Soil and Water Conservation District office; AND

WHEREAS, the Cortland County Soil and Water Conservation District has not used the $22,000 allocated for 2024 towards the salary of the engineer; AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 163-24 authorizing full-time employees of the CSEA #6550-03 Correction Officer/Civilian contract of the Cortland County Sheriff’s Department who worked through the COVID-19 pandemic on a continuous basis providing 24/7 coverage at the Cortland County jail in hazardous conditions in enclosed areas without additional compensation between the dates of March 17, 2020 and December 31, 2021, and who are currently employed by the Cortland County Sheriff’s Department Corrections Division as of September 1, 2024, or who worked between the dates of March 17, 2020 and December 31, 2021 and retired previous to September 1, 2024, be paid a one-time payment of $1,500; AND

WHEREAS, the Cortland County Legislature’s Finance and Administration Committee recommends amending Resolution No. 186-23 to reallocate $22,000 of unspent American Rescue Plan, previously allocated to the Cortland County Soil and Water Conservation District office for the salary of an engineer, to offset the cost of the one-time hazard payment for full-time employees of the CSEA #6550-03 Correction Officer/Civilian contract of the Cortland County Sheriff’s Department who worked through the COVID-19 pandemic on a continuous basis providing 24/7 coverage at the Cortland County jail in hazardous conditions in enclosed areas without additional compensation between the dates of March 17, 2020 and December 31, 2021, and who are currently employed by the Cortland County Sheriff’s Department Corrections Division as of September 1, 2024, or who worked between the dates of March 17, 2020 and December 31, 2021 and retired previous to September 1, 2024, be paid a one-time payment of $1,500; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby amends Resolution No. 186-23 and authorizes the reallocation of $22,000 of unspent American Rescue Plan, previously allocated to the Cortland County Soil and Water Conservation District office for the salary of an engineer, to offset the cost of the one-time hazard payment for full-time employees of the CSEA #6550-03 Correction Officer/Civilian contract of the Cortland County Sheriff's Department who worked through the COVID-19 pandemic on a continuous basis providing 24/7 coverage at the Cortland County jail in hazardous conditions in enclosed areas without additional compensation between the dates of March 17, 2020 and December 31, 2021, and who are currently employed by the Cortland County Sheriff's Department Corrections Division as of September 1, 2024, or who worked between the dates of March 17, 2020 and December 31, 2021 and retired previous to September 1, 2024, be paid a one-time payment of $1,500; AND BE IT FURTHER

RESOLVED, that the Director of Finance be and hereby is authorized to transfer $22,000 from Account No. A87105.54815 to the appropriate account lines for the approved payments.

Resolutions With 2025 Budget Impacts

AGENDA ITEM NO. 14 – Amend Tentative 2025 Budget to Amend Legislative Budget

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 11/21/2024 6:00 PM
MOVER:	Eugene Waldbauer, Committee Member
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Amend Tentative 2025 Budget to Amend Legislative Budget

WHEREAS, the County Administrator (Budget Officer) filed the 2025 Tentative County Budget with the Clerk of the Legislature on October 7, 2024; AND

WHEREAS, a Public Hearing was held on October 24, 2024 at 6 p.m. in the Legislative Chambers; AND

WHEREAS, the Chair of the Finance and Administration recommends adjustments to the legislative budget; AND

WHEREAS, the Legislature's Finance and Administration Committee has reviewed said budget and has recommended the amendment; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the 2025 Tentative County Budget as follows:

Account	Description	Amount Inc/(Dec)
A10105.51072	Mileage	($1,500.00)
A10105.52060	Comp Equipment	($1,000.00)
A10105.54060	Legal Advertising	($500.00)
A10105.54055	Professional Services	($500.00)
A10105.54035	Ed & Training	$2,500.00
A10105.54400	Food Supplies	$500.00
A10105.54045	Travel	$500.00

	Net Change:	($0.00)

Executive Session No. 1

It was MOVED by Mr. McGovern, seconded by Mr. Waldbauer, and unanimously approved by voice vote of members present, to enter into an executive session to discuss matters leading to the employment/promotion of a particular person, with Savannah Hempstead, Rob Corpora, Melanie Vilardi, Laurie Leonard, Trisha Hiemstra, and Andrea Herzog permitted to stay in the room. MOTION CARRIED.

An executive session was held from 10:12 a.m. to 10:52 a.m., at which time on motion of Mr. McGovern, seconded by Ms. Jones, it was unanimously approved by voice vote to exit executive session.

AGENDA ITEM NO. 15 – Amend Tentative 2025 Budget - Abolish Mobility Manager/Create Planning & Strategic Programs Manager

RESULT:	**FAILED [3 TO 3]**
MOVER:	Beau Harbin, Committee Member
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Beau Harbin, Sandra Price, Eugene Waldbauer
NAYS:	Linda Jones, William McGovern, Cathy Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Amend Tentative 2025 Budget - Abolish Mobility Manager/Create Planning & Strategic Programs Manager

WHEREAS, the County Administrator (Budget Officer) filed the 2025 Tentative County Budget with the Clerk of the Legislature on October 7, 2024; AND

WHEREAS, a Public Hearing was held on October 24, 2024 at 6 p.m. in the Legislative Chambers; AND

WHEREAS, the Cortland County Legislature's Agriculture, Planning and Environment Committee Chair recommends an amendment to the 2025 Tentative County Budget to abolish the position of Mobility Manger (Grade 10 - $59,254) and create the position of Planning & Strategic Programs Manager (Grade 7 - $73,611); AND

WHEREAS, the Legislature's Finance and Administration Committee has reviewed said budget and has recommended the amendment; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the 2025 Tentative County Budget to abolish the position of Mobility Manger (Grade 10 - $59,254) and create the position of Planning & Strategic Programs Manager (Grade 7 - $73,611); AND BE IT FURTHER

RESOLVED, that the Tentative 2025 Cortland County Budget be and hereby is amended as follows:

Executive Session No. 2

It was MOVED by Mr. Harbin, seconded by Mr. McGovern, and unanimously approved by voice vote of members present, to enter into an executive session to discuss matters leading to the employment/promotion of a particular person, with Savannah Hempstead, Rob Corpora, Melanie Vilardi, Laurie Leonard, Trisha Hiemstra, and Andrea Herzog permitted to stay in the room. MOTION CARRIED.

An executive session was held from 10:53 a.m. to 11:14 a.m., at which time on motion of Ms. Jones, seconded by Mr. McGovern, it was unanimously approved by voice vote to exit executive session.

AGENDA ITEM NO. 16 – Amend Tentative 2025 Budget - Transfer Grant Administrator to County Administration

RESULT:	**APPROVED [5 TO 1]** **Next: 11/21/2024 6:00 PM**
MOVER:	Linda Jones, Committee Member
SECONDER:	William McGovern, Committee Vice-Chair
AYES:	Jones, Price, Waldbauer, McGovern, Bischoff
NAYS:	Beau Harbin
ABSENT:	Joseph Nauseef

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Amend Tentative 2025 Budget - Transfer Grant Administrator to County Administration

WHEREAS, the County Administrator (Budget Officer) filed the 2025 Tentative County Budget with the Clerk of the Legislature on October 7, 2024; AND

WHEREAS, a Public Hearing was held on October 24, 2024 at 6 p.m. in the Legislative Chambers; AND

WHEREAS, the County Administrator and Chair of the Legislature recommend that oversight of the Grant Administrator be transferred to County Administration, with the budget amended accordingly; AND

WHEREAS, the Legislature's Finance and Administration Committee has reviewed said budget and has recommended the amendment; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the 2025 Tentative County Budget as follows:

Account	Description	Amount Inc/(Dec)
A80205.51005	Personnel Services	($59,254.00)
A80205.54000	Telephone	($132.00)
A80205.54015	Maintenance Agreements	($150.00)
A80205.54045	Travel & Sustenance	($500.00)
A80205.54078	Fuel	($50.00)
A80205.58020	RETIREMENT	($8,295.56)
A80205.58030	FICA	($4,532.93)
A80205.58040	WORKERS COMP	($1,800.00)
A80205.58062	DENTAL INS	($90.24)
A80205.58065	VISION CARE BENEFITS	($19.60)
A12305.51005	Personnel Services	$59,254.00
A12305.54000	Telephone	$132.00
A12305.54015	Maintenance Agreements	$150.00

A12305.54045	Travel & Sustenance	$500.00
A12305.54078	Fuel	$50.00
A12305.58020	RETIREMENT	$8,295.56
A12305.58030	FICA	$4,532.93
A12305.58040	WORKERS COMP	$1,800.00
A12305.58062	DENTAL INS	$90.24
A12305.58065	VISION CARE BENEFITS	$19.60
	Net Change:	($0.00)

AGENDA ITEM NO. 17 – Adopt the 2025 County Budget

RESULT:	**POSTPONED [UNANIMOUS]** **Next: 11/14/2024 5:00 PM**
MOVER:	Cathy Bischoff, Committee Chair
SECONDER:	Sandra Price, Committee Member
AYES:	Harbin, Jones, Price, Waldbauer, McGovern, Bischoff
ABSENT:	Joseph Nauseef

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Adopt the 2025 County Budget

WHEREAS, the Cortland County Administrator filed the 2025 Tentative Budget with the Clerk of the Legislature for Cortland County; AND

WHEREAS, the Legislature's Finance & Administration Committee has reviewed said budget and recommends adoption as amended; AND

WHEREAS, a Public Hearing was held before this Legislature on October 24, 2024 at 6 P.M. in the Legislative Chambers; NOW THEREFORE BE IT

RESOLVED that the 2025 Cortland County tentative budget be and hereby is adopted as amended with a Real Property Tax Levy of $40,546,275 and that the amounts set forth in the "Adopted" column of said budget be and hereby are appropriated for the objects and purposes specified; AND BE IT FURTHER

RESOLVED, that the amount of spending in the 2025 Cortland County Budget is $130,513,453.59.

DISCUSSION ITEMS

1. NYS Comptroller Fiscal Stress Scores - FY 2023

RESULT:	**COMPLETED**

MONTHLY REPORTS

1. Real Property Tax Services Monthly Report

RESULT:	**COMPLETED**

2. September 2024 Finance Reports

RESULT:	**COMPLETED**

3. County Administrator Monthly Report

RESULT:	**COMPLETED**

Adjournment

The meeting was closed at 11:22 AM

Finance & Administration Committee

60 Central Ave
Cortland, NY 13045
https://www.cortlandcountyny.gov

Special Meeting

~ Minutes ~

Thursday, October 10, 2024 **1:00 PM** **Room 302**

Call to Order

The meeting was called to order at 1:02 PM by Committee Chair Cathy Bischoff

Attendee Name	Organization	Title	Status	Arrived
Beau Harbin	Cortland County, NY	Committee Member	Present	
Linda Jones	Cortland County, NY	Committee Member	Excused	
Joseph Nauseef	Cortland County, NY	Committee Member	Excused	
Sandra Price	Cortland County, NY	Committee Member	Excused	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
William McGovern	Cortland County, NY	Committee Vice-Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Chair	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Douglas Bentley	Cortland County, NY	Board Member	Present	
Jessica Leet	Cortland County, NY	Executive Assistant	Present	
Kris Valentine Behnke	Cortland County, NY	Board Member	Present	
Trisha Hiemstra	Cortland County, NY	Planning Director	Present	
Brooke Kemak	Cortland County, NY	County Clerk	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Stephen Trobert	Cortland County, NY	Manager of Audit & Financial Projects	Present	
Doug Schneider	Cortland Standard	Reporter	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Victoria J. Monty	Cortland County, NY	County Attorney	Present	

Jason DeRaiche	Cortland County, NY	Safety Director	Present	
Pearl Reed-Klein	Cortland County, NY	Director of the Area Agency on Aging	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Ellen Webb	Cortland County, NY	ILS Data Officer	Present	
Kevin Jones	Cortland County, NY	Public Defender	Present	
Lisa Knapp	Cortland County, NY	Secretary	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Nicole Anjeski	Cortland County, NY	Director of Public Health	Present	
Lisa Perfetti	Cortland County, NY	Public Health Director	Present	
Katee Padbury	Cortland County, NY	Health Department	Present	
Lisa McGee	Cortland County, NY	Health Department	Present	
Paul Heider	Cortland County, NY	Board Member	Present	
Laura Fox	Cortland County, NY	Real Property Tax Services	Remote	
Nicole Compton	Cortland County, NY	Paralegal	Remote	
Ashley Millard	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Kim Cameron	Cortland County, NY	Planning Board Member	Remote	

