Judiciary & Public Safety Committee

Committee Meeting

~ Minutes ~

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

Thursday, January 9, 2025 **9:00 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Sandra Price

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County	Committee Member	Present	
Cathy Bischoff	Cortland County	Committee Member	Present	
Mitchel Eccleston	Cortland County	Committee Member	Present	
Christopher Newell	Cortland County	Committee Member	Present	
Jason Prentice	Cortland County	Committee Member	Present	
Eugene Waldbauer	Cortland County	Committee Vice-Chair	Present	
Sandra Price	Cortland County	Committee Chair	Present	
Kevin Fitch	Cortland County	Chair of the Legislature	Present	
Savannah Hempstead	Cortland County	Clerkof the Legislature	Present	
Rob Corpora	Cortland County	County Administrator	Present	
Nicole Albro	Cortland County	Probation Director	Present	
Kevin Whitney	Cortland County	Deputy Fire Coordinator	Present	
Courtney Metcalf	Cortland County	Dep. Director of Emergency Response & Comm.	Present	
Scott Roman	Cortland County	Director of Emergency Response and Communications	Present	
Denise Bushnell	Cortland County	Coroner	Present	
Mark Helms	Cortland County	Sheriff	Present	
Chad Burhans	Cortland County	Undersheriff	Present	
Kevin Jones	Cortland County	Public Defender	Present	
Michael Cardinale	Cortland County	Assigned Counsel Plan Administrator	Present	
Melanie Vilardi	Cortland County	Deputy County Administrator	Present	
Morgan	Cortland	Grants Administrator	Present	

Spaulding	County			
Reed Cleland	Cortland County	Legislator	Present	
William McGovern	Cortland County	Legislator	Present	
Ronald J. Van Dee	Cortland County	Legislator	Present	
Doug Schneider	Cortland Standard	Reporter	Present	
Ashley Millard	Cortland County	Deputy Clerk of the Legislature	Remote	
Jason DeRaiche	Cortland County	Safety Director	Remote	
Carlita Withers	Cortland County	Deputy Director if Finance	Remote	
Andrea Herzog	Cortland County	Director of Finance	Remote	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Dec 5, 2024 9:00 AM

RESULT:	**APPROVED**

RESOLUTIONS

AGENDA ITEM NO. 1 – Award Bid/Preventative Maintenance Agreement - Breathing Air Stations

RESULT:	**APPROVED [UNANIMOUS]** **Next: 1/23/2025 6:00 PM**
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Christopher Newell, Committee Member
AYES:	Bentley, Bischoff, Eccleston, Newell, Prentice, Waldbauer, Price

ON MOTION OF PRICE **RESOLUTION NO.**

Award Bid/Preventative Maintenance Agreement - Breathing Air Stations

WHEREAS, a Request for Proposals (RFP) was issued on November 13, 2024 for two Breathing Air Stations for the County's Department of Emergency Response & Communications, and such bids were due and received by the Clerk of Legislature on December 11, 2024; AND

WHEREAS, funding was received from New York State, and approved by Resolution No. 76-24, under a Community Resiliency, Economic Sustainability, and Technology Program (CREST) grant sponsored by New York State Senator Lea Webb's office in the amount of $200,000 for two breathing air stations, with one to be installed at the County's Regional Training Center, and one to be installed at the Marathon Fire Station; AND

WHEREAS, bids were received from the following:

Sherman Air Services $180,625.26
PO Box 388
Norwich, NY 13815

Jerome Fire Equipment $207,780.63

8721 Caughdenoy Road
Clay, NY 13041

; AND

WHEREAS, the bids were evaluated by New York State and County Fire Instructors to determine whether they met the specifications of the RFP and compared to identify the company that represents the lowest responsible bidder; AND

WHEREAS, upon review, it is recommended to award the bid to Jerome Fire Equipment; AND

WHEREAS, the balance of needed funding in the amount of $7,780.63 will come from the County's Emergency Management Department. A3410; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature awards the contract to Jerome Fire Equipment as the bid was determined to be in the best interest of the County based on the evaluation performed; AND BE IT FURTHER

RESOLVED, that Cortland County Legislature awards an annual preventative maintenance agreement, as specified in the request for proposals, with Jerome Fire Equipment for the safe upkeep, maintenance and air quality testing of the breathing air stations in the amount of $4,450, budgeted for in 2025 in account A34105.54015; AND BE IT FURTHER

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, be and hereby is authorized to enter into an agreement with Jerome Fire Equipment, 8721 Caughdenoy Road, Clay, NY 13041, effective January 24, 2025 in the amount of $207,780.63 for the purchase of two breathing air stations with the preventative maintenance option for one year in the amount of $4,450 per year with an option to extend the preventative maintenance for an additional two one-year terms.

AGENDA ITEM NO. 2 – Authorize Agreement with Emergency Medical Physicians - County Coroner

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 1/23/2025 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Christopher Newell, Committee Member
AYES:	Bentley, Bischoff, Eccleston, Newell, Prentice, Waldbauer, Price

ON MOTION OF PRICE **RESOLUTION NO.**

Authorize Agreement with Emergency Medical Physicians - County Coroner

WHEREAS, a Coroner's Physician is required to sign a death certificate, or if it is necessary to have an autopsy done on any death in which a certificate has not been signed; AND

WHEREAS, it is the wish of the County Coroner's Office and the Judiciary and Public Safety Committee to authorize additional Coroner's Physicians to sign death certificates for a fee not to exceed $125 per signature (A11855.54055); NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee and subject to appropriation of funding by the Legislature, is hereby authorized and directed to enter into an agreement with Emergency Medical Physicians of Cortland, PLLC, 134 Homer Ave., Cortland, NY 13045 for the purpose of signing death certificates in the absence of the duly appointed Coroner's Physician for a term beginning January 1, 2025 and expiring December 31, 2027.

AGENDA ITEM NO. 3 – Authorize Contract - 911 Center Medical Director

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 1/23/2025 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Christopher Newell, Committee Member
AYES:	Bentley, Bischoff, Eccleston, Newell, Prentice, Waldbauer, Price

ON MOTION OF PRICE **RESOLUTION NO.**

Authorize Contract - 911 Center Medical Director

WHEREAS, Cortland County's Department of Emergency Response and Communications operates an emergency medical dispatching program that provides lifesaving pre-arrival medical instructions to 911 callers in need; AND

WHEREAS, the County's emergency medical dispatching program requires a medical physician to provide oversight, advisement and consent on certain criteria within the medical dispatching program; AND

WHEREAS, Cortland County previously contracted with Dr. David Wurtz, of Guthrie Medical, for the role of oversight and advisement of the County's emergency medical dispatching program; AND

WHEREAS, a 2025 goal of the County's 911 center is accreditation as a center for excellence in medical dispatching requiring significant involvement in the role of the participating physician; AND

WHEREAS, Cortland County has an established relationship with Dr. Darshan Patel, MD, approved by Resolution No. 200-24, and Dr. Patel has expressed interest in participating in the County's 911 center accreditation process; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee as to form and subject to any appropriation of funding by the Legislature, be and hereby is authorized to execute an agreement with Dr. Darshan Patel, MD in the amount of $13,500 to be paid for from account A30205.54055 for three year contract term beginning on or after February 1, 2025 and ending on or before January 30, 2027.

DISCUSSION ITEMS

1. Cardiac Call Recognition

RESULT:	**COMPLETED**

MONTHLY REPORTS

1. New York State Emergency Medical Services Report

RESULT:	**COMPLETED**

2. District Attorney Monthly Report

RESULT:	**COMPLETED**

3. Assigned Counsel Monthly Report

RESULT:	**COMPLETED**

4. Probation Monthly Report November 2024

RESULT:	**COMPLETED**

5. Public Defender Monthly Report

RESULT:	**COMPLETED**

EXECUTIVE SESSION

It was MOVED by Ms. Bischoff, seconded by Mr. Prentice, and unanimously approved by voice vote of members present, to enter into an executive session for discussions regarding matters which will imperil public safety if disclosed, with Melanie Vilardi, Savannah Hempstead, Rob Corpora, Mark Helms, Chad Burhans and Victoria Monty permitted to stay in the room. MOTION CARRIED.

An executive session was held from 9:30 a.m. to 10:02 a.m., at which time on motion of Mr. Bentley, seconded by Ms. Bischoff, it was unanimously approved by voice vote to exit executive session.

ADJOURNMENT

The meeting was closed at 10:02 AM

Judiciary & Public Safety Committee

Committee Meeting

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

~ Minutes ~

Thursday, December 5, 2024 **9:00 AM** **Room 302**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Sandra Price

Attendee Name	Organization	Title	Status	Arrived
Kris Valentine Behnke	Cortland County, NY	Committee Member	Present	
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Reed Cleland	Cortland County, NY	Committee Member	Present	
Mitchel Eccleston	Cortland County, NY	Committee Member	Excused	
Christopher Newell	Cortland County, NY	Committee Member	Present	
Eugene Waldbauer	Cortland County, NY	Committee Vice-Chair	Present	
Sandra Price	Cortland County, NY	Committee Chair	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Savannah Hempstead	Cortland County, NY	Clerkof the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Patrick Perfetti	Cortland County, NY	District Attorney	Present	
Courtney Metcalf	Cortland County, NY	Dep. Director of Emergency Response & Comm.	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Denise Bushnell	Cortland County, NY	Coroner	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Nick Lynch	Cortland County, NY	Jail Administrator	Present	
Chad Burhans	Cortland County, NY	Undersheriff	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
William McGovern	Cortland County, NY	Board Member	Present	
Trish Hansen	Cortland County,	TLC	Present	

	NY			
Morgan Spaulding	Cortland County, NY	Grants Administrator	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Nicole Albro	Cortland County, NY	Probation Director	Present	
Ashley Millard	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Jason DeRaiche	Cortland County, NY	Safety Director	Remote	
Nicole Compton	Cortland County, NY	Paralegal	Remote	
Doug Schneider	Cortland Standard	Reporter	Remote	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Nov 7, 2024 9:00 AM

RESULT:	**APPROVED**

RESOLUTIONS

AGENDA ITEM NO. 1 – Appoint Members - Traffic Safety Board

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 12/19/2024 6:00 PM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Behnke, Bentley, Cleland, Newell, Waldbauer, Price
EXCUSED:	Mitchel Eccleston

ON MOTION OF PRICE **RESOLUTION NO.**

Appoint Members - Traffic Safety Board

WHEREAS, pursuant to Article 43 §1672 of Vehicle and Traffic Safety Laws, Local Law No. 4 for the Year 1971 of the Cortland County Legislature established a Cortland County Traffic Safety Board; AND

WHEREAS, Local Law No. 3 for the Year 1978 amended Local Law No. 4 for the Year 1971 and established the membership of the Board is appointed by the Cortland County Legislature; NOW THEREFORE BE IT

RESOLVED, that the following members be and hereby are appointed to serve the terms as listed below:

Name	Organization	Address	Term Expiration
Mark Helms	Cortland County Sheriff	54 Greenbush Street Cortland, NY 13045	12/31/27
Robert Pitman	Village of Homer Police	43½ James Street Homer,	12/31/27