Discussion Items

1. Review Tentative 2025 Cortland County Budget

RESULT: COMPLETED

Adjournment

The meeting was closed at 3:01 PM

Finance & Administration Committee

60 Central Ave
Cortland, NY 13045
https://www.cortlandcountyny.gov

Committee Meeting

~ Minutes ~

Tuesday, October 15, 2024 | **8:30 AM** | **Room 302**

CALL TO ORDER

The meeting was called to order at 8:30 AM by Committee Chair Cathy Bischoff

Attendee Name	Organization	Title	Status	Arrived
Beau Harbin	Cortland County, NY	Committee Member	Present	
Linda Jones	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Present	
Sandra Price	Cortland County, NY	Committee Member	Absent	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
William McGovern	Cortland County, NY	Committee Vice-Chair	Late	8:37 AM
Cathy Bischoff	Cortland County, NY	Committee Chair	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Laura Fox	Cortland County, NY	Real Property Tax Services	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Morgan Spaulding	Cortland County, NY	Grants Administrator	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Allen Pankhurst	Cortland County, NY	Superintendent of Buildings and Grounds	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Joyce Quarella	Cortland County, NY	Secretary to the Sheriff	Present	
Chad Burhans	Cortland County, NY	Undersheriff	Present	
Reed Cleland	Cortland County, NY	Board Member	Present	
Charles Sudbrink	Cortland County, NY	Superintendent of Highways	Present	
Jack Hess	Cortland County,	Director of Information Technology	Present	

	NY			
Doug Schneider	Cortland Standard	Reporter	Present	
Ashley Millard	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Nicole Anjeski	Cortland County, NY	Director of Public Health	Remote	
Patricia Schaap	Cortland County, NY	Director of Community Services	Remote	
Lisa Perfetti	Cortland County, NY	Public Health Director	Remote	
Lisa McGee	Cortland County, NY	Health Department Fiscal Manager	Remote	
Carlita Withers	Cortland County, NY	Deputy Director of Finance	Remote	
Nicole Compton	Cortland County, NY	Paralegal	Remote	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Remote	
Becky Pecka	Cortland County, NY	Mental Health Senior Account Clerk	Remote	

MINUTES

1. Finance & Administration Committee - Committee Meeting - Sep 17, 2024 9:00 AM

RESULT: **APPROVED**

RESOLUTIONS

AGENDA ITEM NO. 1 – Local Law "G" of 2024 - a Local Law Overriding Tax Levy Limit for Fiscal Year 2025

RESULT:	**APPROVED [4 TO 1]**
	Next: 10/24/2024 6:00 PM
MOVER:	Eugene Waldbauer, Committee Member
SECONDER:	Beau Harbin, Committee Member
AYES:	Beau Harbin, Joseph Nauseef, Eugene Waldbauer, Cathy Bischoff
NAYS:	Linda Jones
ABSENT:	Sandra Price, William McGovern

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Local Law "G" of 2024 - a Local Law Overriding Tax Levy Limit for Fiscal Year 2025

WHEREAS, the New York State Legislature enacted General Municipal Law §3-c which establishes a limit upon real property tax levies by local governments, AND

WHEREAS, pursuant to General Municipal Law §3-c (5), a local government may adopt a budget in excess of the tax levy limit only if the governing body of such local government first enacts a local law to override the tax levy limit for the coming fiscal year only, AND

WHEREAS, the Cortland County Legislature has not yet finalized the fiscal year 2025 budget, and may need the flexibility to exceed the property tax cap if it is deemed necessary;

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

Section 1
Legislative Intent

The Cortland County Legislature has determined that it is important to maintain flexibility in the process of finalizing the fiscal year 2025 budget, and it may be necessary to override the limit on the amount of real property taxes that may be levied by the County of Cortland for the coming fiscal year 2025.

Section 2
Override of Tax Levy Limit

Upon the adoption of this local law, the Cortland County Legislature is hereby authorized to override the tax levy limit for the coming fiscal year 2025, if the Legislature deems it necessary for the County of Cortland to adopt a budget for the fiscal year 2025 which may require a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c.

Section 3
Legal Authority

The authority to override the tax levy limit is authorized by General Municipal Law §3-c (5), which expressly authorizes a local government to override the tax levy limit for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of the total voting power of its governing body, the Cortland County Legislature.

Section 4
Effective Date

This Local Law shall take effect immediately, in accordance with the provision of the Municipal Home Rule Law of the State of New York.

AGENDA ITEM NO. 2 – Authorize the Allocation of Funding to Tompkins Cortland Community College Facilities Master Plan

RESULT:	**APPROVED [4 TO 2]** **Next: 10/24/2024 6:00 PM**
MOVER:	Eugene Waldbauer, Committee Member
SECONDER:	Joseph Nauseef, Committee Member
AYES:	Beau Harbin, Eugene Waldbauer, William McGovern, Cathy Bischoff
NAYS:	Linda Jones, Joseph Nauseef
ABSENT:	Sandra Price

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Authorize the Allocation of Funding to Tompkins Cortland Community College Facilities Master Plan

WHEREAS, Tompkins Cortland Community College requires the development of a Facilities Master Plan to assess and guide future infrastructure needs; AND

WHEREAS, a professional assessment is necessary to evaluate the current and future facilities requirements of Tompkins Cortland Community College to effectively create this plan; AND

WHEREAS, Cortland County is a sponsor county for Tompkins Cortland Community College; AND

WHEREAS, the total cost of the assessment is $56,852, with the sponsor counties' share being $28,426, of which Cortland County's portion is $10,801.88; AND

WHEREAS, it is the recommendation of the Cortland County Legislature's Finance and Administration Committee to allocate $10,801.88 to Tompkins Cortland Community College to fund a professional assessment of the facilities for the Facilities Master Plan; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature be and hereby authorizes the allocation of $10,801.88 to Tompkins Cortland Community College to fund a professional assessment of its facilities as part of the Facilities Master Plan development; AND BE IT FURTHER

RESOLVED, that the Director of Finance is hereby directed to amend the 2024 budget as follows:

INCREASE:

A24955.54780	Sponsor Contributions	$10,801.88
A359900	Appropriated Fund Balance	$10,801.88

AGENDA ITEM NO. 3 – Resolution of the Cortland County Legislature Supporting the Right of Tompkins Cortland Community College to Maintain Local Control Over Operating Decisions

RESULT:	**POSTPONED [5 TO 1]** **Next: 11/12/2024 9:00 AM**
MOVER:	Cathy Bischoff, Committee Chair
SECONDER:	Beau Harbin, Committee Member
AYES:	Harbin, Nauseef, Waldbauer, McGovern, Bischoff
NAYS:	Linda Jones
ABSENT:	Sandra Price

ON MOTION OF BISCHOFF **RESOLUTION NO.**

Resolution of the Cortland County Legislature Supporting the Right of Tompkins Cortland Community College to Maintain Local Control Over Operating Decisions

WHEREAS, Tompkins Cortland Community College (TC3) has served the educational needs of Tompkins and Cortland Counties with distinction since its founding, providing vital opportunities for students in our region to pursue higher education and career training; AND

WHEREAS, TC3, as a locally governed institution within the State University of New York (SUNY) system, has traditionally exercised autonomy in making essential operating decisions, including but not limited to the selection and appointment of the college president, performance reviews, contract negotiations, and other governance matters vital to its local mission; AND

WHEREAS, the ability of TC3's Board of Trustees and local leadership to make decisions based on the unique needs and priorities of the communities it serves is integral to the continued success and responsiveness of the college; AND

WHEREAS, recent actions by the SUNY Chancellor and SUNY System Administration suggest an overreach into local decision-making authority, threatening the autonomy of TC3 and similar institutions, particularly in the areas of presidential appointments, performance evaluations, and contract negotiations, among others; AND

WHEREAS, the Cortland County Legislature recognizes that local control of educational institutions is essential to maintaining accountability, responsiveness to community needs, and the preservation of quality educational opportunities; AND

WHEREAS, the Legislature is deeply concerned that any centralized overreach by the SUNY Chancellor would diminish the ability of local community colleges like TC3 to operate in a manner that best serves their students, faculty, and communities; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature unequivocally supports the right of Tompkins Cortland Community College to continue making all local operating decisions, including but not limited to the appointment of its president, performance reviews of college leadership, contract negotiations with faculty and staff, and other governance matters critical to its mission; AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature calls on the SUNY Chancellor and SUNY System Administration to respect the authority and autonomy of TC3's local Board of Trustees in managing the college's affairs without undue interference; AND BE IT FURTHER

RESOLVED, that a copy of this resolution be transmitted to the SUNY Chancellor, the Board of Trustees of Tompkins Cortland Community College, the New York State Governor, and other relevant state officials as a demonstration of the Cortland County Legislature's support for the continued local control of TC3.

Referred from Building & Grounds Committee

AGENDA ITEM NO. 4 – Authorize Agreement with NRG Energy, Inc. for Natural Gas

RESULT:	**APPROVED [UNANIMOUS]** **Next: 10/24/2024 6:00 PM**
MOVER:	Joseph Nauseef, Committee Member
SECONDER:	Eugene Waldbauer, Committee Member
AYES:	Harbin, Jones, Nauseef, Waldbauer, McGovern, Bischoff
ABSENT:	Sandra Price

ON MOTION OF HEIDER **RESOLUTION NO.**

Authorize Agreement with NRG Energy, Inc. for Natural Gas

WHEREAS, Resolution No. 44-11 authorized the Municipal Electric and Gas Alliance (MEGA) to represent Cortland County in a bid for natural gas; AND

WHEREAS, MEGA, in conjunction with Genesee County, NY, issued invitations to bid; AND

WHEREAS, MEGA's consulting firm, Energy Next, evaluated the bids on behalf of alliance members, including Cortland County; AND

WHEREAS, upon careful review and analysis MEGA determined that NRG Energy, Inc., of 910 Louisiana St Houston, TX 77002, was the lowest responsible bidder and entered into a program agreement with NRG Energy, Inc.; AND

WHEREAS, based on the NRG Energy, Inc. agreement with MEGA, the Cortland County Buildings and Grounds and Finance and Administration Committees have recommended selecting NRG Energy, Inc.'s price protection program, which will provide the County with natural gas at a fixed rate of $-.-- per decatherm for 36 months commencing on November 1, 2024 and ending October 31, 2027, with the option of extensions; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator, upon the approval of the County Attorney or designee, to enter into an agreement with NRG Energy, Inc., of 910 Louisiana St Houston, TX 77002, for natural gas; AND BE IT FURTHER

RESOLVED, that said agreement with NRG Energy, Inc. shall be for all County properties.

Referred from Highway Committee

Referred from Government Operations Committee

Referred from Judiciary & Public Safety Committee

Referred from Ag/Planning/Environmental Committee

Referred from Health & Human Services

AGENDA ITEM NO. 5 – Authorizing and Approving Settlement Agreements to an Action Relating to the Opioid Crisis

RESULT:	**APPROVED [UNANIMOUS]** **Next: 10/24/2024 6:00 PM**
MOVER:	William McGovern, Committee Vice-Chair
SECONDER:	Joseph Nauseef, Committee Member
AYES:	Harbin, Jones, Nauseef, Waldbauer, McGovern, Bischoff
ABSENT:	Sandra Price

ON MOTION OF VAN DEE **RESOLUTION NO.**

Authorizing and Approving Settlement Agreements to an Action Relating to the Opioid Crisis

WHEREAS, there is pending the matter on behalf of Cortland County regarding the opioid addiction crisis, in which Cortland County is the named plaintiff in the action (the ”Action”); AND

WHEREAS, the Action is against several defendants, including manufacturers of opioids, distributors of opioids and chain pharmacies; AND

WHEREAS, after discussion the Cortland County Legislature authorized the County Attorney to accept confidential settlements for in relation to two (2) such defendants in the ongoing matter; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the Chairman of the Legislature to accept said settlements and execute Participation and Release Forms for each defendant; AND BE IT FURTHER

RESOLVED, that all funds received from the settlement be set aside into a special reserve account for the sole purpose of addressing the opioid epidemic in Cortland County.