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	Chief	NY 13077	
Melissa Potter	Community Member	60 Central Avenue Cortland, NY 13045	12/31/27
Cheyenne Cute	Cortland City Police Department	25 Court Street, Cortland, NY 13045	12/31/27
Courtney Metcalf	Deputy Director of Emergency Response & Communications	22 West Court St, Cortland, NY 13045	12/31/2027

AGENDA ITEM NO. 2 – Appoint Fire Advisory Board Members

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 12/19/2024 6:00 PM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Eugene Waldbauer, Committee Vice-Chair
AYES:	Behnke, Bentley, Cleland, Newell, Waldbauer, Price
EXCUSED:	Mitchel Eccleston

ON MOTION OF PRICE **RESOLUTION NO.**

Appoint Fire Advisory Board Members

WHEREAS, pursuant to a resolution dated December 18, 1950, which established the Cortland County Fire Advisory Board under the provisions of Article 10, Section 209-K of the General Municipal Law for the purpose, among other things, to develop and maintain programs for fire training and mutual aid in case of fire and other public emergencies in which the fire service would be used; AND

WHEREAS, Article 3, Section 4 of the Cortland County Fire Advisory Board By-Laws state that the term of each member be one year; NOW THEREFORE BE IT

RESOLVED, that the following persons be and hereby are appointed to the Cortland County Fire Advisory Board, to serve without compensation for a term beginning January 1, 2025 and expiring December 31, 2025:

Jason Durney	Cincinnatus FD	5746 Deerpath Lane. Cincinnatus, NY 13040
Richard Allen Sr.	Cortland FD	35 Garfield Street, Cortland, NY 13045
Derek Reynolds	Cortland FD	87 Greenbush Street, Cortland, NY 13045
Wayne Friedman	Cortland FD	2151 Ames Rd., Cortland, NY 13045
Michael Biviano	Cortlandville FD	4361 Meadow Lane Cortland, NY 13045
Kevin Whitney	Cortlandville FD	3689 Delaware Avenue, Cortland, NY 13045
Adam Daley	Cuyler FD	6553 W. Keeney Road, Truxton, NY 13158
Justin Scott	Harford FD	769 Rte. 221, Harford, NY 13784
Mahlon Irish Jr.	Homer FD	32 Center Street, Homer, NY 13077
Michael Niehus	Homer FD	2 Brentwood Drive, Homer, NY 13077
John Ryan Jr.	Homer FD	5449 Mead Road, Homer, NY 13077
Larri Leet	Marathon FD	1171 Salt Road, Marathon, NY 13803
Matthew Mauser	Marathon FD	3177 Krill Road, Marathon, NY 13803
Thomas Heller	McGraw FD	28 W Center Street, McGraw, NY 13101
Andrew Harvey	McGraw FD	3783 Clinton Street Ext., McGraw, NY 13101
Jeff Griswold	Preble FD	6903 Route 281, Preble, NY 13141
Darwin Smith	Truxton FD	3760 State Route 13, Truxton, NY 13158

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Timothy McCall	Truxton FD	3699 State Route 13, P.O. Box 13, Truxton, NY 13158
Adam Brown	Virgil FD	1291 Route 392, Cortland, NY 13045
Jereme Stiles	Virgil FD	1336 Route 392, Cortland NY 13045
Ryan McGowan.	Willet FD	649 Route 41, Willet, NY 13863

; AND BE IT FURTHER

RESOLVED, that Chairman of the 2025 Legislature will appoint a Legislative Representative who shall be a non-voting representative and legislative liaison that shall periodically report activities of the Fire Advisory Board to the Judiciary and Public Safety Committee.

AGENDA ITEM NO. 3 – Amend Resolution No. 131-05/Appoint Members - Criminal Justice Advisory Board

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 12/19/2024 6:00 PM
MOVER:	Eugene Waldbauer, Committee Vice-Chair
SECONDER:	Reed Cleland, Committee Member
AYES:	Behnke, Bentley, Cleland, Newell, Waldbauer, Price
EXCUSED:	Mitchel Eccleston

ON MOTION OF PRICE **RESOLUTION NO.**

Amend Resolution No. 131-05/Appoint Members - Criminal Justice Advisory Board

WHEREAS, Resolution No. 131-05 created the Cortland County Criminal Justice Advisory Board; AND

WHEREAS, New York State Executive Law § 261 requires that "every advisory board established for the purposes of this article shall include the following persons or their representatives", as defined in § 261 of New York State Executive Law:

a. County court judge, as appointed by the administrative judge for that county; in cities with population of one million or more, a Supreme Court judge, as appointed by the administrative judge for that city;
b. Police court, district court, town court or village court judge, as appointed by the administrative judge of that county; in cities with a population of one million or more, a criminal court judge, as appointed by the administrative judge for that city;
c. The district attorney; in cities with a population of one million or more, the district attorney shall be selected by the district attorneys of the five boroughs to represent their joint views;
d. A representative of each of the agencies providing legal services to those unable to afford counsel in criminal cases, not to exceed two;
e. County legislator or member of the county board of supervisors or, in cities of one million of more, city councilman who chairs a public safety committee, or the committee best designed to deal with this subject, should such a committee exist;
f. County director of probation; in cities with a population of one million or more, the commissioner of the department of probation;
g. Chief administrative officer;
h. A representative of local police agencies, other than the chief administrative officer, selected by the heads of all such agencies to represent their joint views; in cities with a population of one million or more, the police commissioner;
i. Representative of a private organization operating within a county who has experience and involvement in alternatives to incarceration programs or pre-trial service programs,

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as designated by the county executive;
j. Ex-offender and a crime victim, each designated by the county executive;
k. County executive;
l. The director of community services as defined in section 41.03 of the mental hygiene law; and
m. An individual within a county who provides state certified alcohol and/or substance abuse treatment programs or services.

; AND

WHEREAS, you must have at least eight (8) members from letters a-m; AND

WHEREAS, the Cortland County Criminal Justice Advisory Board Bylaws allow for additional (non-required) members as follows:

n. An Alternatives to Incarceration staff member;
o. A representative from Catholic Charities;
p. The Drug Court Coordinator;
q. At least two (2) representatives from local police agencies other than the agency represented in Article III, Section 1(h) of these Bylaws;
r. The individual from the Sheriff's Department who serves as Jail Administrator;
s. A sociologist/criminologist from one (1) of the local colleges;
t. A local town or village justice

; AND

WHEREAS, Resolution No. 131-05 needs to be amended to reflect the corrected membership requirements; AND

WHEREAS, the Cortland County Legislature is required by Article III, Section 2 of the Criminal Justice Advisory Board Bylaws to make all appointments to the Board; NOW THEREFORE BE IT

RESOLVED, that Resolution No. 131-05 be and hereby is amended to reflect the membership as outlined above; AND BE IT FURTHER

RESOLVED, that the following individuals are hereby appointed to the Criminal Justice Advisory Board for the duration of their respective terms of office or position, or until they resign from the board:

Name	Capacity	Title
Albro, Nicki	f	Cortland County Probation Director
Campbell, Hon. Julie	a	Cortland County Judge
Cardinale, Michael	d	Assigned Counsel Plan Administrator
Corpora, Rob	k	County Administrator
Gould, James	q	Assistant Zone Commander, NYSP
Helms, Mark	h	Cortland County Sheriff
Jones, Kevin	d	Public Defender
Lynch, Nick	r	Jail Administrator
Mathey, Hon. Mary Beth	t	Cortlandville Town Justice
McDermott, Melissa	o	Director of Community Services, Catholic Charities
Nedza, Julie	p	Drug Court Coordinator
Neufang, Susan	m	Treatment Provider- SRS
Ochs, Scott	s	Criminologist/Academia member
Perfetti, Patrick	c	Cortland County District Attorney

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Pitman, Robert	q	Chief of Homer Police
Price, Sandy	e	Chair of Judiciary & Public Safety Committee
Schaap, Patricia	l	Director of Community Services
Shippey, Brianne	n	ATI Officer
Ukleya, Mari	i	Director of Adult Education, OCM BOCES

; AND BE IT FURTHER

RESOLVED, that the County Administrator, or his/her duly designated representative, shall serve as the Chairperson of the Board.

AGENDA ITEM NO. 4 – Setting Rates for Counsel at First Appearance (CAFA) and Related Services in Cortland County Under the Centralized Arraignment Part (CAP) - Assigned Counsel

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 12/19/2024 6:00 PM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Eugene Waldbauer, Committee Vice-Chair
AYES:	Behnke, Bentley, Cleland, Newell, Waldbauer, Price
EXCUSED:	Mitchel Eccleston

ON MOTION OF PRICE **RESOLUTION NO.**

Setting Rates for Counsel at First Appearance (CAFA) and Related Services in Cortland County Under the Centralized Arraignment Part (CAP) - Assigned Counsel

WHEREAS, Cortland County participates in the Centralized Arraignment Part (CAP), which streamlines the arraignment process by holding scheduled arraignments at designated times to ensure timely legal representation for defendants; AND

WHEREAS, the CAP model provides critical support for compliance with constitutional requirements for Counsel at First Appearance (CAFA); AND

WHEREAS, the Cortland County Legislature has reviewed the compensation structure for attorneys providing services under the CAP to ensure fair and consistent payment for these essential services; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby adopts the following rate structure for services rendered under the Centralized Arraignment Part (CAP) and related proceedings, effective immediately:

Arraignment Type	**Fee**
Regular CAP Session (Friday PM, Saturday AM, Saturday PM, Sunday AM, Sunday PM)	$400 each session
Holiday CAP Session	$475 each session
On-Call with No Arraignments	$200 each session
CAP Coverage for Public Defender conflicts (not on call)	$250
Monday Morning City Court Arraignments (DAT's)	$300
Parole Recognizance Hearings	$250

; AND BE IT FURTHER

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RESOLVED, that mileage reimbursement for attorneys traveling to the listed proceedings shall be paid at the annual mileage rate set by the Internal Revenue Service (IRS) for the applicable year; AND

RESOLVED, that the rates outlined above apply to attorneys providing representation for arraignments conducted under the Counsel at First Appearance (CAFA) for the CAP for Cortland County; AND BE IT FURTHER

RESOLVED, that all of the rates for Counsel at First Appearance (CAFA) and related services, including mileage reimbursement, shall be paid by the Hurrell-Harring (HH) Grant, which funds these legal services for the County; AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature shall notify the Assigned Counsel Program Administrator of this rate structure; AND BE IT FURTHER

RESOLVED, that these rates shall remain in effect until amended by the Cortland County Legislature.