Monthly Reports

1. Real Property Tax Services Monthly Report

RESULT:	**COMPLETED**

2. Finance Department Monthly Reports

RESULT:	**COMPLETED**

3. County Administrator Monthly Report

RESULT:	**COMPLETED**

Discussion Items

1. Review Tentative 2025 Cortland County Budget

RESULT:	**COMPLETED**

Adjournment

The meeting was closed at 11:06 AM

Finance & Administration Committee

60 Central Ave
Cortland, NY 13045
https://www.cortlandcountyny.gov

Special Meeting

~ Minutes ~

Tuesday, November 5, 2024 | 12:00 PM | Room 302

Call to Order

The meeting was called to order at 12:00 PM by Committee Chair Cathy Bischoff

Attendee Name	Organization	Title	Status	Arrived
Beau Harbin	Cortland County, NY	Committee Member	Present	
Linda Jones	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Member	Present	
Sandra Price	Cortland County, NY	Committee Member	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
William McGovern	Cortland County, NY	Committee Vice-Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Chair	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Morgan Spaulding	Cortland County, NY	Grants Administrator	Present	
Paul Heider	Cortland County, NY	Board Member	Present	
Kris Valentine Behnke	Cortland County, NY	Board Member	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Patrick Clune	Village of Homer	Deputy Mayor	Present	
Ashley Millard	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Victoria J. Monty	Cortland County, NY	County Attorney	Remote	
Carlita Withers	Cortland County, NY	Deputy Director of Finance	Remote	
Jessica Leet	Cortland County, NY	Planning Executive Assistant	Remote	

Discussion Items

1. Discuss Possible Changes to the 2025 Cortland County Tentative Budget

RESULT:	**COMPLETED**

Adjournment

The meeting was closed at 12:57 PM

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: H4RVT4BA9GW3	INITIAL CONTRACT PERIOD: FROM TO FUNDING AMOUNT FOR INITIAL PERIOD: $0.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ____________________
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Robert Corpora , Director Date:	
ATTORNEY GENERAL'S SIGNATURE ____________________ Title: ____________________ Date: ____________________	COMPTROLLER'S SIGNATURE ____________________ Title: ____________________ Date: ____________________

Award Contract

Project No.	Grantee Name	
EM24-1008-D00	Cortland County	10/31/2024

Award Contract

Project No.	**Grantee Name**	
EM24-1008-D00	Cortland County	10/31/2024

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appro¬priated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at indepen¬dently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where

statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract awarc will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the

State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012 Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Ver June 2023

Certified by - on

Award Contract

Project No.	**Grantee Name**	
EM24-1008-D00	Cortland County	10/31/2024

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The State of New York Contract for grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement", is hereby made by and between the State of New York acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ("Contractor" or "Subrecipient") identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts [1]

2. Appendix A-1

3. Modifications to the Face Page

4. Modifications to Appendices B, C and D

5. The Face Page

6. Appendices B, C and D

7. Other attachments, including, but not limited to, the request for proposal or program application

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract Period shall not exceed the amount specified as "Funding Amount for the Initial Period" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted :

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; and/or

e. by e-mail.

Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Law: All of the specific federal requirements that are applicable to the Contract are identified in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part, with federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section IV shall supersede all other provisions of the Contract where required.

N. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c. Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(3) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship

between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Federal Funds: For records and audit provisions governing Federal funds, please see Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity

supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005,Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to State Entity.

I. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

a.) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

b.) any debts owed for UI contributions, interest, and/or penalties;

c.) the history and results of any audit or investigation; and

d.) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain incompliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing ,in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section III(M)7 of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ("MWBE") participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

N. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

3. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

4. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

5. Additionally, Contractor must adhere to their own procurement policies and procedures and, at a minimum, the following guidelines when making all procurements. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and, for Federally-funded awards, contractor must comply with 2 CFR §200.320(c).

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(N)(5)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equa price, then such purchase may be made.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

IV. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at https://www.gao.gov/topics/auditing-and-financial-management, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. A

Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies.

In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in · which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees ·and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and repo1ts required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees —

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland "Anti-Kickback" Act (Applicable to contracts for construction work greater than $2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than $100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of $150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than $25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than $100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. § 1352 (as amended)

Contractors that apply or bid for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over $10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --
i. Competitively within a time frame providing for compliance with the Agreement performance schedule
ii. Meeting agreement performance requirements; or
iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement- guideline-cpg-program.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of ar executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonFederal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

NN. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

OO. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

PP. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1)all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2)all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3)all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a)When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1)applying the domestic content procurement preference would be inconsistent with the public interest;

(2)the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3)the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.fema.gov/grants/policy-guidance/buy-america

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

ENDNOTES:

[1] To the extent that section IV- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section IV shall supersede all other provisions of the Contract.

VER 08/2024

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Award Contract

Project No. EM24-1008-D00

Grantee Name Cortland County

10/31/2024

Budget Summary by Participant

Cortland County - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs to Support Authorized Emergency Management Activities	1	$42,956.00	$42,956.00	$21,478.00	$21,478.00
	Total			$42,956.00	$21,478.00	$21,478.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$42,956.00	$21,478.00	$21,478.00

Cortland County Department of Emergency Response & Communications

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$42,956.00	$21,478.00	$21,478.00

Award Contract

Project No.	**Grantee Name**	
EM24-1008-D00	Cortland County	10/31/2024

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

A. General Terms and Conditions

1. In full consideration of contract performance, DHSES agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page. All payments shall be in accordance with the budget contained in the applicable Appendix B (Budget), which is attached hereto.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90)

calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payment and Claiming Requirements

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Quarterly Reimbursement Schedule below.

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

5. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement. The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted via e-mail to DHSESGPAFiscal@dhses.ny.gov:

6. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

7. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

8. All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

9. DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

10. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will results in the rejection of associated vouchers.

11. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section IV, Paragraph Q, must be available at the conclusion of the contract period and submitted to DHSES upon request.

12. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

C. Refunds

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of this contract there remain any unexpended balance of the monies advanced under the contract in the possession of the Contractor, the Contractor shall make a payment within thirty (30) calendar days of the end or termination of the Contract. In the event that the Contractors fails to refund such balance the State may pursue all available remedies. The Contractor must also refund interest earned over $500 on federal funds advanced pursuant to 2 CFR Part 200, §200.305(b)(9). Remit the check along with the final fiscal cost report within 30 days of the end or termination of the contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12226

D. Progress Reporting Requirements

Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, and such reporting shall be made online as directed by the State Agency.

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, program progress reports to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program. Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Final Report
The Contractor will submit the final report no later than 30 days after the end of the contract period. The final report, or where applicable interim progress report, will summarize the project's achievements as well as describe activities for that quarter.

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Award Contract

Project No.	Grantee Name	
EM24-1008-D00	Cortland County	10/31/2024

Work Plan

Goal

To assist local governments in preparing for all hazards.

Objective #1

G & T Workplan Code - 24. Develop/enhance homeland security/emergency management organization and structure.

Investment Justification - Emergency Management Performance Grant

NYS Critical Capability
Primary - Emergency Operations Center Management

The sustainment and/or enhancement of emergency management capabilities.

Task #1 for Objective #1

Conduct assessment to identify training needs related to emergency management capabilities. Provide authorized training to appropriate personnel. EMPG funded personnel complete required NIMS and Professional Development Series training courses.

#	Performance Measure
1	Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Complete and attach Training Data report quarterly in E-Grants. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #2 for Objective #1

Develop an implementation plan for FEMA's National Qualification System (NQS). Submit completed plan to NYS DHSES no later than December 31, 2024.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed. Implementation plans submitted to NYS DHSES.

Task #3 for Objective #1

Conduct allowable planning activities to enhance emergency management capabilities.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #4 for Objective #1

Conduct organizational activities to support all-hazards emergency management operations.

#	Performance Measure
1	Organizational activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced emergency management operations in the jurisdiction.

Award Contract

Project No.	Grantee Name	
EM24-1008-D00	Cortland County	10/31/2024

Special Conditions

Scott Roman

From:	Info, Grant (DHSES) <Grant.Info@dhses.ny.gov>
Sent:	Tuesday, May 28, 2024 10:39 AM
To:	Kevin Fitch
Cc:	Scott Roman; Zmiyarch, Joseph (DHSES)
Subject:	FY2024 Emergency Management Performance Grant (EMPG) Program: Allocation Notification and Application Materials - Cortland County
Attachments:	FY2024 EMPG Local Guidance.pdf; FY2024 Local EMPG Application Worksheet.xlsx; FEMA_NQS-sample-implemetation-plan.pptx; FY2024 EMPG Attestation Document.docx

Dear Emergency Management Stakeholder,

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) recently released the FY2024 Notice of Funding Opportunity for the Emergency Management Performance Grant (EMPG) Program. We are pleased to inform you that Cortland County has received an allocation amount of $21,478 under the FY2024 EMPG Program.

Please find attached the FY2024 EMPG Program Guidance, FY2024 Local EMPG Application Worksheet, and FY2024 EMPG Attestation Document for the mandatory training. Your application for the FY2024 EMPG program is due to DHSES by 5:00 p.m. **June 11, 2024**. Please send your completed application to Grant.Info@dhses.ny.gov. DHSES will issue formal award letters once we have completed our application to FEMA and final funding determinations have been made.

Thank you in advance for your assistance.

Sincerely,

Eric Abramson
Director of Grants Program Administration

NYS Division of Homeland Security & Emergency Services
Grants Program Administration
1220 Washington Avenue, State Campus Building 7a, Albany, NY 12226
(518) 402-2123 | Eric.Abramson@dhses.ny.gov
www.dhses.ny.gov

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C190394 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: WM2024 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM24190394
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: H4RVT4BA9GW3	INITIAL CONTRACT PERIOD: FROM 09/01/2024 TO 08/31/2027 FUNDING AMOUNT FOR INITIAL PERIOD: $51,215.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts X APPENDIX A1 Agency-specific Clauses X APPENDIX B Budget X APPENDIX C Payment and Reporting Schedule X APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ____________

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services
BY: Eric Abramson , Director of Grants Program Administration Date: 10/25/2024
State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".
GRANTEE:
BY: Robert Corpora , Director Date: 10/24/2024

ATTORNEY GENERAL'S SIGNATURE ______________________ Title: ______________________ Date: ______________________	COMPTROLLER'S SIGNATURE ______________________ Title: ______________________ Date: ______________________

Award Contract **SHSP**

Project No.	Grantee Name	
SH24-1002-D00	Cortland County	10/31/2024

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH24-1002-D00	Cortland County	10/31/2024

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH24-1002-D00	Cortland County	10/31/2024

Award Contract **SHSP**

Project No. SH24-1002-D00

Grantee Name Cortland County

10/31/2024

Budget Summary by Participant

Cortland County - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Geographic Information Systems Software	04AP-03-GISS	1	$6,000.00	$6,000.00	$6,000.00	$0.00
2	Interoperable Communications Equipment and Related Items (portable radios, etc.)	06CP-01-PORT	1	$17,215.00	$17,215.00	$17,215.00	$0.00
	Total				$23,215.00	$23,215.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Maintenance Fees for Mobile Data Terminals	1	$28,000.00	$28,000.00	$28,000.00	$0.00
	Total			$28,000.00	$28,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$51,215.00	$51,215.00	$0.00

Cortland County Department of Emergency Response & Communications

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$51,215.00	$51,215.00	$0.00

Award Contract

SHSP

Project No.	**Grantee Name**	
SH24-1002-D00	Cortland County	10/31/2024

Award Contract **SHSP**

Project No.	Grantee Name	
SH24-1002-D00	Cortland County	10/31/2024

Work Plan

Goal

Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters.

Objective #1

G & T Workplan Code - 01. Establish/enhance a terrorism intelligence/early warning system, center, or task force.

Investment Justification - Enhancing Information and Intelligence Sharing and Analysis

NYS Critical Capability
Primary - Law Enforcement Counter-Terrorism Operations

Adopt and implement law enforcement information technology systems that build law enforcement counter-terrorism capabilities.

Task #1 for Objective #1

Provide maintenance on mobile data terminals.

#	Performance Measure
1	Maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the law enforcement and counter terrorism capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 28. Develop/enhance state and local geospatial data system/Geographic Information System.

Investment Justification - Enhance the Protection of Soft Targets/Crowded Places

NYS Critical Capability
Primary - Critical Infrastructure/Key Resources Protection

Leverage the use of technological platforms and database applications, such as GIS and modeling software, to support CIKR analysis.

Task #1 for Objective #2

Purchase allowable information technology equipment (global information system software.). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced critical infrastructure protection capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Objective #3

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Advance Public Safety Interoperable and Emergency Communications

NYS Critical Capability

Primary - Interoperable and Emergency Communications

The development, sustainment and/or enhancement of interoperable communications systems.

Task #1 for Objective #3

Purchase allowable interoperable communications equipment (portable radios, etc.). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, and include deployment plans as appropriate.

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH24-1002-D00	Cortland County	10/31/2024

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appro¬priated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified

and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at indepen¬dently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where

statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012 Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Ver June 2023

Certified by - Robert Corpora on 10/24/2024

Award Contract **SHSP**

Project No.	Grantee Name	
SH24-1002-D00	Cortland County	10/31/2024

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The State of New York Contract for grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement", is hereby made by and between the State of New York acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ("Contractor" or "Subrecipient") identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts [1]

2. Appendix A-1

3. Modifications to the Face Page

4. Modifications to Appendices B, C and D

5. The Face Page

6. Appendices B, C and D

7. Other attachments, including, but not limited to, the request for proposal or program application

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract Period shall not exceed the amount specified as "Funding Amount for the Initial Period" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted :

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; and/or

e. by e-mail.

Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Law: All of the specific federal requirements that are applicable to the Contract are identified in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part, with federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section IV shall supersede all other provisions of the Contract where required.

N. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c. Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(3) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the

Contract:

a. For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Federal Funds: For records and audit provisions governing Federal funds, please see Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005,Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to State Entity.

I. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

a.) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

b.) any debts owed for UI contributions, interest, and/or penalties;

c.) the history and results of any audit or investigation; and

d.) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain incompliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing ,in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section III(M)7 of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ("MWBE") participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

N. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

3. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

4. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

5. Additionally, Contractor must adhere to their own procurement policies and procedures and, at a minimum, the following guidelines when making all procurements. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and, for Federally-funded awards, contractor must comply with 2 CFR §200.320(c).

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(N)(5)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

IV. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at https://www.gao.gov/topics/auditing-and-financial-management, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a

separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies.

In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in · which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees ·and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and repo1ts required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees —

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland "Anti-Kickback" Act (Applicable to contracts for construction work greater than $2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than $100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or

mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of $150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than $25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than $100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. § 1352 (as amended)

Contractors that apply or bid for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over $10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --
i. Competitively within a time frame providing for compliance with the Agreement performance schedule
ii. Meeting agreement performance requirements; or
iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement- guideline-cpg-program.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonFederal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

NN. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

OO. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

PP. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1)all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2)all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3)all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a)When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1)applying the domestic content procurement preference would be inconsistent with the public interest;

(2)the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3)the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.fema.gov/grants/policy-guidance/buy-america

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

ENDNOTES:

[1] To the extent that section IV- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section IV shall supersede all other provisions of the Contract.

VER 08/2024

Certified by - Robert Corpora on 10/24/2024

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH24-1002-D00	Cortland County	10/31/2024

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

A. General Terms and Conditions

1. In full consideration of contract performance, DHSES agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page. All payments shall be in accordance with the budget contained in the applicable Appendix B (Budget), which is attached hereto.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payment and Claiming Requirements

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Quarterly Reimbursement Schedule below.

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

5. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement. The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted via e-mail to DHSESGPAFiscal@dhses.ny.gov:

6. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the

funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

7. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

8. All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

9. DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

10. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will results in the rejection of associated vouchers.

11. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section IV, Paragraph Q, must be available at the conclusion of the contract period and submitted to DHSES upon request.

12. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

C. Refunds

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of this contract there remain any unexpended balance of the monies advanced under the contract in the possession of the Contractor, the Contractor shall make a payment within thirty (30) calendar days of the end or termination of the Contract. In the event that the Contractors fails to refund such balance the State may pursue all available remedies. The Contractor must also refund interest earned over $500 on federal funds advanced pursuant to 2 CFR Part 200, §200.305(b)(9). Remit the check along with the final fiscal cost report within 30 days of the end or termination of the contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12226

D. Progress Reporting Requirements

Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, and such reporting shall be made online as directed by the State Agency.

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, program progress reports to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program. Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Final Report
The Contractor will submit the final report no later than 30 days after the end of the contract period. The final report, or where applicable interim progress report, will summarize the project's achievements as well as describe activities for that quarter.

VER 08/2024

Certified by - Robert Corpora on 10/24/2024

Award Contract **SHSP**

Project No.	**Grantee Name**	
SH24-1002-D00	Cortland County	10/31/2024

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at https://www.fema.gov/grants.

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2022-2025 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at https://www.dhses.ny.gov/new-york-states-homeland-security-strategy.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.fema.gov/grants/tools/authorized-equipment-list).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions

on technical standards that ensure and enhance interoperable communications.

4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115 232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

5. Recipients and subrecipients of FEMA federal financial assistance must comply with the requirements for purchases of controlled equipment as outlined in FEMA Policy 207-22-0002: https://www.fema.gov/sites/default/files/documents/fema_policy-prohibited-controlled-equipment-fema-awards.pdf

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non compliance finding. For your convenience, the screening form is available at: https://www.dhses.ny.gov/environmental-planning-and-historic-preservation-ehp.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. Threat Assessment Management (TAM) Training and Plan Requirement

In recognition of the evolving threat environment to include the growing trend of domestic violent extremism, DHSES is developing and implementing a program on prevention frameworks as it relates to the threat of domestic terrorism and targeted violence prevention. One of the core prevention strategies that is currently being deployed is the creation of county-level Threat Assessment Management (TAM) teams. Under the FY2024 SHSP/SLETPP guidance, subrecipients will be required to attend DHSES-sponsored event(s) as a condition of funding.

J. National Priorities

The FY2024 HSGP Notice of Funding Opportunity (NOFO) identified six priority areas: Enhancing Cybersecurity, Enhancing the Protection of Soft Targets/Crowded Places, Enhancing Information and Intelligence Sharing and Analysis, Combating Domestic Violent Extremism, Enhancing Community Preparedness and Resilience, and Enhancing Election Security. A minimum of 30% of the jurisdiction’s overall award for the State Homeland Security Program (SHSP) must be allocated to the priority areas.

Personnel Change Justification Form

Requested Change: ☑ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Nutrition Program Manager Abolish Nutrition Program Manager / RD

Bargaining Unit: Managememt

Purpose and Background:

The purpose and background of the Nutrition Program Manager void of the Registered Dietitian requirement is to reduce the agency budget while continuing to meet New York State Office for Aging's mandates. When the current position became vacant, the opportunity to revise the agency budget towards reduced spending became available.

Fiscal Impact: ☑ County Funded 30 % ☑ Grant Funded 70 (state) % Grant Exp. Date ____________

Current Grade/Salary of Position: Grade 9 Salary Range $ 61,843-82,313

Requested Grade/Salary of Position: Grade 10 Salary Range $ 57,528-76,570

Annual Increase: $ Decrease County Share: $ ________ # of Positions Affected: 1

Goals:

The Nutrition Program Manager position is responsible for the day to day operation and administrative functions of the nutrition services component of the OFA. The position supervises the Nutrition unit staff (including kitchen staff, Age Well Center staff, home delivered meal staff and drivers), assists in coordinating fundraising events, writes grants, and ensures the program adheres to program instructions and federal, state and local regulations including proper food safety procedures.

Operational Impact:

The operational impact of the position of Nutrition Program Manager of Cortland County Office for Aging will decrease the current operating budget at present by $24,785. The previous position contained the Registered Dietitian (RD) requirement , the updated position of RD will be satisfied with the Association on Aging in New York. The New York State Office for Aging has approved the personnel revision via the 2024-2028 4 Year Plan.

Requested By: Regina Reed-Klein PhD 10/31/24

Signature of Requesting Department Head Date

Personnel Officer Approval 10/31/24

Signature of Personnel Officer Date

County Administrator Budget Impact Statement:

County Administrator Approval 10/31/2024

Signature of County Administrator Date

Statutory Committee Approval ____________ ____________

Signature of Committee Chair after Committee Vote Date

Jurisdiction: Cortland County
Jurisdictional Class: Competitive
Adopted: 1/1/2024
Amended: 10/30/2024

NUTRITION PROGRAM MANAGER

DISTINGUISHING FEATURES OF THE CLASS:

The work involves responsibility for planning, organizing, directing, coordinating, and evaluating the Cortland County Office for Aging's Nutrition Program, including congregate and home delivered meals, food distribution, Age Well Center and transportation program. The incumbent is responsible for ensuring that food service meets established standards including health and sanitary regulations and ensure Nutritional Education is being provided. The work is performed under direction of the Director in accordance with established policies and objectives with the exercise of independent judgment in carrying out the details of the work. Supervision of all kitchen staff, Home Delivered Meals and Age Well Center staff, drivers and per diem staff. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assists the Director in overseeing all phases of the nutrition program including but not limited to planning and preparation of nutritious meals and supportive services;
Assists the Director in and/or has responsibility for budget, finance and personnel, and ensures compliance with County, State and Federal regulations;
Provides supervision and all related reporting and documentation needs for all kitchen staff, AWC staff, HDM drivers, AWC bus drivers;
Works in conjunction and communication of Registered Dietitian; Registered Dietitian and Senior Cook to develop menus with Nutrition Program Managers oversight;
Reviews, trains and approves all orders for kitchen EMP and AWC prior to sending to fiscal;
Develops nutrition and education programs compliant with NYSOFA and agency RD requirements, conducts nutrition assessments and participates in case management meetings as appropriate;
Implements Nutrition program monthly menus and completes menu tasks and production in conjunction as created and approved by Registered Dietitian;
Establishes effective budgetary management and cost controls;
Assesses the adequacy of existing facilities and equipment for food preparation and service for older adults;
Maintains and analyzes detailed records and reports as guides in purchasing and responsible for the purchasing of food, equipment, and supplies;
Provides training to kitchen staff, drivers, AWC staff, provides NEO and pertinent mandated trainings and education per agency Director;
Monitor AWC meal production for quality & effectiveness;
Provides public information and education efforts including preparation of news releases, emergency notifications as directed, establishing contacts with media, attending meetings, speaking to groups and generally interpreting the role of the nutrition services component to the public;
Assists with agency fundraisers and events with relation to Nutrition Program involvement;
Prepares program and budgetary reports and other reports as requested by the Director, Cortland County Office for Aging and required by New York State Office for the Aging;
Develops agreements and contracts where applicable;

Monitors and coordinates agency Home Delivered Meal Program and agency food pantry operations;
Performs periodic inspections to ensure compliance with Sanitary/Safety regulations;
Develops Nutrition Program policies and procedures under guidance of agency Director;
Contact person for LASS sites, reviews/approves accounting reports prior to sending to fiscal;
Fill in when Nutrition staff is out where needed or as directed by agency Director;
Provides food counts; acts as back up EMP cashier when program volunteers/staff are not available;
Develops Home Delivered Meals/Nutrition Program referral tracking process;
Follows up with all program needs, activities, staffing issues in a timely and appropriate manner;
Completes NYSOFA 4 Year Plan Nutrition Program reporting and Nutrition Program Monitoring as directed
Other duties as requested by Director.

<u>FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:</u>

Thorough knowledge of quantity food preparation and service techniques particularly as they relate to food service for senior citizens;
Thorough knowledge of food safety regulations, precautions, and operations;
Good knowledge of eating habits, nutritional needs and food interests of senior citizens;
Working knowledge of kitchen equipment in the areas of purchasing and maintenance;
Working knowledge of community agencies, facilities, and services that may be utilized to help the senior citizens;
Working knowledge of public relations techniques;
Ability to formulate a local government needs assessment for Nutrition Program;
Ability to plan and supervise the work of others;
Ability to communicate effectively both orally and in writing;
Ability to establish and maintain effective working relationships with others;
Ability to deal effectively with the public;
Physical condition commensurate with the demands of the position.

<u>MINIMUM QUALIFICATIONS: Either:</u>

(a) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Bachelor’s degree or higher in foods and nutrition, food service or nutritional management and three (3) years of experience in administering a nutrition program or quantity food services, two (2) years of which must have been in a supervisory capacity; OR
(b) Graduation from a regionally accredited college or university or one accredited by the New York State Board of regents to grant degrees with an Associate’s degree or higher as defined in (a) and five (5) years of experience as defined in (a), two (2) years of which must have been in a supervisory capacity; OR
(c) An equivalent combination of training and experience as defined by the limits of (a) and (b).

Current ServSafe certification preferred.