AGENDA ITEM NO. 5 – Set Rate for 1027 Hearings - Assigned Counsel

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 12/19/2024 6:00 PM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Kris Valentine Behnke, Committee Member
AYES:	Behnke, Bentley, Cleland, Newell, Waldbauer, Price
EXCUSED:	Mitchel Eccleston

ON MOTION OF PRICE **RESOLUTION NO.**

Set Rate for 1027 Hearings - Assigned Counsel

WHEREAS, Cortland County incurs a $250 fee per Section 1027 Family Court proceedings for the appointment of attorneys, ensuring compliance with the Family Court Act; AND

WHEREAS, this fee is critical to supporting timely and effective legal representation in Family Court matters, which is mandated by state law; AND

WHEREAS, the Cortland County Legislature has reviewed the funding source and payment process for these fees to ensure proper allocation of resources; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the payment of a $250 fee for services rendered under Section 1027 Family Court proceedings, effective immediately; AND BE IT FURTHER

RESOLVED, that payment for these services shall be made from Account Line A11755.54055 - Professional Services; AND BE IT FURTHER

RESOLVED, that all fees for Section 1027 Family Court proceedings shall be paid in accordance with the approved County budget; AND BE IT FURTHER

RESOLVED, that these provisions shall remain in effect until amended by the Cortland County Legislature.

Minutes Acceptance: Minutes of Dec 5, 2024 9:00 AM (MINUTES)

DISCUSSION ITEMS

MONTHLY REPORTS

1. District Attorney Monthly Report

RESULT:	COMPLETED

2. Probation Monthly Report

RESULT:	COMPLETED

ADJOURNMENT

The meeting was closed at 9:34 AM

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR **AGENDA ITEM NO. 1**

Award Bid/Preventative Maintenance Agreement - Breathing Air Stations

WHEREAS, a Request for Proposals (RFP) was issued on November 13, 2024 for two Breathing Air Stations for the County's Department of Emergency Response & Communications, and such bids were due and received by the Clerk of Legislature on December 11, 2024; AND

WHEREAS, funding was received from New York State, and approved by Resolution No. 76-24, under a Community Resiliency, Economic Sustainability, and Technology Program (CREST) grant sponsored by New York State Senator Lea Webb's office in the amount of $200,000 for two breathing air stations, with one to be installed at the County's Regional Training Center, and one to be installed at the Marathon Fire Station; AND

WHEREAS, bids were received from the following:

Sherman Air Services PO Box 388 Norwich, NY 13815	$180,625.26
Jerome Fire Equipment 8721 Caughdenoy Road Clay, NY 13041	$207,780.63

; AND

WHEREAS, the bids were evaluated by New York State and County Fire Instructors to determine whether they met the specifications of the RFP and compared to identify the company that represents the lowest responsible bidder; AND

WHEREAS, upon review, it is recommended to award the bid to Jerome Fire Equipment; AND

WHEREAS, the balance of needed funding in the amount of $7,780.63 will come from the County's Emergency Management Department. A3410; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature awards the contract to Jerome Fire Equipment as the bid was determined to be in the best interest of the County based on the evaluation performed; AND BE IT FURTHER

RESOLVED, that Cortland County Legislature awards an annual preventative maintenance agreement, as specified in the request for proposals, with Jerome Fire Equipment for the safe upkeep, maintenance and air quality testing of the breathing air stations in the amount of $4,450, budgeted for in 2025 in account A34105.54015; AND BE IT FURTHER

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, be and hereby is authorized to enter into an agreement with Jerome Fire Equipment, 8721 Caughdenoy Road, Clay, NY 13041, effective January 24, 2025 in the amount of $207,780.63 for the purchase of two breathing air stations with the preventative maintenance option for one year in the amount of $4,450 per year with an option to extend the preventative maintenance for an additional two one-year terms.

SHERMAN AIR SERVICES, LLC
PO Box 388
Norwich NY 13815
Phone 607-343-3467

December 10th, 2024

To whom it may concern:

Sherman Air Services, LLC started in 2015, operating as a sole proprietor, primarily servicing breathing air systems. The LLC was formed in 2017 when business grew, we began to service all makes of breathing air systems and offered new units for sale as well. As the fire service demands shifted, we took on new roles to provide a quality service to our customer base. In 2020, Sherman Air Services LLC was the first in the country to design, build, and put in service a mobile ultrasonic testing machine. This gave us the ability to test large steel cascade type cylinders on site, while using a non-destructive testing method. Furthering our service line, earlier this year, Sherman Air Services, LLC purchased a mobile hydrotesting unit. This unit allows for us to hydrotest SCBA cylinders and the like on site, eliminating long turn around times, further meeting our customers needs.

Our customers come first. As a family owned and operated business, who are also all involved in emergency service, we understand that the industry is unique. With this said, we ask our customers to reach out at any time for troubleshooting or assistance. We pride ourselves in prompt, fair service.

Sherman Air Services, LLC is grateful for the opportunity to provide the following bid to your organization for two (2) Mako BAM07HE3 Breathing Air Module compressor packages, each including a 5 year warranty.

Description of Work:
Provide and Install (2) two, 6000 PSI breathing air systems at the following addresses:

1.) One at Cortland County Regional Training Center, 999 State Route 13, Cortland NY 13045
2.) One at Marathon Fire Department, 2 Peck Street, Marathon NY 13803
    a. Existing unit to be removed and disposed of.

Installation, start-up, initial air testing, and training shall be provided. Station electrical work is not in the scope of work. Sherman Air Services LLC will connect the compressor to the provided wall mounted disconnect switch.

Delivery of the equipment will be approximately 12 weeks from the submission of a signed purchase order. Installation date would be at the agreement of the customer and Sherman Air Services.

Sincerely,

Mathew Sherman
Owner
Sherman Air Services, LLC

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Product Safety and Quality
Mechanical and Machinery Services

TÜVRheinland®
Precisely Right.

Ryan Rosenberg
Email: rrosenberg@us.tuv.com

August 31, 2018

Issued To:

Gardner Denver – Industrial
1800 Gardner Expressway
Quincy, IL 62305

Witness Testing

TUV File Number:	31872212.002
Equipment Type:	SCBA Fill Station
Serial Number(s):	1) D181657; 2) D181656; 3) D181653
Model Number(s):	Mako 1) MSCFS3; 2) MSCFS2; 3) SSCSF3
Standard(s):	**NFPA 1901: 2016** "Standard for Automotive Fire Apparatus" **Clause 24.9** "SCBA or SCUBA Air Cylinder Fill Station"
Test Description:	Cylinder burst per Clause 24.9.6 of NFPA 1901
Test Location:	Gardner Denver – Industrial 1800 Gardner Expressway Quincy, IL 62305
Test Date:	2018/08/20 – 2018/08/21
Test Report No.:	31872212.001

On August 20-21, 2018 TUV Rheinland of North America (TUVR NA) conducted witness testing at the facility under the heading "Test Location" above.

The above referenced SCBA Fill Station has been witness tested for compliance with the tests listed in Clause 24.9.6 of NFPA 1901 and found to be in compliance with the requirements of the standard. See below pages for further details.

Witnessed By:

Ryan Rosenberg
Test Engineer

Reviewed By:

Ryan Braman
Senior Engineer

TUV Rheinland
of North America, Inc.
Chicago Office

2100 Golf Road, Suite 300
Rolling Meadows, IL 60008

Tel 847-640-5700
Fax 847-640-5702
Email info@us.tuv.com

North American Headquarters

12 Commerce Road
Newtown, CT 06470

Tel 203-426-0888
Fax 203-426-4009
Toll Free TUV-RHEINLAND
Web www.tuv.com

Member of
TÜV Rheinland Group

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All the criteria set in NFPA 1901-2016 Section 24.9 were successfully met, including:

- The SCBA cylinder was of composite design and 111 SCF in size. The exploding pressure was not less than 5500 psi. (Section 24.9.6.1.1)
- All fragments of the tested SCBA cylinder were contained by the fill station. (Section 24.9.6.2 (1))
- The adjacent chamber(s) contained an identical SCBA cylinder that was undamaged by the rupture. This was verified post-test. (Section 24.9.6.2 (2))
- The air-concussive release was directed away from the operator. (Section 24.9.6.2 (3))

Note: On Aug 21, 2017, model SSCFS2-4 with serial number D165480 also produced passing test results -- Ref: file number 31772405.001 and 31772405.002

~End of Letter~

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: Matthew [illegible] Date: 12/6/24

Title: Owner

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

QUOTE

SHERMAN AIR SERVICES, LLC
PO Box 388
Norwich NY 13815
Phone 607-343-3467

DATE: 12/6/2024

TO:
Cortland County Emergency Response and Communications

FOR: BREATHING AIR SYSTEM

P.O. #

Module I
Mako model BAM07HE3 Breathing Air Module compressor package including:

- Four stage, air-cooled compressor (20.7 cfm @ 6000 psi)
- 15 Horsepower electric motor (230V/60Hz/ 3 phase)
- UL listed electric panel
- Direct online IEC starter package
- PLC controller
- Instrumentation / controls:
- High air temperature switch
- Low oil pressure switch
- Start/stop air pressure switch for 5500 PSI
- Maintenance timer
- Overtime timer
- Separator cycle counter
- Gauge panel including:
- Hour meter
- High air temperature warning light
- Low oil pressure warning light
- High air pressure light
- Emergency stop button
- MK5C purification system (processes 82,000 cf w/ a 70 F inlet)
- CMM (CO Monitor & Moisture Monitor)
- Automatic condensate drain with muffler reservoir
- Enclosed, insulated, vertical cabinet
- Hinged access door in front
- Removable, hinged access doors on sides
- ¼" JIC male outlet fitting
- Weight: 1193 lbs.

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Module II
Mako model TM5004 Air Storage system including:

- Four 6000 psi ASME cylinders with service valve and burst disc (491 cf each @ 6000 psi)
- Self-standing inline vertical rack
- Interconnecting hardware
- Weight: 1627 lbs.

Module III
Mako model SSCFS3-4HP Three position, SCBA/Scuba, containment fill station including:

- Three position, front loading, containment fill station capable of holding a 120 cf 3500 psi Scuba cylinder
- Latching front door with safety interlock
- Three fill whips with isolation valves, bleed valves and SCBA fill adapters
- Three fire to Scuba fill adapters
- Fill panel including:
  - Regulator with inlet and outlet gauges
  - Safety relief valve on outlet of regulator set at 4700 psi
  - One fill control valve and gauge
  - Four bank cascade control with “to” and “from” valves
  - Bypass valve
  - Un-regulated auxiliary outlet with valve on rear (hose reel control)
  - Embedded silk screen air flow schematic
  - Weight: 1590 lbs.

Modular Integration Kit

- Bolt-on guide pieces to assist in attaching components together
- Removable center module on casters with 75 ft. hose reel
- Crown molding
- Hardware

CGA347 To MSA Adaptor (x3)
CGA347 To SCUBA Adaptor (x3)

5 Year warranty for each unit (see attached warranty flyer)

Total Price Per Unit: $90,312.63

Total unit Quantity: 2

Total Price: $180,625.26

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Option 1:

1 year of Quarterly Air Monitoring & Annual Preventative Maintenance: $2,270 Per Unit ($4,540)

3 Years of Quarterly Air Monitoring & Annual Preventative Maintenance: $6,810 per unit ($13,620)

5 Years of Quarterly Air Monitoring & Annual Preventative Maintenance: $11,350 Per unit ($22,700)

Exceptions / Clarifications

- The breathing air compressor system shall ship in four (4) separate pieces and will be assembled into an integrated unit at the time of installation. Shipping the system in separate pieces has the following advantages:
  - Easier to off-load and install.
  - Components can be replaced individually. For example if an SCBA ruptures inside the fill station, the fill station can be replaced instead of the whole unit.
- The purification system shall consist of two (2) 27" chambers similar to the Bauer unit specified but we do not over rate the processing capability when adding a moisture monitor.
- The purification system shall process 82,000 cubic feet of air with a 70º F inlet temperature.
- The compressor crankcase shall be constructed for cast iron in lieu of Aluminum for more longevity.
- A 15 horsepower ODP motor shall be supplied in lieu of a TEFC motor.
- The compressor shall include a PLC controller to monitor the following functions:
  - Auto drain timers
  - Oil pressure time delay
  - Overtime timer
  - Separator cycle counter
- The PLC controller will not have a multi-color touch screen.
- Compressor final pressure and oil pressure shall be displayed via pressure gauges in lieu of digitally displayed.
- Digital display of time to next ACD cycle will not be supplied.
- The auto drain reservoir will not have a full alarm.
- Leveling feet are not included.
- A 75 ft. hose reel shall be supplied in lieu of a 100 ft. hose reel. The center console on the MBAC package is limited to a 75 foot hose reel due to space restrictions.

Make all checks payable to Sherman Air Services LLC
Prices good for 60 Days
Signed PO Required for order placement

THANK YOU FOR YOUR BUSINESS!

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

SHERMAN AIR SERVICES, LLC

Mathew Sherman

Owner

P.O. Box 388, Norwich, NY 13815

Phone: (607) 343-3467

Email: Shermanairservicesllc@gmail.com

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement -

New York State Department of Taxation and Finance

Certificate of Authority

Identification number

82-1124917

(Use this number on all returns and correspondence)

VALIDATED

12/19/2017

Dept of Tax and Finance

SHERMAN AIR SERVICES LLC
154 CANASAWACTA TER
NORWICH NY 13815-3606

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
The certificate may not be photocopied or reproduced.

402010910009B 1DB8 - 3540635 P0000402 - 01 **DTF-17-A** (11/14)

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement -

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)'other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: 12/6/2024

Name: Mathew Sherman

Position: Owner

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

X I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: Sherman Air Services LLC

Date: 12/6/24

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
SHERMAN AIR SERVICES LLC
154 CANASAWACTA TER
NORWICH, NY 13815

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
607-343-3467

1c. Federal Employer Identification Number of Insured or Social Security Number
821124917

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Cortland County
60 Central Ave Ste 306
Cortland NY 13045

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL622937

3c. Policy effective period
10/01/2024 to 09/30/2025

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/5/2024 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Leston Welsh,Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

SHERAIR-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # PC-641046 Gates-Cole Associates Inc. PO Box 2009 Sidney, NY 13838-2009	CONTACT NAME: Denieka Kraft PHONE (A/C, No, Ext): (607) 563-2171 4227 FAX (A/C, No): E-MAIL ADDRESS: NicoleK@gatescole.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Argonaut Insurance Company — 19801
INSURED Sherman Air Services LLC 154 Canasawacta Terrace PO Box 388 Norwich, NY 13815	INSURER B : Preferred Mutual Insurance Company — 15024
	INSURER C : New York State Insurance Fund
	INSURER D : ShelterPoint Life Insurance Company — 81434
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			MFPK08561608	3/4/2024	3/4/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 100, $ 10, $ 1,000, $ 2,000, $ 2,000,
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PCA0100716336	1/7/2024	1/7/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		E 2524 198-5	10/1/2024	10/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100, $ 100, $ 500,
D	Group Disability-Sho			D622937	10/1/2024	9/30/2025	Per Statute	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Cortland County
60 Central Ave Ste 306
Cortland, NY 13045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Denieka Kraft

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Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

STANDARD WARRANTY POLICY
END USER

Document #: MK-STDWARREU-012014-Rev. A
Effective Date: January 1, 2014
Supersedes all previous versions

WARRANTY POLICY
END USERS

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

I. OVERVIEW

MAKO gives a Warranty on its products for the benefit of end users who purchase those products. MAKO also has a Warranty Service policy to support its Warranty. The Warranty Service policy is for the benefit of both end users and authorized MAKO Distributors/Contractors.

II. WARRANTY STATEMENT

MAKO warrants this product to operate in accordance with its specifications free from defects in material and workmanship, under normal conditions set forth in its Operating and Maintenance Manual for twenty-four (24) months from initial startup or thirty (30) months from shipment by MAKO, whichever period occurs first. Replacement parts are warranted to be free from defects in materials and workmanship for the remainder of the applicable original 24- or 30-month warranty period for the original product, or ninety (90) days from date of shipment by MAKO, whichever period occurs later.

The warranty does not cover operating failures caused by major accessories (e.g., motors, engines, hose reels, batteries) manufactured and separately warranted by their respective manufacturers, or electrical components; or failures of the product or any part if either has suffered damage due to abuse, accident, operation under abnormal conditions, or repair with parts or by persons not authorized or certified by MAKO.

MAKO's only obligation under the warranty is, at its option, to repair or replace any parts of MAKO manufacture which are determined by it to have become defective during the applicable warranty period, provided the warranty claim is made within thirty (30) days after the end of the applicable warranty period. This is the buyer/owner's exclusive and sole remedy for breach of the warranty.

Genuine MAKO OEM parts must be used for the duration of the warranty period. Failure to use genuine OEM parts will result in immediate warranty denial. Examples of OEM parts include but are not limited to: MAKO Blue S lubricant, purification cartridges, filter elements, auto condensate drain kits, test gas cylinders, etc.

The owner/user assumes all risks of any other direct, indirect, incidental or sub-sequential loss or damages, and no claim for any such loss or damages based on (i) breach of warranty, (ii) negligence, strict liability or other tort, or (iii) breach of contract, will be asserted by the owner/user or accepted by MAKO.

This warranty is made in lieu of the warranties or merchantability, fitness for particular purpose, and all other warranties, express or implied and may not be varied or extended except in writing by an authorized official of MAKO.

WARRANTY POLICY
END USERS

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

III. Products Coverage

The following MAKO products will carry our standard warranty coverage as stated above:

Compressors:
Breathing Air Module (BAM)
AirCharge Innovator (ACI)
Horizontal Breathing Air (HBA)
EconoAir (EA)
Modular Breathing Air Center (M-BAC)
Water-Cooled Package (WCP)
OEM Truck-Mount Package
MAKO Industrial Package
Bare Block

Fill Stations:
Stationary Fill Station (SCFS, SSCFS, HDCFS)
Mobile Fill Station (MCFS, MSCFS)
Oxygen Fill Station (OXY)

Air Storage Systems:
UN 4500/ 5000/ 6000
ASME 5000/6000
Cellular Rack System
Storage Rack

Accessory Products:
Wall-Mounted Carbon Monoxide (CO) Monitor
Wall-Mounted Carbon Monoxide and Moisture Monitor (CMM)
Air Purification System (Non-CE Marked & CE Marked)
Air Management Panel

MAKO5

5-YEAR EXTENDED WARRANTY

We've Got Your Back

5-YEARS, 1000 HOURS

The MAKO5 is offered exclusively to the municipal fire market, and it covers MAKO's full-line of stationary breathing air compressors, containment fill stations, air storage systems, and select accessory products.

PROGRAM SUMMARY & REQUIREMENTS

- Warranty coverage:
  - » Stationary Compressors:
    - Years 3-5 block and purification system, parts only
    - Models Covered:
      - Breathing Air Module (BAM)
      - AirCharge Innovator (ACI)
      - Horizontal Breathing Air (HBA)
      - EconoAir (EA)
      - Modular Breathing Air Center (M-BAC)
      - Water-Cooled Package (WCP)
      - OEM Truck-Mount Package
  - » Bare Block:
    - Years 3-5 block, parts only
- Semi-annual inspections and PM's must be performed by an authorized and certified distributor service technician
- Customer is required to use only genuine MAKO parts during the entire warranty period
- Compressor must be ran minimum 1-hour per week to ensure proper lubrication to all critical compressor block components

Maximize the benefits of your investment and have confidence knowing your MAKO breathing air system is...

- The best built, most reliable product on the market
- Backed by our comprehensive 5-year, 1000-hour warranty
- Serviced by our distributors' highly trained, highly-skilled technicians
- Maintained using only genuine, MAKO OEM parts

LIFE COMES WITH ENOUGH RISKS

THE AIR YOU BREATHE NEEDN'T BE ONE OF THEM.

Contact your local authorized MAKO distributor for complete program details

MAKO

MAKO Compressors
1301 North Euclid Ave.
Princeton, IL 61356
217-222-5400
217-224-7814
www.makocompressors.com

DISTRIBUTOR PARTNER

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Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Modular Breathing Air Center (M-BAC)

The customizable choice

The Modular Breathing Air Center complete air system solution can be created and modified according to your requirements. The package includes an air compressor, a containment fill station, and a storage rack.

Standard features:

- Your choice of Breathing Air Module (BAM) compressor (refer to the BAM Standard Features and Optional Equipment sections for details)
- Your choice of stationary SCBA or SCUBA Containment Fill Station (CFS) (refer to the Stationary CFS Standard Features and Optional Equipment sections for details)

Package:

- Vertical, in-line 4-bottle rack with up to (4) UN or ASME storage cylinders
- Center storage module
- Modular integration kit

Optional equipment:

- 50', 75' or 100' spring rewind hose reel

LEARN MORE REQUEST A QUOTE

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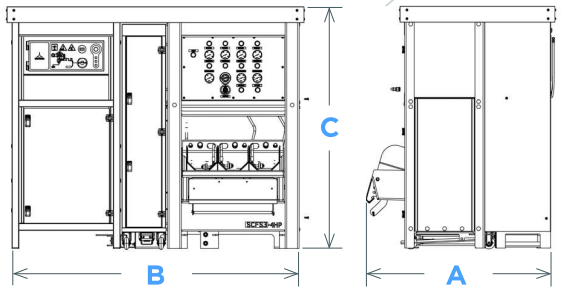
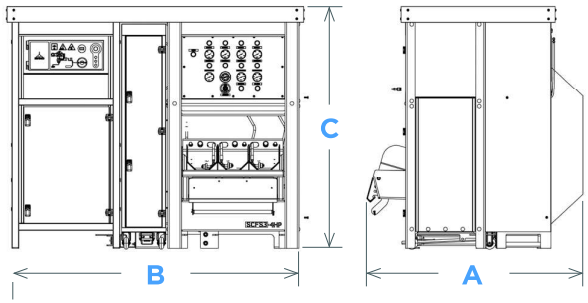
Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement -

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement -

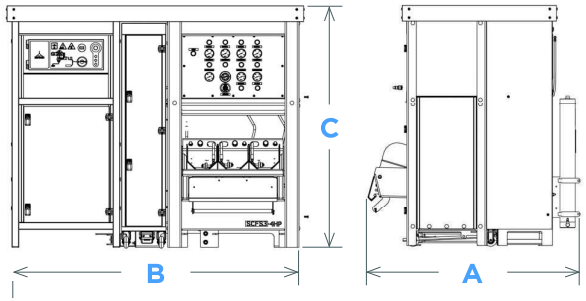
BAM04–BAM07(H)