NOTE:

Degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside of the United States and its territories, applicant must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found at http://www.cs.ny.gov/jobseeker/degrees.cfm. Applicants must pay the required evaluation fee

Name: County of Cortland
MuniCode: 110100000000
County: Cortland

Fiscal Year End: 31-Dec
Year Last Filed: 2023

Financial Indicators	Components	Account Code(s)	Fund(s)	2021	2022	2023
Fiscal Stress Financial Indicator Data Inputs				**Data**		
1	Assigned Unappropriated and Unassigned Fund Balance	915 & 917	General Fund	21,416,346	25,433,762	22,725,7
2	Total Fund Balance	8029	General Fund	30,438,634	37,970,494	41,109,3
1, 2	Gross Expenditures (includes transfers out)		General Fund	99,589,312	109,579,968	119,321,2
3, 5	Gross Expenditures (includes transfers out)		Combined Funds	117,328,094	124,334,968	142,350,9
3	Gross Revenues (includes transfers in)		Combined Funds	122,862,339	137,364,768	139,887,6
6	Total Revenues (does not include transfers in)		General Fund	107,624,377	117,111,828	122,460,0
8, 9	Total Revenues (does not include transfers in)		All Funds Except Capital Projects Fund	141,054,146	152,938,481	150,878,9
4	Cash and Investments	200-223, 450 & 451	Combined Funds	25,890,293	31,673,394	34,071,5
5	Cash and Investments	200, 201, 450 & 451	Combined Funds	25,886,091	31,668,194	34,066,5
4	Current Liabilities	600-626, 631-637, 639-668	Combined Funds	10,518,419	9,409,815	12,019,4
4	Taxes Receivable	280, 290 & 295	Combined Funds	1,768,084	1,720,412	1,902,9
6, 7	Short-Term Cash-Flow Debt	Revenue Anticipation Notes, Tax Anticipation Notes, Budget Notes, and Deficiency Notes Only	All Funds	0	0	
8	Personal Service and Employee Benefits	Expenditure Object Codes: .1 (Personal Services) and .8 (Employee Benefits)	All Funds Except Capital Projects Fund	56,177,533	57,994,300	56,866,3
9	Debt Service	Expenditure Object Codes: .6 (Debt Principal) and .7 (Debt Interest)	All Funds Except Capital Projects Fund	2,301,865	2,285,610	2,272,5
9	Current Refunding Bond Proceeds	5792	All Funds Except Capital Projects Fund			

Financial Indicators	Fiscal Stress Financial Indicators	2021	2022	2023
		Public Scores		
1	Assigned and Unassigned Fund Balance as a Percentage (%) of Gross Expenditures	0	0	0
2	Total Fund Balance as a Percentage (%) of Gross Expenditures	0	0	0
3	Operating Deficits	0	0	3.33
4	Cash Ratio - Cash and Investments as a Percentage (%) of Current Liabilities	0	0	0
5	Cash as a Percentage (%) of Monthly Gross Expenditures	0	0	0
6	Short-Term Cash-Flow Debt Issuance as a Percentage (%) of Total Revenues	0	0	0
7	Short-Term Cash-Flow Debt Issuance Trend	0	0	0
8	Personal Service and Employee Benefits as a Percentage (%) of Total Revenues (3 year avg)	0	0	0
9	Debt Service as a Percentage (%) of Total Revenues (3 year avg)	0	0	0

	2021	2022	2023
Total Points*	**0**	**0**	**3.3**
Score Classification	**No Designation**	**No Designation**	**No Designati**

	General Fund	Combined Funds	Revenue and Expenditure Definitions
Counties	A	A, D, DM, FX, G, + All Enterprise Funds	Gross Revenues = Revenues and Other Sources Total Revenues = Revenues Gross Expenditures = Expenditures and Other Uses

**Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.*
Data as of 8/30/2024

Name: County of Cortland
MuniCode: 110100000000
County: Cortland

Fiscal Year End: 31-Dec
Year Last Filed: 2023

Fiscal Stress Environmental Indicators		Value 2022	Value 2023	Score 2022	Score 2023
1	Change in Population	-3.42%	-3.57%	6.67	6.67
2	Percent of Households with Public Assistance	13.12%	14.53%	0	0
3	Percent of Population Under 18 & Over 65	35.40%	35.40%	0	0
4	Percent Change in Home Value	16.70%	30.11%	0	0
5	Median Household Income	$62,163	$65,029	0	0
6	Unemployment Rate	5.90%	5.40%	0	0
7	Reliance on State and Federal Aid	19.62%	21.37%	6.67	13.33
			Total Points*	13.3	20.0
			Score Classification	No Designation	No Designation

Environmental Stress Classification	Point Range (Out of 100 total pts)
Significant	50 - 100
Moderate	40 - 49.9
Susceptible	30 - 39.9
No Designation	0 - 29.9

**Indicator points are rounded to two decimal places. Total points are rounded to one decimal place.*

Data as of 8/30/2024

CORTLAND COUNTY
NEW YORK

REAL PROPERTY TAX SERVICES

607-753-504
Laura Fox, CC
rpts@cortlandcountyny.go

October Activity Review:

- Processed 105 deeds/parcels for the month of September, including 3 property splits.
- Assisted 18 individuals and businesses with purchasing a subscription to Image Mate online.
- Assisted 3 individuals with purchasing tax maps.
- Created 63 Sales Cards for local Realtors.
- Answered numerous phone calls relating to Real Property.
- Real Property Assistant learned to key E911 numbers in order to assist town Assessors.
- Highest sale price for September was $865,000 for a commercial building on Main Street in the City of Cortland.

60 Central Avenue - Room 129, Cortland, New York 13045

REVENUE BUDGET VS ACTUAL TO September 30, 2024

		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	247,804.00		247,804.00	269,534.95	(21,730.95)	108.8%
A1170	Public Defender	1,343,990.83	551,781.46	1,895,772.29	611,680.12	1,284,092.17	32.3%
A1175	Assigned Counsel	866,042.45		866,042.45	540,370.98	325,671.47	62.4%
A1185	Coroner			-	1,500.00	(1,500.00)	
A1310	Finance	54,901.56		54,901.56	41,176.16	13,725.40	75.0%
A1320	Audit	27,450.78		27,450.78	20,588.10	6,862.68	75.0%
A1325	Real Property Tax Levy	39,270,000.00		39,270,000.00	39,269,999.99	0.01	100.0%
A1325	Treasurer	2,308,378.45	1,072,088.59	3,380,467.04	3,232,652.98	147,814.06	95.6%
A1355	Real Property Tax Services	58,100.00		58,100.00	44,697.25	13,402.75	76.9%
A1410	County Clerk	1,134,116.00		1,134,116.00	663,219.13	470,896.87	58.5%
A1411	County Clerk - DMV	676,000.00		676,000.00	471,821.69	204,178.31	69.8%
A1430	Personnell			-	3,345.50	(3,345.50)	
A1450	Elections	3,300.00	179,521.27	182,821.27	84,863.65	97,957.62	46.4%
A1610	Shared Services	243,802.00		243,802.00	167,136.07	76,665.93	68.6%
A1620	Buildings & Grounds	267,017.00		267,017.00	177,030.96	89,986.04	66.3%
A1680	Information Technology	39,000.00		39,000.00	56,175.33	(17,175.33)	144.0%
A1985	Sales Tax Revenue	38,500,000.00		38,500,000.00	26,197,645.24	12,302,354.76	68.0%
A3020	Emergency Response & Communications	349,000.00	3,550,816.61	3,899,816.61	2,051,421.58	1,848,395.03	52.6%
A3110	Sheriff	100,000.00		100,000.00	50,520.02	49,479.98	50.5%
A3120	Road Patrol	552,120.00	163,358.85	715,478.85	427,850.48	287,628.37	59.8%
A3140	Probation/ATI	457,158.00		457,158.00	326,444.53	130,713.47	71.4%
A3150	Jail	3,500.00	25,656.94	29,156.94	43,757.11	(14,600.17)	150.1%
A3315	DWI	70,400.00	19,241.39	89,641.39	26,922.40	62,718.99	30.0%
A3410	Fire/Emergency Management Admin	46,478.00	744,735.48	791,213.48	30,600.77	760,612.71	3.9%
A4010	Public Health Admin	1,104,339.00	691,632.01	1,795,971.01	827,607.24	968,363.77	46.1%
A4011	Nursing	127,696.00	114,333.18	242,029.18	133,300.56	108,728.62	55.1%
A4012	Environmental Health	292,413.00	65,045.78	357,458.78	220,408.70	137,050.08	61.7%
A4045	Health Education	903,842.00	339,510.55	1,243,352.55	630,154.48	613,198.07	50.7%
A4046	Pre-K	1,700,000.00		1,700,000.00	458,788.76	1,241,211.24	27.0%
A4059	Early Intervention	814,386.00	2,899.05	817,285.05	571,353.96	245,931.09	69.9%
A4050	Child Advocacy Center	357,890.26	69,669.21	427,559.47	318,338.91	109,220.56	74.5%
A4310	Mental Health	7,384,777.00	1,463,004.48	8,847,781.48	5,911,683.35	2,936,098.13	66.8%
A5610	Airport	325,000.00		325,000.00	277,608.36	47,391.64	85.4%
A5630	Bus Operations	1,141,796.03	711,116.35	1,852,912.38	1,327,664.27	525,248.11	71.7%
A6010	Social Services	17,627,792.00	792,934.00	18,420,726.00	11,619,495.44	6,801,230.56	63.1%
A6410	Occupancy Tax - Revenue	650,000.00		650,000.00	674,181.38	(24,181.38)	103.7%

Attachment: September 2024 Committee Reports (12607 : September 2024 Finance Reports)

REVENUE BUDGET VS ACTUAL TO September 30, 2024

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Available Budget	Percent Received
A6510	Veterans Service Agency	90,917.17		90,917.17	18,097.26	72,819.91	19.9%
A6610	Weights & Measure	15,900.00		15,900.00	9,078.16	6,821.84	57.1%
A6772	Office for the Aging	1,494,984.00	42,121.46	1,537,105.46	1,302,627.02	234,478.44	84.7%
A7110	Dwyer Park	12,000.00		12,000.00	15,720.01	(3,720.01)	131.0%
A7312	Youth Bureau	20,900.00	200,858.21	221,758.21		221,758.21	0.0%
A7989	Snowmobile	95,616.00	21,025.60	116,641.60	117,925.80	(1,284.20)	101.1%
A8020	Planning	190,050.00		190,050.00	45,000.00	145,050.00	23.7%
A8740	Small Watershed Protection	18,114.20		18,114.20	18,114.20	-	100.0%
	Total Revenue	120,996,971.73	10,821,350.47	131,818,322.20	99,318,102.85	32,500,219.35	75.3%
	Prior Year Encumbrances		3,103,502.79	3,103,502.79			
	Appropriated Fund Balance	1,992,421.79	(1,440,220.94)	552,200.85			
	Appropriated Reserves	(1,125,374.60)	522,437.58	(602,937.02)			
		121,864,018.92	**13,007,069.90**	**134,871,088.82**	**99,318,102.85**	**32,500,219.35**	
SPECIAL GRANT FUND							
CD6989	CDBG		198,750.00	198,750.00	164,073.48	34,676.52	82.6%
CD6290	Grant Administration	227,959.91		227,959.91	157,500.00	70,459.91	69.1%
CD6292	Employment & Training	769,991.68	20,831.13	790,822.81	688,845.28	101,977.53	87.1%
	Total Revenue	**997,951.59**	**219,581.13**	**1,217,532.72**	**1,010,418.76**	**207,113.96**	83.0%
Self-Insured Benefits Fund		12,016,998.63	2,000.00	12,018,998.63	10,829,941.33	1,189,057.30	90.1%
	Prior Year Encumbrances		53,152.67	53,152.67			
	Appropriated Fund Balance		4,408.41	4,408.41			
	Total Revenue	**12,016,998.63**	**59,561.08**	**12,076,559.71**	**10,829,941.33**	**1,189,057.30**	89.7%
COUNTY ROAD FUND							
D5010	County Road Administration	200.00		200.00	437.57	(237.57)	218.8%
D5110	Maintenance of Roads	1,004,000.00		1,004,000.00	904,987.83	99,012.17	90.1%
D5112	Permanent Improvements	3,527,750.41	1,714,275.54	5,242,025.95	1,937,814.66	3,304,211.29	37.0%
D9901	Interfund Transfers-in	6,747,693.92		6,747,693.92	4,498,462.64	2,249,231.28	66.7%
	Prior Year Encumbrances		2,056.90	2,056.90			
	Appropriated Fund Balance		35,000.00	35,000.00			
	Total Revenue	**11,279,644.33**	**1,751,332.44**	**13,030,976.77**	**7,341,702.70**	**5,652,217.17**	56.3%

REVENUE BUDGET VS ACTUAL TO September 30, 2024

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Available Budget	Percent Received
ROAD MACHINERY FUND							
E5130	Machinery	3,281,953.12	15,000.00	3,296,953.12	2,690,997.92	605,955.20	81.6%
	Prior Year Encumbrances		678,030.25	678,030.25			
	Total Revenue	**3,281,953.12**	**693,030.25**	**3,974,983.37**	**2,690,997.92**	**605,955.20**	67.7%
SOLID WASTE FUND							
EL8160	Landfill	2,935,618.62		2,935,618.62	2,187,475.85	748,142.77	74.5%
EL8161	Recycling Center	257,000.00		257,000.00	96,302.27	160,697.73	37.5%
	Prior Year Encumbrances		12,222.40	12,222.40			
	Appropriated Fund Balance	(128,500.00)	502,283.41	373,783.41			
	Total Revenue	**3,064,118.62**	**514,505.81**	**3,578,624.43**	**2,283,778.12**	**908,840.50**	63.8%
CAPITAL PROJECTS FUND							
HH1620	County Courthouse		758,551.00	758,551.00		758,551.00	0.0%
HH4310	Mental Health Building		6,621,247.02	6,621,247.02		6,621,247.02	0.0%
HH5122	Infrastructure		2,694,668.14	2,694,668.14	40,375.41	2,654,292.73	1.5%
HH5610	Airport		231,356.06	231,356.06	265,952.48	(34,596.42)	115.0%
HH9901	Interfund Transfers-in		168,722.68	168,722.68	34,810.48	133,912.20	20.6%
	Prior Year Encumbrances		1,322,189.19	1,322,189.19			
	Total Revenue	-	**11,796,734.09**	**11,796,734.09**	**341,138.37**	**10,133,406.53**	2.9%
Self-Insured Workers' Compensation Fund		**1,915,007.00**		**1,915,007.00**	1,742,171.55	**172,835.45**	91.0%