BAM08(H)



BAM09(H)



Modular Breathing Air Center (M-BAC)

Technical Data

Model	Max Pressure		Stages	Charging Rate (0 - max pressure)			Compressor	Drive		Weight		Sound Level
	bar	psi		m^3/hr	l/min	cfm	rpm	kW	hp	kg	lb	dba
BAM04	350	5000	3	9.9	165	5.8	1300	4	5	461	1017	69
BAM05	350	5000	3	14.6	243	8.6	1300	5.5	7.5	471	1039	70
BAM06	350	5000	4	22.3	372	13.1	1340	7.5	10	526	1160	72
BAM07	350	5000	4	31.8	530	18.7	1800	11	15	541	1193	74
BAM08	350	5000	4	43	717	25.3	1530	15	20	576	1270	76
BAM09	350	5000	4	52	867	30.6	1800	18.5	25	592	1305	78
BAM06X	414	6000	4	16.7	278	10.2	1100	5.5	7.5	485	1070	72
BAM06H	414	6000	4	23.8	397	14	1340	7.5	10	526	1160	72
BAM07H	414	6000	4	35.2	587	20.7	1800	11	15	541	1193	74
BAM08H	414	6000	4	45.9	765	27	1530	15	20	576	1270	76
BAM09H	414	6000	4	56.4	940	33.2	1800	18.5	25	592	1305	78

Dimensions (A x B x C)

BAM with SCFS2 or SCFS3

Model	In	mm
BAM04–07H	45½ x 86 x 70	1156 x 2185 x 1778
BAM08–09H	52½ x 86 x 70	1334 x 2185 x 1778

BAM with SSCFS2 or SSCFS3

Model	In	mm
BAM04–07H	45½ x 90 x 70	1156 x 2286 x 1778
BAM08–09H	52½ x 90 x 70	1334 x 2286 x 1778

LEARN MORE

REQUEST A QUOTE

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EXHIBIT F – QUALIFICATION QUESTIONNAIRE

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address: Sherman Air Services LLC
   450 Inman Road, Norwich NY 13815
2. Normal Operating Hours:
   a. Weekdays 8 am to 5 pm
   b. Saturdays _____ am to _____ pm
   c. Sundays _____ am to _____ pm
   d. Holidays _____ am to _____ pm

   Available 24/7 via cell phone.
3. Number of Years in Business: 9
4. Firm History (attach additional pages as necessary): Began as a Sole proprietor in 2015 servicing Compressors, Formed LLC a few years later and began Selling Air Systems. We Now Sell & Service air System and do testing
5. Number of employees on your payroll: 7
6. Do any of your employees have any other special certifications or rating? Yes / (No)
   If yes, specify: _____
7. Do you have any special equipment that is available to service the County RFP? (Yes) / No
   If yes, specify: Mobile Hydrotesting & Mobile ultrasonic testing
8. What is the overall size of your facility? 40' x 60'
9. Do you have a locked, fenced and secured storage area? Yes / (No)
10. How far in advance must appointments be scheduled? 0
11. In case of emergency, will you accommodate the County with same day services when possible?
    (Yes) / No
12. Shop Distance from 60 Central Avenue, Cortland, NY 32 miles

In submitting this proposal, it is understood that the unrestricted right is reserved by the County in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has, it, in any manner, sought by collusion to secure for himself and advantage over any another bidder.

Mathew Sherman
PRINT NAME

SIGNATURE (Must be 50% Company Owner)

Owner
TITLE

12/6/24
DATE

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

CLINTON COUNTY
OFFICE OF EMERGENCY SERVICES
16 Emergency Services Drive ~ Plattsburgh, New York 12903
(P) 518-565-4791 ~ (F) 518-566-1202

Eric R. Day
Director

Kelly C. Donoghue
Assistant Director

Storm Treanor
EMS Coordinator

Shanna Davis
Principal Acct Clerk

Harrison Hobbs
Communication
Supervisor

December 6, 2024

Re: Sherman Air Services
Letter of Reference

To Whom It May Concern;

Please accept this letter of recommendation and reference for Sherman Air Services, who has been an invaluable partner for the Clinton County Office of Emergency Services since their inception in 2015. They have expertly serviced SCBA breathing air compressors, bottle fill stations, and large-capacity storage cylinders, playing a critical role in ensuring the safety and functionality of our emergency response capabilities.

In conjunction with the non-profit Clinton County Air Board and its 24 member fire departments, we operate and maintain three breathing air compressors equipped with fill stations, as well as two mobile SCBA bottle refill "Air Trucks." Sherman Air Services has conducted quarterly air testing in strict compliance with NFPA standards, along with the routine servicing of our compressors and fill stations, ensuring we meet all safety requirements and operational standards.

Recently, the Air Board purchased a new compressor system for the County Training Tower SCBA fill site from Sherman Air Services. This acquisition reflects our trust in their expertise and commitment to high-quality service. Their team has consistently shown professionalism, technical knowledge, and responsiveness, making them a reliable partner in our emergency services operations.

Customer service is outstanding. Matt Sherman and his team are always responsive, flexible and willing and able to accommodate our needs which has been invaluable in our operations. Earlier this year we successfully coordinated and collaborated with Sherman Air Services to complete one-day, on-site, non-destructive testing of 30 large volume breathing air storage cylinders. I couldn't have been more impressed with Sherman Air Services' careful and skilled handling of the removal and reinstallation of cylinders from numerous fire apparatus (aerial ladder trucks, rescue trucks and our two air trucks) to complete this project.

I would not hesitate to recommend Sherman Air Services for any organization seeking qualified and dependable service in the realm of breathing air systems. Should you need any further information or specifics regarding our experiences with them, please feel free to reach out to me at 518-565-4792 or eric.day@clintoncountyny.gov.

Sincerely,

Eric Day

Eric R. Day
Director

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

OSWEGO COUNTY FIRE COORDINATORS OFFICE

720 East Seneca Street, Oswego, NY 13126

Shane P. Laws
Fire Coordinator

Office: 315.349.8800

Date: 12/2/24

To: Cortland County

From: Shane Laws, Oswego County Fire Coordinator

Re: Letter of Reference Sherman Air LLC.

This letter is in support of Sherman Air Service LLC. I have used Sherman Air Service for several years, both as the Chief of Fulton Fire Department (retired) but also as the County Fire Coordinator. The company is very attentive to detail and service. Matt has been very easy to work with over the years. Oswego County just completed a brand-new Mobile Cascade truck that Matt was able to assist with design and implementation. I believe you will not be able to find a better company to work with in the future. Should you have any questions, please reach out.

Thank you for your time,

Shane P. Laws
Oswego County Fire Coordinator

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Hubbardsville Fire Department

8162 Green Rd
Hubbardsville, NY 13355
(315) 691-2727

P.O. Box 847
Hubbardsville, NY 13355
HVFDchief20@yahoo.com

To Whom It May Concern,

I am pleased to recommend Sherman Air Services for their exceptional service and professionalism. Over the course of my interactions with them, I have consistently found their team to be accommodating, patient, and incredibly easy to work with.

Sherman Air Services stands out for their prompt responses and timely service, always ensuring that every detail is handled efficiently. Their rates are not only competitive but also reflect the high quality of service they provide. It is evident that customer satisfaction is their top priority, and they go above and beyond to meet their clients' needs.

I wholeheartedly endorse Sherman Air Services and am confident they will exceed your expectations.

Sincerely,

Lucas A. Dowsland

Luke Dowsland
Deputy Fire Chief
Hubbardsville Fire Department

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

To whom it may concern,

I am writing a letter of reference for Sherman Air Services, LLC

The City of Syracuse Fire Department has used Sherman Air services over the past few years for the testing and repair of SCBA air compressors and fill stations. They have helped us through issues with older units and parts shortages. They are always available for a phone call to help us work through simple issues as well.

We are pleased to with the quality of the work and would recommend to any other municipality if they meet your needs.

Please contact me with any further questions.

Deputy Chief Zach Smith

312 State Fair Blvd
Syracuse, NY 13204
315-473-3276 work
315-412-2428 cell
Zsmith@syr.gov

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

STATEMENT OF ORGANIZATION OF THE SOLE ORGANIZER OF SHERMAN AIR SERVICES LLC

The undersigned, being the sole organizer of the within named limited liability company (the "Company"), formed under Article 2 of the Limited Liability Company Law of the State of New York (LLCL), does hereby state that:

1. The Articles of Organization of the Company under LLCL §206 were filed by the Department of State of the State of New York on January 31, 2017. A copy of the Articles of Organization and the original receipt of the Department of State showing payment of the filing fee are annexed hereto. The same hereby is ordered filed with the Operating Agreement of the Company.

2. At the time of its formation, the Company had at least one member, to wit:

Mathew S. Sherman	6332 County Road 32 Norwich, NY 13815

3. The sole organizer herein is neither a member or a manager of the Company.

4. From this date hence, the undersigned, effective this date, has fulfilled the duties as the sole organizer of SHERMAN AIR SERVICES LLC in accordance with the provisions set forth in LLCL §203 and herewith relinquishes all further duties relating to the organization and formation of the Company.

IN WITNESS WHEREOF, I have made and subscribed this Statement of Organization, this 31st day of January, 2017.

Norene R. Palmer

NORENE R. PALMER, ESQ. *of counsel*
LEE, EMERSON & PALMER, LLP
Sole Organizer

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

NEW YORK STATE OF OPPORTUNITY. | Division of Corporations, State Records and Uniform Commercial Code

New York Department of State
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
One Commerce Plaza
99 Washington Ave.
Albany, NY 12231-0001
www.dos.ny.gov

CERTIFICATE OF CHANGE OF

SHERMAN AIR SERVICES LLC
(Insert Name of Domestic Limited Liability Company)

Under Section 211-A of the Limited Liability Company Law

FIRST: The name of the limited liability company is:
SHERMAN AIR SERVICES LLC

If the name of the limited liability company has been changed, the name under which it was organized is: _____

SECOND: The date of filing of the articles of organization is: January 31, 2017

THIRD: The change(s) effected hereby are: *[check appropriate statement(s)]*

1. ☐ The county location, within this state, in which the office of the limited liability company is located, is changed to: _____

2. ☑ The address to which the Secretary of State shall forward copies of process accepted on behalf of the limited liability company is changed to read in its entirety as follows:
PO Box 388, Norwich, NY 13815

3. ☐ The limited liability company hereby: *[check one]*

☐ Designates _____ as its registered agent upon whom process against the limited liability company may be served. The street address of the registered agent is:

_____

☐ Changes the designation of its registered agent to: _____
The street address of the registered agent is:

_____

☐ Changes the address of its registered agent to:

_____

☐ Revokes the authority of its registered agent.

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

X _____
(Signature)

Mathew S. Sherman
(Type or print name)

Capacity of Signer *(Check appropriate box)*:

- [x] Member
- [ ] Manager
- [ ] Authorized Person

CERTIFICATE OF CHANGE
OF

SHERMAN AIR SERVICES LLC
(*Insert Name of Domestic Limited Liability Company*)

Under Section 211-A of the Limited Liability Company Law

Filer's Name and Mailing Address:

Norene R. Palmer, Esq.
Name:

Lee, Emerson & Palmer, LLP
Company, if Applicable:

35 West Main St. PO Box 711
Mailing Address:

Norwich, NY 13815
City, State and Zip Code:

NOTES:

1. The name of the limited liability company and the date of filing of the articles of organization must exactly match the records of the Department of State. This information should be verified on the Department of State's website at www.dos.ny.gov.
2. This form was prepared by the New York State Department of State for filing a certificate of change by a domestic limited liability company. You are not required to use this form. You may draft your own form or use forms available at legal supply stores.
3. The Department of State recommends that legal documents be prepared under the guidance of an attorney.
4. The certificate must be submitted with a **$30** filing fee made payable to the Department of State.

(***For office use only***)

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS ALBANY, NY 12231-0

2.1.a

FILING RECEIPT

ENTITY NAME: SHERMAN AIR SERVICES LLC

DOCUMENT TYPE: CHANGE (DOM LLC) PROCESS

COUNTY: CHEN

FILED:08/25/2017 DURATION:********* CASH#:170825000100 FILM #:170825000094

FILER:

NORENE R. PALMER, ESQ.
LEE, EMERSON & PALMER, LLP
35 WEST MAIN ST. PO BOX 711
NORWICH, NY 13815

ADDRESS FOR PROCESS:

THE LLC
PO BOX 388
NORWICH, NY 13815

REGISTERED AGENT:

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

FEES	30.00
FILING	30.00
TAX	0.00
CERT	0.00
COPIES	0.00
HANDLING	0.00

PAYMENTS	30.0
CASH	0.0
CHECK	0.0
CHARGE	30.0
DRAWDOWN	0.0
OPAL	0.0
REFUND	0.0

DOS-1025 (04/2007)

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mathew Sherman

2 Business name/disregarded entity name, if different from above.

Sherman Air Services LLC

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☑ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

PO Box 388

6 City, state, and ZIP code

Norwich, NY 13815

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Type text here

Social security number

			-			-				

or

Employer identification number

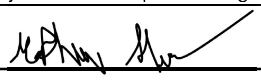
8	2	-	1	1	2	4	9	1	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 12/5/24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

INSTRUCTIONS TO BIDDERS
(GENERAL CONDITIONS)

WAIVER OF IMMUNITY CLAUSE

The bidder hereby agrees to provisions of Section 103-a of the General Municipal Law, which requires that upon refusal of a person, when called before a grand jury, head of city department, or other city agency which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority, or with any public department, agency or official of the state or of any political subdivision thereof, of or a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or corporation of which he/she is a member, partner, director, or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal, and

(b) any and all contracts made with any municipal corporation, or any public department, agency, or officer thereof on or after the first day of July 1959, or with any fire district, or agency, or official thereof on or after the first day of September 1960, by such person , and by any firm, partnership or corporation of which he/she is a member, partner, director, or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder hereby certifies and affirms as true, under the penalties of perjury, that to the best of knowledge and belief:

(a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(c) No attempt has been made or will be made by the bidder to induce any other person, partner, or corporation to submit or not to submit a bid for the purpose of restricting competition.

Dated: 12/6/2024 Bidder: Sherman Air Services LLC

By: Mathew Sherman Title: Owner

Phone: (607)343-3467 E-Mail: shermanairservicesllc@gmail.com

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

SCAN TO VALIDATE
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ 821124917
GATES-COLE ASSOCIATES INC
1 MAIN ST
PO BOX 2009
SIDNEY NY 13838

POLICYHOLDER	CERTIFICATE HOLDER
SHERMAN AIR SERVICES LLC 154 CANASAWACTA TERRACE NORWICH NY 13815	CORTLAND COUNTY 60 CENTRAL AVE STE 306 CORTLAND NY 13045

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
E2524 198-5	530792	10/01/2024 TO 10/01/2025	12/5/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2524 198-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY AFFORDS COVERAGE TO THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

MATHEW SHERMAN
SOLE MEMBER OF
SHERMAN AIR SERVICES LLC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 577298943

U-26.3

Attachment: Sherman Air RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

REQUEST FOR PROPOSALS

Contact Person: Scott Roman

Position Title: Director

County Department: Emergency Response and Communications

Address: 22 West Court Street, Cortland, NY 13045

Contact Email: sroman@cortlandcountyny.gov

Contact Phone: (607) 753-5064 Fax: ----------

Description of Project/Work to be Performed:

Provide and install (2) two UN4S/18H-E3 UNICUS 4S 6000 PSI Service breathing air station at the following addresses:

(1) one at - Cortland County Regional Training Center, 999 State Route 13, Cortland, NY 13045

(1) one at - Marathon Fire Department, 2 Peck Street, Marathon, NY 13803 - additionally the current breathing air station at this location shall be removed and disposed of as part of this project and bid.

The following are specification of the UN4S/18H-E3 UNICUS 4S 6000 PSI Service breathing air station that are expected:

The manufacturer shall operate under a Quality Management System which complies with the requirements of ISO 9001 :2015 for the design, manufacture, inspection, test and service of air & gas compressors and associated spare parts for commercial and military applications.

The breathing air station shall be supplied on an All-N-One Solid steel base frame of welded construction. The bolting of two modular units together is not allowed to make an All-N-One unit.

The station shall be designed for against-the-wall installation, operation and maintenance and single-point operator control from the front of the station.

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

The station shall be warranted free from defects in material and workmanship for a period of twenty-four (24) months from date of shipment or twelve (12) months from date of start-up, whichever expires first.

PERFORMANCE

Charging Rate	HP	Air Processing Capability4 (cu ft)
18	15.0	150,000

COMPRESSOR

The crankcase shall be cast of a high strength, aluminum alloy. The crankshaft shall be of a single piece Nodular Graphite Iron construction and supported in the crankcase by three long-life roller bearings. Two-piece crankcases bolted together will not be accepted in this bid.

The pistons shall be constructed of an aluminum alloy. Piston rings on the first through the third stage are of cast iron, the final stage rings shall be of a high strength polymide. The final stage shall incorporate a ringed, free-floating, aluminum piston which is driven by a guide piston and the previous stage's discharge pressure. The compressor's flywheel shall be of cast iron construction.

The compressor shall be lubricated by a combination splash/mist and low pressure lubrication system. The final stage of compression shall be lubricated by a pressurized lubrication circuit.

PRIME MOVER AND V-BELT DRIVE

The three-phase electric motor shall be of the T.E.F.C. (totally Enclosed Fan Cooled) design. The V-belt and Fly wheel need to have a protective guard on them, so no moving parts are exposed.

ELECTRICAL CONTROL & INSTRUMENTATION

The compressor control panel (CCP) shall include an across-the-line magnetic motor starter, industrial power supply and PLC controller. The CCP shall be built in accordance with UL 508A, the standard for Industrial Control Panels and shall be affixed with a UL label.

The PLC compressor control system consists of a programmable logic controller for the monitoring, protection and control of the compressor systems.

Standard features of the CCP include:

- A NEMA type 4 electrical enclosure
- UL electrical panel

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

- Human Machine Interface (HMI) with **Multi-Color Touch Screen Display** incorporating vivid TFT (Thin Film Transistor) Technology and NOT limited by touch cells (Optional mounting configurations available-up to 25 ft remote)
- Emergency Stop Palm Button
- Home screen customizable with distributor contact information
- Real Time Clock (time and date)
- Compressor on/ off
- Digital Display of Compressor Final Pressure
- Digital Display of Compressor Oil Pressure
- Digital Display of current Compressor Run Time
- Digital Display of Final Separator Cycle Count
- Compressor High Temperature Shutdown and Alarm
- Full support of the Automatic Condensate Drain system (interval and duration set points adjustable thru the HMI - password protected)
  - Digital Display oftime to next ACD Cycle
  - Condensate Drain Reservoir full alarm
- Full support of CO monitor alarm functions (optional)
- Full support of SECURUS purification system moisture monitor warning and alarm functions
- Built in overtime timer set at 5 hours - optional times available
- Maintenance Timer (selectable between real time or compressor run time) to give Digital Display of all needed Preventative Maintenance Evolutions
- Motor overload alarm
- Nonresettable hour meter
- Recoverable Run History (last 5 run periods)
- Recoverable Alarm History (last 5 fault shutdowns)

For ease of Maintenance and Repair:

- PLC has removable Terminal Blocks for all functions

The HMI shall have 22 adjustable system parameters secured by password protection. The HMI will provide display of all safety/ fault shutdowns with a text read-out of up to three potential causes for the fault/ shutdown.

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PURIFICATION SYSTEM

The purification system shall include Securus Electronic Moisture Monitor System. The Touch Screen Display shall indicate the status of the Securus cartridge.

CASCADE FILL CONTROL/INSTRUMENT PANEL

The cascade control panel shall be factory piped for four storage banks and designed to fill three SCBA cylinders either independently or simultaneously. The control panel shall include, at a minimum, a manual control valve and pressure gauge for each storage bank, an adjustable regulator for SCBA cylinder fill pressure complete with a pressure gauge for inlet and regulated pressure and a relief valve to protect the SCBA cylinders from overfilling, a manual control valve and pressure gauge for each fill position, a manual direction valve to allow the operator to select SCBA filling from either air storage or the compressor.

AIR STORAGE

The air storage system shall include Four ASME receivers fabricated, tested and stamped in accordance to Section VIII of the ASME Boiler and Pressure Vessel Code.

CONTAINMENT FILL STATION

The front-loading, three position; containment fill station shall totally enclose the SCBA or SCUBA[1] cylinders during the refilling process. The fill station should be capable of filling SS00psi SCBA cylinders. Please provide documentation with bid that fill station has been third party tested for SS00psi cylinders.

Each cylinder holder shall consist of a thick-walled polymer tube which will surround and cradle the SCBA cylinder during the filling process.

AVAILABLE ACCESSORIES

- leveling feet and securing brackets (no charge option)
- Carbon monoxide monitor with calibration kit
- Remote Fill with regulator, pressure gauge, line valve, and cabinet enclosed hose reel with 100 ft of high-pressure 6000 psi hose

- The main fill connection will be for SCOTT threaded bottles however, interchangeable fill adapters consisting of:
    - MSA Quick Connect (Quantity of 3)
    - SCUBA (Quantity of 3)

TRAINING

Vendor must provide a Train the Trainer session on the operation of the breathing air station for twelve (12) individuals. This training may be scheduled outside of normal business hours.

OPTION 1

As an option to the bid, please provide the cost for the following:

1 year of quarterly air monitoring and annual preventative maintenance;

3 years of quarterly air monitoring and annual preventative maintenance;

5 years of quarterly air monitoring and annual preventative maintenance;

FUNDING INFORMATION

This equipment purchase project is funded by a grant from New York State Community Resiliency, Economic Sustainability and Technology Program (CREST). As such bidders are required to be duly organized, validly existing and in good standing under the laws of the State of New York.