EXPENDITURE BUDGET VS ACTUAL TO September 30, 2024

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Committed	Available Budget	Percent Used
GENERAL FUND								
A1010	Board of Legislators	310,653.08	12,920.64	323,573.72	213,355.97	3,445.31	106,772.44	67.0%
A1040	Clerk of the Board	220,766.36		220,766.36	130,814.35	7,264.29	82,687.72	62.5%
A1165	District Attorney	1,507,977.92	11,284.00	1,519,261.92	898,021.57	12,045.75	609,194.60	59.9%
A1170	Public Defender	2,045,939.71	685,358.36	2,731,298.07	860,977.44	2,668.66	1,867,651.97	31.6%
A1175	Assigned Counsel	1,814,801.44	210.03	1,815,011.47	1,304,435.16	253.25	510,323.06	71.9%
A1185	Coroner	228,681.98		228,681.98	125,768.93	58,451.00	44,462.05	80.6%
A1230	County Administrator	454,656.67		454,656.67	298,407.28	1,135.50	155,113.89	65.9%
A1310	Finance	744,121.87		744,121.87	510,343.90	61,882.55	171,895.42	76.9%
A1320	County Auditor	135,645.03		135,645.03	87,693.38		47,951.65	64.6%
A1325	Treasurer	90,000.00	230,700.00	320,700.00	130,700.00		190,000.00	40.8%
A1355	Real Property Tax Services	309,335.84		309,335.84	195,291.49	19,079.47	94,964.88	69.3%
A1410	County Clerk	542,649.45	94.88	542,744.33	337,574.83	1,626.80	203,542.70	62.5%
A1411	County Clerk - DMV	561,998.62		561,998.62	368,696.96	300.17	193,001.49	65.7%
A1420	County Attorney	652,165.34	9,665.14	661,830.48	360,648.83	525.27	300,656.38	54.6%
A1430	Personnel	815,987.33		815,987.33	443,135.56	25,684.14	347,167.63	57.5%
A1450	Elections	653,018.81	179,521.27	832,540.08	474,024.36	122,978.60	235,537.12	71.7%
A1610	Shared Services	243,802.00	15,000.00	258,802.00	214,082.97	16,423.96	28,295.07	89.1%
A1620	Buildings & Grounds	2,430,698.36	1,296,017.88	3,726,716.24	1,852,811.58	513,056.19	1,360,848.47	63.5%
A1680	Information Technology	1,348,278.86	130,638.51	1,478,917.37	915,214.50	85,455.88	478,246.99	67.7%
A1711	Unallocated Judgements/Claims	10,000.00		10,000.00			10,000.00	0.0%
A1985	Sales Tax Paid to Other Governments	16,650,000.00		16,650,000.00	8,822,391.45		7,827,608.55	53.0%
A2490	Community College Chargebacks	350,000.00		350,000.00	179,916.60		170,083.40	51.4%
A2495	Sponsor Contributions	1,944,415.00		1,944,415.00	1,855,495.00	88,920.00	-	100.0%
A3020	Emergency Response & Communications	2,762,405.00	3,725,977.62	6,488,382.62	3,905,548.93	213,102.65	2,369,731.04	63.5%
A3110	Sheriff	1,212,271.77		1,212,271.77	755,040.63	10,989.38	446,241.76	63.2%
A3120	Road Patrol	5,888,491.63	260,615.49	6,149,107.12	3,763,321.41	250,283.48	2,135,502.23	65.3%
A3140	Probation/ATI	2,102,663.95	5,400.00	2,108,063.95	1,320,653.20	12,069.79	775,340.96	63.2%
A3150	Jail	6,356,456.96	53,536.26	6,409,993.22	4,072,217.10	329,522.71	2,008,253.41	68.7%
A3315	DWI	70,400.00	35,741.39	106,141.39	39,620.44	18,294.92	48,226.03	54.6%
A3410	Fire/Emergency Management Admin	320,812.00	753,412.88	1,074,224.88	334,643.84	3,061.49	736,519.55	31.4%
A3510	Animal Control	66,000.00		66,000.00	37,500.00	12,500.00	16,000.00	75.8%
A3620	Safety Officer	50,698.63	3,667.90	54,366.53	27,317.24		27,049.29	50.2%
A4010	Public Health Admin	685,718.00	703,562.44	1,389,280.44	520,836.51	15,249.27	853,194.66	38.6%
A4011	Nursing	547,510.00	98,418.60	645,928.60	438,542.98	10,232.25	197,153.37	69.5%
A4012	Environmental Health	723,414.00	4,463.78	727,877.78	379,495.53	10,399.86	337,982.39	53.6%
A4045	Health Education	922,164.00	340,827.87	1,262,991.87	731,857.83	96,966.18	434,167.86	65.6%
A4046	Pre-K	2,393,681.00	101.71	2,393,782.71	1,641,616.62	540,309.94	211,856.15	91.1%
A4059	Early Intervention	1,050,602.00	2,948.00	1,053,550.00	702,359.22	14,758.00	336,432.78	68.1%
A4050	Child Advocacy Center	357,890.26	73,558.48	431,448.74	319,210.64	15,379.90	96,858.20	77.6%
A4310	Mental Health	8,043,083.15	1,583,058.73	9,626,141.88	5,630,008.57	648,440.41	3,347,692.90	65.2%
A5610	Airport	348,209.93		348,209.93	220,056.08	45,279.96	82,873.89	76.2%
A5630	Bus Operations	1,148,690.91	1,223,927.79	2,372,618.70	1,484,083.11	264,695.09	623,840.50	73.7%
A6010	Social Services	37,124,740.76	795,839.40	37,920,580.16	24,591,552.84	276,127.87	13,052,899.45	65.6%

EXPENDITURE BUDGET VS ACTUAL TO September 30, 2024

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Committed	Available Budget	Percent Used
A6293	Workforce Investment		96,790.12	96,790.12	12,918.55		83,871.57	13.3%
A6410	Occupancy Tax	823,523.40		823,523.40	802,935.32		20,588.08	97.5%
A6420	Promotion of Industry	516,803.00		516,803.00	516,803.00		-	100.0%
A6510	Veterans Service Agency	90,917.17		90,917.17	56,492.46		34,424.71	62.1%
A6610	Weights & Measure	122,272.88	24,354.58	146,627.46	78,982.56	1,775.03	65,869.87	55.1%
A6772	Office for the Aging	2,795,643.47	54,542.78	2,850,186.25	1,838,880.60	133,959.29	877,346.36	69.2%
A7110	Dwyer Park	195,493.89		195,493.89	92,044.68	3,783.55	99,665.66	49.0%
A7312	Youth Bureau		221,758.21	221,758.21	25,458.39	43,024.05	153,275.77	30.9%
A7989	Snowmobile	86,054.00	21,025.60	107,079.60	75,923.40		31,156.20	70.9%
A8020	Planning	861,757.32	183,406.88	1,045,164.20	462,427.89	54,666.16	528,070.15	49.5%
A8710	Conservation Programs	240,000.00		240,000.00	240,000.00		-	100.0%
A8740	Small Watershed Protection	18,114.20		18,114.20	10,537.84		7,576.36	58.2%
A8750	Agriculture Programs	331,000.00		331,000.00	331,000.00		-	100.0%
A9050	Unemployment	50,000.00		50,000.00	12,156.19		37,843.81	24.3%
A9060	Retiree Health Insurance	1,891,907.35		1,891,907.35	3,928,365.67		(2,036,458.32)	207.6%
A9901	Transfers to County Road Fund	6,747,693.92		6,747,693.92	4,498,462.64		2,249,231.28	66.7%
A9909	Transfers to Capital Projects Fund		168,722.68	168,722.68	34,810.48		133,912.20	20.6%
A9710	Debt Service	851,340.70		851,340.70	1,000,896.95	45,443.75	(195,000.00)	122.9%
	Total Expenditures	**121,864,018.92**	**13,007,069.90**	**134,871,088.82**	**85,514,381.45**	**4,091,511.77**	**45,265,195.60**	66.4%
SPECIAL GRANT FUND								
CD6989	CDBG		198,750.00	198,750.00	164,073.48		198,750.00	82.6%
CD6290	Grant Administration	227,959.91		227,959.91	145,040.72	2.96	227,956.95	63.6%
CD6292	Employment & Training	769,991.68	20,831.13	790,822.81	483,823.73	31,514.79	275,484.29	65.2%
	Total Expenditures	**997,951.59**	**219,581.13**	**1,217,532.72**	**792,937.93**	**31,517.75**	**702,191.24**	67.7%
Self-Insured Benefits Fund		**12,016,998.63**	**59,561.08**	**12,076,559.71**	**10,335,312.84**	**1,630,462.26**	**110,784.61**	**99.1%**
COUNTY ROAD FUND								
D3310	Traffic Division	228,662.64		228,662.64	152,014.36	49,060.00	27,588.28	87.9%
D5010	County Road Administration	671,936.26	11,657.03	683,593.29	462,328.12	435.16	220,830.01	67.7%
D5020	Engineering	81,055.83	33,793.97	114,849.80	52,846.79		62,003.01	46.0%
D5110	Maintenance of Roads	6,195,598.06	(8,394.10)	6,187,203.96	4,406,473.24	736,555.43	1,044,175.29	83.1%
D5112	Permanent Improvements	3,527,750.41	1,714,275.54	5,242,025.95	2,542,045.97	350,450.31	2,349,529.67	55.2%
D9710	Debt Service	574,641.13		574,641.13	574,641.13		-	100.0%
	Total Expenditures	**11,279,644.33**	**1,751,332.44**	**13,030,976.77**	**8,190,349.61**	**1,136,500.90**	**3,704,126.26**	71.6%

EXPENDITURE BUDGET VS ACTUAL TO September 30, 2024

		Original Budget	Transfers/ Amendments	Amended Budget	Year-to-Date Actual	Committed	Available Budget	Percent Used
ROAD MACHINERY FUND								
E5130	Machinery	3,131,085.31	693,030.25	3,824,115.56	1,775,960.31	1,188,589.71	859,565.54	77.5%
E9710	Debt Service	150,867.81		150,867.81	150,867.81		-	100.0%
	Total Expenditures	**3,281,953.12**	**693,030.25**	**3,974,983.37**	**1,926,828.12**	**1,188,589.71**	**859,565.54**	78.4%
SOLID WASTE FUND								
EL8160	Landfill	1,644,979.09	514,505.81	2,159,484.90	1,555,413.35	83,539.47	520,532.08	75.9%
EL8161	Recycling Center	580,720.67		580,720.67	359,568.23	44,206.23	176,946.21	69.5%
EL9710	Debt Service	838,418.86		838,418.86	830,468.86	7,950.00	-	100.0%
	Total Expenditures	**3,064,118.62**	**514,505.81**	**3,578,624.43**	**2,745,450.44**	**135,695.70**	**697,478.29**	80.5%
CAPITAL PROJECTS FUND								
HH1620	County Courthouse		985,586.06	985,586.06	248,614.23		736,971.83	25.2%
HH4310	Mental Health Building		6,621,247.02	6,621,247.02	16,118.68	6,602,827.23	2,301.11	100.0%
HH5122	Infrastructure		2,874,951.17	2,874,951.17	39,747.06	398,461.23	2,436,742.88	15.2%
HH5610	Airport		1,314,949.84	1,314,949.84	298,823.01	787,684.83	228,442.00	82.6%
	Total Expenditures	-	**11,796,734.09**	**11,796,734.09**	**603,302.98**	**7,788,973.29**	**3,404,457.82**	71.1%
Self-Insured Workers' Compensation Fund		**1,915,007.00**		**1,915,007.00**	**1,476,944.52**		**438,062.48**	**77.1%**