This is a prevailing wage project.

MBE, WBE, SDVOB CONTRACTORS

Minority owned business enterprises (MBE), Women owned business enterprises (WBE) and Service-Disabled Veteran Owned (SDVOB) business are encouraged to apply. Preferential treatment may be given to MBE, WBE and SDVOB contractors who respond to this bid.

ON-SITE PRE-BID INSPECTION VISIT

Please contact Courtney Metcalf, Deputy Director at (607) 423-6142 to set up an appointment.

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Questions or clarifications of items in this RFP must be submitted in writing to the contact person listed no later than close of business: December 2, 2024. If questions or clarifications are submitted via email, please request a read receipt confirmation in the email.

Please submit one (1) original and one (1) electronic copy on.flash drive or compact disc of the proposal to **Cortland County Legislature, Attn: Clerk of the Legislature, 60 Central Avenue, Suite 306, Cortland, NY 13045** no later than:

Time: 3:30 PM

Day: Wednesday

Date: 12 ; 11 ; 2024

All bids received will be publicly opened at 11:30 a.m. on Friday, December 13, 2024 in Room 306 of the Cortland County Office Building. Bids must be submitted to the correct address to be accepted.

The governing legislative committee will evaluate proposals and request interviews if necessary. It is anticipated that a decision will be made on or about January 23, 2025.

Cortland County will negotiate terms upon selection of a vendor. All contracts are subject to review and approval by the Cortland County Attorney. **(Standard Contract EXAMPLE attached)**

The vendor awarded the County's business will be selected based on the offering with the greatest benefit to the County. Cortland County reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications or to waive any formalities. The County specifically reserves the right to negotiate a contract with the selected vendor.

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Proposals MUST include:

X A. Name, contact, address, telephone number, fax number and email address of your firm/business.

X B. Project Specifications including scope ofwork/timeline.

X C. Schedule ofFees/ Project Budget.

X D. Copies of all licenses, permits and certifications relating to the necessary qualifications for this RFP.

X E. NYS Certificate of Authority to do Business in New York State.

X F. Proofthat signatory is at least a 50% owner and has the authority to act on behalfofthe firm/business.

X G. References; all qualified firms must submit a list of at least three firms, organizations or major customers to whom they have provided services within the previous five years. This information should include name, address, phone & email information of each reference. Letters of recommendation and references from other municipalities or public agencies are preferred.

N/A H. Information on any current or pending litigation against the firm or any of its principals as it relates to the services provided by the firm.

X I. Current W-9.

X J. Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.) **NOTE:** Successful proposer will be required to name "County of Cortland" as an additional insured; for contracts over $25,000 insurance must include 'per project aggregate' endorsement.

N/A K. Copy of active NYS MWBE Certification *(if applicable).*

X L. Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for NYS Contracts.

X M. Exhibit B: Drug Free Workplace.

X N. Exhibit C: Non-Collusive Bidding Certification Required by §139-D of the State Finance Law.

X 0. Exhibit D: Conflict of Interest Disclosure.

X P. Exhibit E: Privacy and Security HIPPA Compliance *(if applicable).*

X Q. Exhibit F: Qualification Questionnaire.

X R. Any other information you feel is appropriate to assist in the selection process.

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

~~ STANDARD CONTRACT EXAMPLE

AGREEMENT

THIS AGREEMENT, entered into this day of . 20_, by and between the **COUNTY OF CORTLAND,** New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and , (the "CONTRACTOR"), with offices located at .

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration [illegible] agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning , 20_ and ending .

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR within its normal payment period.

ARTICLE 4. CONTRACTOR'S INSURANCE

A.1 The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

(i) Comprehensive General Liability, including personal injury coverage of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate and property damage coverage in the amount of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.

(ii) Automobile coverage with a combined single limit of $1,000,000.00.

(iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.

(iv) Professional Liability Insurance in the amount of $1,000,000.00 where applicable.

(v) Specialty Insurance as noted below:

(a) Not Applicable if checked D

(b) Type: _____ Coverage Limit _____

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____ BY: _____

PRINTED NAME: _____

TITLE: _____

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND) ss.:

On this___ day of_____ , 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ . personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

CONTRACTOR: _____
(name of company)

DATE: _____ BY: _____

PRINTED NAME: _____

TITLE: _____

Acknowledgement

STATE OF NEW YORK)
COUNTY OF _____) SS:

On this ___ day of _____ , 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT A-ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A - Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: _____ Date: 11/25/2024

Title: President

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT B - DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: Russell Jerome Date: 11/25/2024

Signature: _____ Title: President

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT C - NON COLLUSIVE BIDDING CERTIFICATE REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

Section 139D, Statement of Non-Collusion in bids to the State:

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as its own organization, under penalty of perjury, that to the best of his/her knowledge, and belief:

1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any other competitor;
2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting completion.

A Bid shall not be considered for award nor shall any award be made where 1, 2, J above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

(Affix addendum to this page if space is required for statement.)

Subscribed to me under penalty of perjury under the laws of the State of New York, this 25th day of November, 2024 . as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals	Legal Residence

If Bidders are a corporation, complete the following:

Name	Legal Residence
Russell Jerome	3102 Corlear Dr. Baldwinsville, NY 13027
President Manford Jerome, Sr.	42779 County Rt. 100 Wellesley Island, NY 13640
Vice President Manford Jerome, Sr.	42779 County Rt. 100 Wellesley Island, NY 13640
Secretary Manford Jerome, Sr.	42779 County Rt. 100 Wellesley Island, NY 13640
Treasurer	

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Identifying Data:

Potential Contractor: Jerome Fire Equipment Co., Inc
Address: 8721 Caughdenoy Rd. Clay, NY 13041
Telephone #: 3156995288 Title: President
E-Mail Address: info@jeromefire.com

If applicable, Responsible Corporate Officer
Name: Russell Jerome Title: President

Signature: _____

Joint or combined bids by companies or firms must be certified by each participant.

Legal name of person or firm	Legal name of person or firm
Name	Name
Title	Title
Address	Address

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE

Conflict ofInterest Disclosure Form

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)'other material interests, or relationships (especially economic), particularly ifthose interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the contract. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from bidding and/or contracting.

Date: November 25, 2024

Name: Russell Jerome

Position: Presidentt

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_x__ I have no conflict of interest to report.
___ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own):

1. _____
2. _____
3. ----------

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: Jerome Fire Equipment Co., Inc.

Date: November 25,2024

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBITE

PRIVACY AND SECURITY {HIPAA}

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY.

(A) CONTRACTOR understands the importance of the privacy of a patient's PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.

(B) Further, CONTRACTOR understands that County's patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.

(C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:

1. Properly manage and administer its functions.
2. Meet its legal responsibilities.
3. Provide data aggregation services relating to the health care operations of the COUNTY.
4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.

(D) The uses and disclosures of PHI that are required are those disclosures necessary:

1. For patients to review their PHI.
2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
3. To allow the Secretary of Health and Human Services to determine County's compliance with 45 CFR §164.504.

(E) CONTRACTOR shall make the following assurances to COUNTY:

1. CONTRACTOR agrees that it shall not use or disclose any patient's PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and subsequent federal, state, and local

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regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosur.e of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.

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9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.

(F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services ("HHS") or other federal or state entity for possible prosecution or sanctions.

(G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.

(H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR's activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.

(I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR's policies and procedures to be "adequate" protection of a patient's privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term "adequate" in this clause means CONTRACTOR's policies and procedures meet the minimum privacy and security standards as set forth in COUNTY's privacy and security policies and procedures.

(J) COUNTY, through the appropriate Department will:

1. provide CONTRACTOR with its Privacy Notice;
2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR's permitted or required uses or disclosures; and
3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.

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(K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.

(L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.

(M) Report to Security Officer of Cortland County any security incidents of which it becomes aware. (A security incident is defined as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.)

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT F-QUALIFICATION QUESTIONNAIRE

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address: Jerome Fire Equipment Co., Inc.

   8721 Caughdenoy Rd. Clay, NY 13041

2. Normal Operating Hours:

   a. Weekdays 8 am to 5 pm
   b. Saturdays _____ am to _____ pm
   c. Sundays _____ am to _____ pm
   d. Holidays _____ am to _____ pm

3. Number of Years in Business: 57 years
4. Firm History (attach additional pages as necessary): _____
5. Number of employees on your payroll: 27
6. Do any of your employees have any other special certifications or rating? Yes / No

   If yes, specify: _____

7. Do you have any special equipment that is available to service the County RFP? Yes / No
8. If yes, specify: _____
9. What is the overall size of your facility? 15,000 sq ft.
10. Do you have a locked, fenced and secured storage area? Yes / No
11. How far in advance must appointments be scheduled? 2 days
11. In case of emergency, will you accommodate the County with same day services when possible?

    Yes / No

12. Shop Distance from 60 Central Avenue, Cortland, NY 47 miles

In submitting this proposal, it is understood that the unrestricted right is reserved by the County in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any another bidder.

Russell Jerome	
PRINT NAME	SIGNATURE (Must be 50% Company Owner)
President	11/25/2024
TITLE	DATE

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

October 2019

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

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STANDARD CLAUSES FOR NYS 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 appropriated 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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 is required when such contracts exceed $85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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, 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-

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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 independently 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 appropriat 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

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$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

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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 ofNew 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division ofMinority and Women's Business Development
633 Third Avenue
NewYork,NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEndNendorSearchPublic.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 October 2019, 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 State Technology Law§ 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 of2006), 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.

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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 of2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-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.

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

www.jeromefire.com rbrown@jeromefire.com

8721 Caughdenoy Road, Clay, New York 13041 • 800-699-4533 • 315-699-5288 • Fax 315-699-8895

November 25, 2024

Cortland County Emergency Response and Communications

Jerome Fire Equipment is pleased to provide the following quote for a Bauer compressor.

- Two- Bauer Unicus-4S/18H, 18 cfm, 6000psi, 15HP, three phase power, three bottle fill station, All-n One unit with 4- 6000psi ASME cylinders mounted on the back of unit. Cabinet mounted hose reel with 100' of 6000 psi hose, Electronic CO monitor, (3) MSA G1 Quick connect, (3) Scuba Yokes. **$198,980.63**
- Freight, Installation, Training, Air Quality Test on Start up. **$8,800.00**

Jerome Fire Equipment proposes the above-mentioned for: **$207,780.63**

Exclusions: Electrical Hook up, installation of wiring, breakers, knife shutoff needs to be done by a certified electrician.

This Quote is Valid for 30 Days.

If you have any questions, please do not hesitate to call.