Cortland County
Revenue Comparison 2020 - 2024 through September 30, 2024

	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS	2024 ACTUALS
GENERAL FUND					
1010 BOARD OF LEGISLATORS	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
1165 DISTRICT ATTORNEY	30,967.42	107,478.77	117,330.10	183,820.26	269,534.95
1170 PUBLIC DEFENDER	518,556.33		144,425.21	206,413.80	611,680.12
1175 ASSIGNED COUNSEL	52,838.28			168,400.91	540,370.98
1185 CORONER					1,500.00
1310 FINANCE			36,570.09	30,663.03	41,176.16
1320 AUDIT			12,190.03	15,331.52	20,588.10
1325 COUNTY TREASURER - Levy	36,415,196.78	37,003,555.01	37,721,956.20	38,496,150.22	39,269,999.99
1325 COUNTY TREASURER	823,446.33	1,502,760.68	3,918,198.21	3,852,312.77	3,232,652.98
1355 REAL PROPERTY TAX SERVICE	33,137.94	36,537.75	39,153.95	33,172.52	44,697.25
1410 COUNTY CLERK - CIVIL/RECORDS	625,687.90	677,661.10	687,131.96	655,087.23	663,219.13
1411 COUNTY CLERK - MOTOR VEHICLES	352,949.82	492,423.04	426,160.15	471,117.11	471,821.69
1430 PERSONNEL - CIVIL SERVICE	5,708.00	2,497.50	2,879.91	1,575.00	3,345.50
1450 ELECTIONS	56,386.64	25,598.40	3,100.80	18,007.89	84,863.65
1610 TELEPHONE SHARED SERVICE	173,751.53	156,498.67	154,276.70	163,300.02	167,136.07
1620 BUILDING & GROUNDS	217,402.62	192,795.53	224,238.92	425,730.04	177,030.96
1680 INFORMATION TECHNOLOGY	28,236.72	35,883.96	22,331.18	72,256.82	56,175.33
1985 SALES TAX	18,605,406.80	23,406,904.90	25,020,581.84	25,475,035.46	26,197,645.24
3020 EMERGENCY RSP & COMMUNICATION	472,955.02	232,880.39	251,324.32	646,869.44	2,051,421.58
3110 SHERIFF	50,071.07	43,982.37	58,446.40	106,133.22	50,520.02
3120 SHERIFF ROAD PATROL	280,978.61	293,978.23	324,041.45	255,607.20	427,850.48
3140 PROBATION	247,945.93	196,153.97	350,678.79	304,765.58	326,444.53
3150 JAIL	22,261.71	180,012.67	36,481.52	49,397.40	43,757.11
3315 STOP DWI	48,764.13	47,856.40	52,469.59	52,200.35	26,922.40
3410 FIRE / EMERGENCY MANAGEMENT	58,820.73	36,093.36	12,692.94	47,510.54	30,600.77
3620 SAFETY OFFICER				10.00	
4010 HEALTH DEPARTMENT ADMIN	966,290.16	973,541.44	805,108.60	912,230.97	827,607.24
4011 NURSING ADMINISTRATION	231,451.72	94,739.83	248,144.16	100,265.98	133,300.56
4012 ENVIRONMENTAL HEALTH	121,883.42	132,832.03	169,495.78	189,973.75	220,408.70

	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS	2024 ACTUALS
4045 HEALTH EDUCATION			412,218.76	389,129.56	630,154.48
4046 PRE-K PHCP (4050 AUD)	730,777.45	1,428,312.23	875,595.42	795,571.29	458,788.76
4059 EARLY INTERVENTION PROGRAM	560,470.43	402,097.51	703,945.70	586,343.49	571,353.96
4050 CAC - CHILD ADVOCACY CENTER DA	94,258.62	201,311.27	193,911.80	272,158.13	318,338.91
4310 MENTAL HEALTH CENTER	3,661,737.51	4,292,726.36	4,961,948.61	5,804,283.53	5,911,683.35
5610 AIRPORT	213,321.27	232,938.92	320,698.76	251,421.83	277,608.36
5630 BUS OPERATIONS	1,440,196.91	755,432.98	1,241,528.36	537,432.96	1,327,664.27
6010 DEPT.OF SOCIAL SERVICES ADMIN	6,744,239.11	7,495,167.12	7,634,570.05	8,081,047.28	11,619,495.44
6410 PUBLICITY/TOURISM	269,793.25	446,959.84	577,642.74	608,172.37	674,181.38
6510 VETERANS SERVICE AGENCY	16,258.34	25,450.98	31,167.22	32,835.63	18,097.26
6610 SEALER OF WEIGHTS & MEASURES	9,218.15	10,688.04	11,980.88	15,225.66	9,078.16
6772 AREA AGENCY ON AGING	587,222.84	739,710.88	717,636.42	796,318.86	1,302,627.02
7110 DWYER PARK	525.00	9,992.55	13,848.11	13,903.60	15,720.01
7312 YOUTH BUREAU		41,022.00		2,966.00	
7989 SNOWMOBILE CLUBS	66,931.20	95,616.00	92,556.00	111,404.84	117,925.80
8020 PLANNING		290.00			45,000.00
8740 SMALL WATERSHED PROTECTION				17,836.53	18,114.20
Total Revenue General Fund	74,846,045.69	82,060,382.68	88,638,657.63	91,259,390.59	99,318,102.85
SPECIAL GRANT FUND					
6989 CDBG	28,385.87	50,000.00		1,665,836.18	164,073.48
6290 WIA GRANT ADMINISTRATION	129,757.15	111,180.40	142,402.31	140,429.29	157,500.00
6292 WIA EMPLOYMENT & TRAINING	399,513.90	432,739.05	475,696.11	677,166.77	688,845.28
Total Revenue Special Grant Fund	557,656.92	593,919.45	618,098.42	2,483,432.24	1,010,418.76
SELF-INSURANCE FUND - EMPLOYEE BENEFITS					
9060 HEALTH	10,651,325.16	9,633,246.02	9,756,849.25	10,084,216.92	10,829,941.33

	2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS	2024 ACTUALS
COUNTY ROAD FUND					
5010 HIGHWAY & STREET ADMIN	54.23	44.39	177.24	72.66	437.57
5110 MAINTENANCE OF ROADS	569,462.25	682,933.87	625,700.18	826,889.96	904,987.83
5112 PERMANENT IMPROVEMENTS		1,790,614.55	1,570,676.51	1,961,607.22	1,937,814.66
9901 INTERFUND TRANSFERS	5,081,027.89	4,693,628.70	5,070,391.24	5,581,554.38	4,498,462.64
Total Revenue County Road Fund	5,650,544.37	7,167,221.51	7,266,945.17	8,370,124.22	7,341,702.70
ROAD MACHINERY FUND					
5130 MACHINERY	1,447,262.40	1,684,392.82	1,782,341.86	2,148,362.30	2,690,997.92
9901 INTERFUND TRANSFERS	16,202.96				
Total Revenue Road Machinery Fund	1,463,465.36	1,684,392.82	1,782,341.86	2,148,362.30	2,690,997.92
SOLID WASTE FUND					
8160 LANDFILL	2,039,598.21	2,051,601.74	1,889,698.36	2,416,455.86	2,187,475.85
8161 RECYCLING	42,679.35	57,219.94	75,668.61	54,736.73	96,302.27
9901 INTERFUND TRANSFERS	342,660.63				
Total Revenue Solid Waste Fund	2,424,938.19	2,108,821.68	1,965,366.97	2,471,192.59	2,283,778.12
CAPITAL ROJECTS FUND					
5122 BRIDGE PROJECTS	160,100.88	470,953.87	1,478,822.07		40,375.41
5610 AIRPORT	178,028.88	18,072.12	23,606.20	24,584.32	265,952.48
9900 TRANSFER TO/FROM OTHER FUNDS	10,157.64	57,257.33	77,832.75	3,038.54	34,810.48
Total Revenue Capital Projects	348,287.40	546,283.32	1,580,261.02	27,622.86	341,138.37
SELF-INSURANCE FUND - WORKERS' COMPENSATION					
1710 WORKER'S COMP-SELF INSURANCE	2,103,270.13	1,851,425.96	2,315,471.71	1,842,917.11	1,742,171.55

Cortland County
Expenditure Comparison 2020 - 2024 through September 30, 2024

		2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS	2024 ACTUALS
GENERAL FUND						
A10105	COUNTY LEGISLATURE	303,596.59	193,311.84	269,330.66	268,810.04	213,355.97
A10405	CLERK OF THE LEGISLATIVE BOARD	176,916.98	114,212.93	118,702.24	127,770.73	130,814.35
A11655	DISTRICT ATTORNEY	651,945.82	621,679.97	720,514.30	914,666.14	898,021.57
A11705	PUBLIC DEFENDER	648,809.16	643,717.57	685,949.89	839,355.32	860,977.44
A11755	ASSIGNED COUNSEL	400,347.64	527,231.20	555,839.06	714,729.02	1,304,435.16
A11855	CORONERS	135,437.10	127,273.49	122,384.49	135,048.25	125,768.93
A12305	COUNTY ADMINISTRATOR	113,647.65	148,917.72	164,821.86	269,139.46	298,407.28
A13105	BUDGET & FINANCE	379,622.75	382,219.82	349,817.49	362,626.66	510,343.90
A13205	County Auditor	75,603.74	75,373.16	79,881.15	81,823.69	87,693.38
A13255	TREASURER	118,025.16	114,847.04	117,705.63	263,848.05	130,700.00
A13555	REAL PROPERTY TAX SERVICE	184,187.85	161,567.00	157,221.91	188,410.63	195,291.49
A14105	COUNTY CLERK	354,446.83	315,040.88	367,210.32	588,070.86	337,574.83
A14115	COUNTY CLERK - MOTOR VEHICLES	326,719.13	313,799.10	270,154.95	170,095.76	368,696.96
A14205	COUNTY ATTORNEY	204,150.42	233,577.76	221,229.26	210,959.29	360,648.83
A14305	PERSONNEL - CIVIL SERVICE	308,977.57	387,296.28	371,883.07	401,633.20	443,135.56
A14505	ELECTIONS	397,152.81	290,943.38	422,010.75	288,510.85	474,024.36
A16105	TELEPHONE SHARED SERVICE	139,606.19	165,306.99	153,803.73	198,163.60	214,082.97
A16205	BUILDING & GROUNDS	1,327,940.50	1,134,696.12	1,543,056.13	1,415,801.66	1,852,811.58
A16805	DATA PROCESSING	552,592.89	670,229.52	985,210.35	786,560.71	915,214.50
A19855	SALES TAX	6,577,594.91	7,963,309.38	8,569,129.91	8,746,050.44	8,822,391.45
A24905	COMMUNITY COLLEGE	197,950.13	183,128.38	150,414.49	176,659.76	179,916.60
A24955	CONTRIBUTIONS TC3	1,757,837.00	1,806,666.00	1,855,495.00	1,855,495.00	1,855,495.00
A30205	EMERGENCY RESPONSE & COMMUNCTN	2,297,114.32	1,706,263.72	1,814,032.88	3,500,343.61	3,905,548.93
A31105	SHERIFF	526,583.25	532,451.67	464,174.50	651,064.80	755,040.63
A31205	SHERIFF ROAD PATROL	2,777,315.14	2,808,960.25	3,199,460.26	3,380,352.10	3,763,321.41
A31405	PROBATION	1,196,872.96	1,192,617.49	1,198,429.33	1,205,088.26	1,320,653.20
A31505	JAIL	3,503,190.77	3,365,627.19	3,634,143.93	4,180,696.90	4,072,217.10
A33155	STOP DWI	48,618.36	34,230.77	35,551.82	41,423.80	39,620.44

		2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS	2024 ACTUALS
A34105	FIRE / EMERGENCY MANAGEMENT	234,952.33	188,256.37	206,152.78	243,097.81	334,643.84
A35105	SPCA	33,750.27	33,750.27	33,750.27		37,500.00
A36205	SAFETY OFFICE	30,410.00	1,085.97	37,064.34	17,683.84	27,317.24
A40105	HEALTH DEPARTMENT	750,010.30	947,453.44	567,433.22	407,994.20	520,836.51
A40115	NURSING ADMINISTRATION	614,552.45	499,097.94	340,884.49	355,491.75	438,542.98
A40125	ENVIRONMENTAL HEALTH	429,233.50	383,977.22	416,081.51	455,988.96	379,495.53
A40455	HEALTH EDUCATION			600,494.81	753,474.56	731,857.83
A40465	PrK Supportive Hlth Svcs	678,467.01	1,247,272.01	1,317,468.34	973,437.18	1,641,616.62
A40595	EARLY INTERVENTION PROGRAM	693,554.95	599,600.25	737,562.56	635,381.33	702,359.22
A40505	Child Advocacy Center	154,491.95	227,513.55	225,846.07	235,489.22	319,210.64
A43105	MENTAL HEALTH CENTER	3,779,112.17	4,227,891.40	4,136,168.00	4,620,625.24	5,630,008.57
A56105	AIRPORT	174,382.39	185,284.87	317,170.12	213,181.34	220,056.08
A56305	BUS OPERATIONS	1,504,563.55	132,534.58	775,425.98	838,730.14	1,484,083.11
A60105	DEPT.OF SOCIAL SERVICES ADMIN	19,068,075.29	17,388,685.99	18,924,486.83	21,296,558.08	24,591,552.84
A62935	WORKFORCE INVESTMENT				661.52	12,918.55
A64105	PUBLICITY/TOURISM	550,093.00	575,072.26	634,128.58	597,929.12	802,935.32
A64205	PROMOTION OF INDUSTRY	442,364.00	449,000.00	460,735.00	492,193.00	516,803.00
A65105	VETERANS SERVICE AGENCY	37,781.36	38,682.32	43,372.54	47,131.38	56,492.46
A66105	SEALER OF WEIGHTS & MEASURES	47,924.66	56,628.21	61,713.92	72,880.32	78,982.56
A67725	AREA AGENCY ON AGING	1,482,184.70	1,350,152.11	1,545,771.58	1,671,714.48	1,838,880.60
A69895	ECONOMIC DEVELOPMENT			1,673,704.00	50,000.00	
A71105	DWYER PARK	34,585.69	130,105.03	82,033.59	105,771.29	92,044.68
A73125	YOUTH BUREAU	6,808.26	6,654.03	459.55	30,604.63	25,458.39
A79895	SNOWMOBILE CLUBS	60,238.08	86,054.00	83,300.40	100,811.64	75,923.40
A80205	PLANNING	236,636.42	214,940.85	236,914.81	224,144.16	462,427.89
A87105	CONSERVATION PROGRAMS	150,000.00	150,000.00	482,500.00	221,344.00	240,000.00
A87405	SMALL WATERSHED PROTECTION				657.57	10,537.84
A87505	AGRICULTURE & LIVESTOCK	273,420.00	253,420.00	193,815.00	290,500.00	331,000.00
A90505	UNEMPLOYMENT INSURANCE	173,959.40		2,470.48	21,081.87	12,156.19
A90605	HEALTH INSURANCE	4,214,223.00	3,916,030.00	3,935,258.12	4,044,245.92	3,928,365.67
A90895	OTHER EMPLOYEE BENEFITS		64,782.76			
A97105	DEBT SERVICE	1,380,124.14	772,410.65	775,980.88	777,828.79	1,000,896.95
A99015	I/F Transfer to/from D	4,526,734.77	4,693,628.70	5,070,391.24	5,581,554.38	4,498,462.64
A99025	TRANSFER TO SOLID WASTE	342,660.63				

		2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS	2024 ACTUALS
A99505	TRANSFER TO CAPITAL PROJECTS	10,157.63	57,257.33	77,832.75	3,038.54	34,810.48
	Total Expenditures General Fund	67,798,255.52	65,091,718.73	72,593,931.12	77,344,424.85	85,514,381.45
SPECIAL GRANT FUND						
CD69895	CDBG	28,385.87			1,399,643.34	164,073.48
CD62905	WIA - GRANT ADMIN EXPENSES	123,373.79	114,305.35	156,235.83	130,515.63	145,040.72
CD62925	WIA - E & T	349,904.90	403,948.22	451,442.43	484,254.46	483,823.73
	Total Expenditures Special Grant Fund	501,664.56	518,253.57	607,678.26	2,014,413.43	792,937.93
SELF-INSURANCE FUND - EMPLOYEE BENEFITS						
CH90605	HEALTH	8,407,626.25	9,181,483.54	9,306,305.75	9,899,579.09	10,335,312.84
COUNTY ROAD FUND						
D33105	TRAFFIC DIVISION	99,200.07	104,551.97	132,470.57	129,768.61	152,014.36
D50105	HIGHWAY ADMINISTRATION DIV.	369,613.32	343,996.75	341,165.24	408,565.81	462,328.12
D50205	HIGHWAY ENGINEERING DIVISION	52,236.37	56,223.78	59,309.65	63,517.20	52,846.79
D51105	HIGHWAY MAINTENANCY DIV.	3,814,074.24	4,034,981.60	4,266,843.02	3,893,854.21	4,406,473.24
D51125	HIGHWAY PROJECTS	1,013,856.81	1,954,452.12	2,088,275.66	2,694,048.77	2,542,045.97
D5122	SAFETY/TRAINING			77,254.18	74,174.51	
D97105	DEBT SERVICE	867,726.85	863,307.58	872,845.53	874,569.78	574,641.13
D99015	INTERFUND TRANSFERS	16,202.96				
	Total Expenditures County Road Fund	6,232,910.62	7,357,513.80	7,838,163.85	8,138,498.89	8,190,349.61
ROAD MACHINERY FUND						
E51305	HIGHWAY ROAD MACHINERY	1,044,277.12	1,097,852.30	1,357,104.67	1,982,715.51	1,775,960.31
E97105	DEBT SERVICE	148,041.36	147,455.50	147,615.02	148,076.24	150,867.81
E99015	INTERFUND TRANSFERS	554,293.12				
	Total Expenditures Road Machinery Fund	1,746,611.60	1,245,307.80	1,504,719.69	2,130,791.75	1,926,828.12

		2020 ACTUALS	2021 ACTUALS	2022 ACTUALS	2023 ACTUALS	2024 ACTUALS
SOLID WASTE FUND						
EL81605	LANDFILL	1,012,378.88	868,397.55	805,704.11	1,046,409.60	1,555,413.35
EL81615	RECYCLING	334,048.37	202,208.41	341,882.34	362,984.72	359,568.23
EL97105	DEBT SERVICE	837,081.98	841,596.50	838,440.80	839,454.68	830,468.86
	Total Expenditures Solid Waste Fund	2,183,509.23	1,912,202.46	1,986,027.25	2,248,849.00	2,745,450.44
CAPITAL ROJECTS FUND						
HH16205	BUILDINGS & GROUNDS PROJECTS				865,676.63	248,614.23
HH43105	MENTAL HEALTH BUILDING					16,118.68
HH51225	INFRASTRUCTURE	221,302.35	1,006,612.45	1,882,554.15	80,834.50	39,747.06
HH56105	AIRPORT MASTER PLAN UPDATE	186,505.51	122,577.61	23,606.20	60,935.60	298,823.01
HH71105	DWYER PARK CAPITAL EXPENSE	3,027.70				
	Total Expenditures Capital Projects	410,835.56	1,129,190.06	1,906,160.35	1,007,446.73	603,302.98
SELF-INSURANCE FUND - WORKERS' COMPENSATION						
S17105	LIABILITY INSURANCE RESERVE	1,956,780.30	1,798,026.76	1,790,522.60	1,446,674.20	1,476,944.52

Cortland County					
Reserve Funds					
				12/31/2023	9/30/2024
Reserve Title	**Authorizing Resolution**	**Purpose**	**Funding**	**Balance**	**Balance**
Airport Reserve	269-17	Offset the local match on airport projects	Airport net income	283,233.64	294,055.52
Building & Grounds Capital Project Reserve	324-15	Major building repairs	Sales tax and other transfers/additions as approved by Legislature	1,293,630.84	1,474,234.80
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	3,420,228.86	4,238,556.20
Drug Task Force - DA	Nature of Funds	Drug busts/stings	Drug money	17,299.32	16,081.72
DA Forfeitures	Nature of Funds	DA expenditures	Forfeitures	43,670.74	43,677.29
DOJ Equitable Sharing Program - DA	Nature of funds	DA expenditures	Federal forfeitures	4,568.70	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	83,129.98	86,450.30
Don Sharpe Fund	Nature of Funds	Mental Health expenditures	This was created by a one time donation from the Don Sharpe estate	143,621.02	145,531.98
DWI Reserve	Nature of Funds	Non-grant funded DWI expenditures	Non-grant DWI revenues	76,402.82	79,631.23
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	30,380.71	31,594.15
Emergency Communications Towers Bond Reserve	226-18	Tower Bond debt service	Sales tax	92,070.94	62,109.54
Emergency Response & Communications Radio Tower Reserve	194-16	Maintenance of radio towers	Rental revenue from rental of towers by NYS Police and CBP	42,467.47	53,276.43
Farmland Protection Reserve	124-07	Monitoring Farmland Protection grants	Stewardship monies from farmland protection grant	48,458.63	50,394.14
Handicap Parking Education Fund	Nature of Funds	Handicap parking education	Justice Court fines	584.45	607.80
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	22,904.36	23,819.18
Occupancy Tax Reserve	Nature of Funds	Annual payment to Tourism Bureau and for tourism related expenditures	Occupancy tax, including the County's 10% share	1,672,673.34	1,552,112.75
Opioid Settlement Reserve	Nature of Funds	Combat opioid epidemic	Opioid settlements	424,641.19	354,705.98
Retirement Contribution Reserve	411-04	Retirement expenditures	Unspent retirement budget	4,898,316.40	5,093,962.01
Sheriff Forfeitures	Nature of Funds	Sheriff expenditures	Forfeitures	41,042.99	45,592.99
Sheriff Inmate Phone	Nature of Funds	Jail expenditures	Inmate use of jail phones	198,618.17	221,647.29

Sheriff's Special Program Reserve	317-15	K-9 program	Donations for the K-9 program	8,915.19	9,271.28
Vehicle Repair/Replacement Reserve	107-15	Vehicle related costs	Proceeds from auctioned vehicles purchased through General Fund	228,527.15	230,375.55
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	8,558.13	10,318.44
Road Machinery Capital Reserve	154-22	Highway equipment or highway related capital projects costing $100,000 or more	Assigned fund balance over $750,000	895,758.27	930,562.78
Landfill Closure Reserve	533-88; 458-16	Landfill closure liability funding	Per ton fee	1,473,135.48	1,523,907.44
Landfill Equipment Reserve	533-88; 459-16	Replacement of landfill equipment	Per ton fee	832,735.07	861,274.77
NOTE:					
Vehicle Repair/Replacement Reserve	Resolution 94-24 authorized up to $121,656 for a new boat for Sheriff. At 9/30/24, nothing had been paid from the reserve.				
Occupancy Tax Reserve	$764,234.95 to CVB in 2025 and $614,137.26 in 2026; $20,588.08 County admin in 2024, $84,914.99 in 2025 and $68,237.47 in 2026.				

OFFICE OF THE COUNTY ADMINISTRATOR

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County Administrators
Monthly Report for October 2024

November 4, 2024

1. **Personnel**
   a. Department Head annual evaluations
   b. Staffing is still an issue in most Departments with approximately 43 vacancies County wide.

2. **Sales Tax**
   a. 2023 total sales tax was $39,224,353.87 which represented a .14% increase over 2022. The second quarter was up 4.3% from last year.
   b. YTD 2024 sales tax is up 2.4% compared to the same period last year. October 2024 compared to October 2023 is down by .4%

3. **Mental Health Building**
   a. Site work (grade work, storm water hookups and asphalt binder) is complete until after the building is finished.
   b. General Manager and contractors are onsite and work has begun.

4. **Courthouse**
   a. Courthouse dome/cupola pricing has come in well over anticipated. Looking at alternative s.
   b. East/West entrance renovations will be handled in-house by the Highway Department starting with the West entrance this winter.

5. **Opioid Settlement Funds**
   a. Approximately $75k over three years will be used for the Code Blue shelter when temperatures rise above the mandated level.

6. **Strategic Plan Update**
   a. The draft plan has been provided to Legislators and to the public for review and comment. The plan is to have the Legislature adopt the final plan at Session on December 19, 2024.

7. **Budget 2025**
   a. The public hearing for the tentative budget was held October 24, 2024.
   b. Possible amendments are still being considered at committee meetings to be presented at the November 12th Finance and Administration meeting.
   c. No amendments to the Tentative Budget have been approved yet.
   d. The Legislature is planning to vote on the budget at Session on November 21, 2024

   e. The tentative County budget uses the following:

County Tax Levy:	$40,546,275	An increase of 3.25%
Sales Tax revenue:	$40,000,000	County portion $21,375,000
Sales Tax Off The Top diversion of Jail reserve money: $ 1,000,000		
General Fund:	$ 2,508,470.77	
Retirement Reserves:	$ 600,000	

The tentative budget includes a property tax levy of $40,546,275. This is a 3.25% increase over the 2024 property tax levy. The tentative 2025 budget does stay within the New York State mandated tax cap. This year Cortland County's tax cap growth factor allows for an increase in the tax levy with carryover from 2024 of 3.64%. The average County tax rate would be $14.486102 per $1,000 of assessed value which is an 11% decrease over the 2024 tax rate of $16.087488.