Sincerely,

Ryan Brown

Ryan Brown
Sales and Service Manager
Breathing Air Compressor

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

BAUER COMPRESSORS

Certificate of Achievement

This certificate is awarded to

Anthony Cirillo

of

Jerome Fire Equipment Co. Inc.

for having satisfactorily attended the course of Service & Repair as a factory authorized service customer/distributer

CERTIFIED TRAINING BAUER COMPRESSORS NORFOLK, VA

Distributor Technician I

BAUER COMPRESSORS INC.
Norfolk, Virginia

Instructor

Valid for five years from 03.30.2022 *If you leave the company listed above prior to* 3.30.2027 *this certificate is no longer valid.*

BAUER COMPRESSORS

Certificate of Achievement

This certificate is awarded to

Christopher Jeffreys

of

Jerome Fire Equipment

for having satisfactorily attended the course of Service & Repair
as a factory authorized service customer/distributer

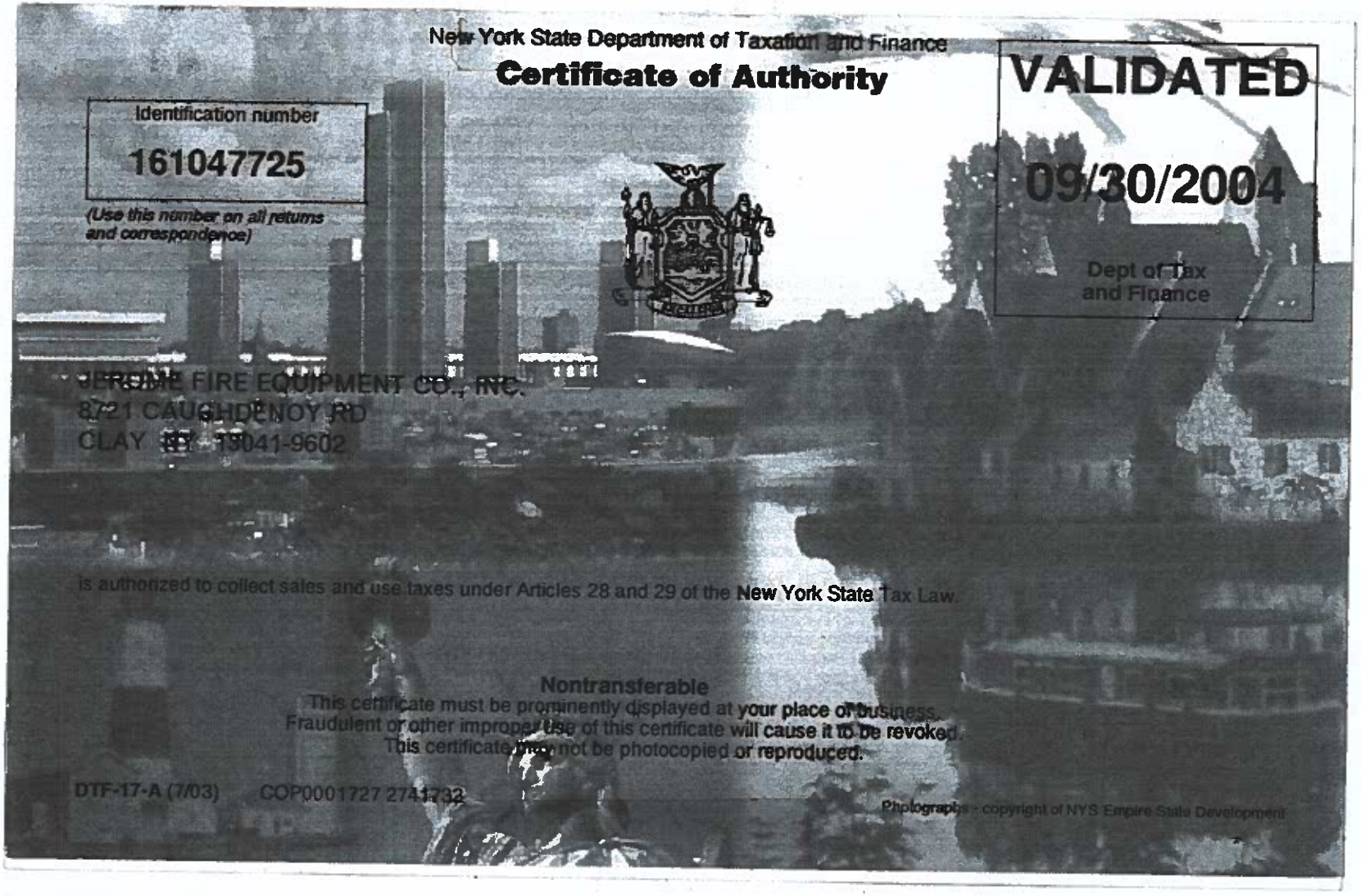
Tech 1 Distributor Training

BAUER COMPRESSORS INC.
Norfolk, Virginia

CERTIFIED TRAINING BAUER COMPRESSORS Mexico

Instructor

Valid for three years from 06/12/2023 *If you leave the company listed above prior to* 06/12/2026 *this certificate is no longer valid*



New York State Department of Taxation and Finance

Certificate of Authority

Identification number

161047725

(Use this number on all returns and correspondence)

VALIDATED

09/30/2004

Dept of Tax and Finance

JEROME FIRE EQUIPMENT CO., INC.
8721 CAUGHDENOY RD
CLAY NY 13041-9602

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

Nontransferable

This certificate must be prominently displayed at your place of business.
Fraudulent or other improper use of this certificate will cause it to be revoked.
This certificate may not be photocopied or reproduced.

DTF-17-A (7/03) COP0001727 2741732

Photographs - copyright of NYS Empire State Development

www.jeromefire.com rbrown@jeromefire.com

8721 Caughdenoy Road, Clay, New York 13041 • 800-699-4533 • 315-699-5288 • Fax 315-699-8895

References:

City of Rochester Fire Department
30 Church St.
Rochester, NY 14614
Doug Crowley
585-362-0170
Douglas.Crowley@CityofRochester.Gov

Varna Fire Department
19 Turkey Hill Rd.
Ithaca, NY 14850
Mason Jager
203-257-4365
mjager@varnafire.org

Vestal Fire Department Station #4
118 S. Jensen Rd.
Vestal, NY 13850
Chuck Paffie
607-427-0180
cpafie@binghamton.edu

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
James P. Reagan Agency
8 E Main Street
P O Box 191
Marcellus NY 13108

CONTACT NAME:
PHONE (A/C, No, Ext): 315-673-2094 **FAX (A/C, No):** 315-673-1121
E-MAIL ADDRESS: certificates@reagancompanies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Specialty Insurance Co.	
INSURER B : Arch Ins Co	11150
INSURER C : Republic Franklin Insurance Company	673
INSURER D :	
INSURER E :	
INSURER F :	

INSURED JEROFIR-02
Jerome Fire Equipment Co., Inc.
8721 Caughdenoy Road
Clay NY 13041

COVERAGES **CERTIFICATE NUMBER:** 1003188512 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	MFGL10278801	9/1/2024	9/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	MFCA08370601	9/1/2024	9/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	MFUM10026301	9/1/2024	9/1/2025	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		5619995	1/25/2024	1/25/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Hired Physical Damage Deductibles $100 Comp / $1,000 Collision

General Liability: Additional insured is on a primary and non-contributory basis, including on-going and products completed operations coverage as required by written contract.
Automobile: Additional insured is on a primary and non-contributory basis as required by written contract.
Umbrella Liability: Additional insured is on a primary and non-contributory basis as required by written contract.

Waiver of subrogation is included on the General Liability, Auto, and Umbrella, policies as required by written contract.
See Attached...

CERTIFICATE HOLDER

Cortland County Emergency Response
22 W. Court St.
Cortland, NY 13045

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

AGENCY CUSTOMER ID: JEROFIR-02
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY James P. Reagan Agency	NAMED INSURED Jerome Fire Equipment Co., Inc. 8721 Caughdenoy Road Clay NY 13041
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

C105.2 Attached.

ACORD 101 (2008/01)
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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Jerome Fire Equipment Co., Inc. 8721 Caughdenoy Road Clay NY 13041 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 315-699-5288 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1047725
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Cortland County 60 Central Ave Cortland NY 13045	3a. Name of Insurance Carrier Republic Franklin Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 5619995 3c. Policy effective period 01/25/2024 to 01/25/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: J.Michael Reagan
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *J.Michael Reagan* 9/3/2024
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-673-2094

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

C-105.2 (9-17) www.wcb.ny.gov

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Jerome Fire Equipment Co., Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

8721 Caughdenoy Road

Requester's name and address (optional)

6 City, state, and ZIP code

Clay, NY 13041

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

1	6	-	1	0	4	7	7	2	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** Joy Orzel | **Date** 11-13-24

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

DAMARC
"Quality Inspection Services" LLC
760 200th St.
Dresser, WI 54009
Website: www.damarcquality.com
Office: 866-361-4321, Fax: (715) 755-4800
Alt. Phone #: 651-226-4652
Email: markrudek@hotmail.com

SCBA CONTAINMENT FILL STATION (CFS)

This is to certify that the Bauer Compressors, INC, 1328 Azalea Garden Road, Norfolk, Virginia, CFS Model have been tested and witnessed under the following parameters:

TEST DATE: August 27, 2012, Test 1

TEST SITE: New Mexico Institute of Mining and Technology, Energetic Materials Research and Testing Center, 1001 South Road, Socorro, New Mexico.

TEST ENCLOSURE: CFS – III, Poly composite liner, Three (3) SCBA Bottles DOT – SP 15136-379BAR, 5500 psi, TC –SU 10350-379, AGJ 1188, 75 minute, LUXFER P/N L 110A-001.

TEST PREPARATION: Insert three (3) SCBA bottles into CFS -III, fill to 5500 psi, place linear shape charge (LSC) on middle SCBA bottle approximately one third (1/3), downward from top of bottle, with LSC rated at 4" @ 100 grain/ foot.

PRESSURIZATION: Bauer 3-stage gasoline engine driven compressor. Bauer liquid filled gages, new off inventory self, not calibrated.

TIME OF RUPTURE: 12:45 pm, August 27, 2012

TEST RESULTS: Satisfactory – Two 4000 frame / second cameras and two live cameras were used to record test results. Observation of the charge set off and explosion of the center SCBA showed the CFS - III with poly liner held without failing. The CFS – III contained the fragments, did not open, protected the operator and after opening at Bauer Compressor's plant, protected the other two SCBA bottles.

CONCLUSION: The test results as described in NFPA 1901:2009 Para 24.9.7.2 was witnessed as successful.

WITNESSED: Larry Kern NB # 8014 – Damarc Quality Inspection Services LLC

ISO/IEC 17020 Accredited by ANSI-ASQ National Accreditation Board/A class Cert # AI 1377 Expires 2-17-2013

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Jerome FIRE EQUIPMENT CO., INC.
SALES & SERVICE

www.jeromefire.com rjerome@jeromefire.com

8721 Caughdenoy Road, Clay, New York 13041 • 800-699-4533 • 315-699-5288 • Fax 315-699-8895

One year pricing for Air Quality testing and Annual Air Compressor Maintenance Agreement

Annual Maintenance Procedures:

- Change 30 Weight Synthetic Oil
- Change Oil Filter
- Change Purification Filter Cartridges
- Change O-rings on Purification Tower
- Remove and Clean Sintered Element in Final Separator
- Check/Replace Air Filter
- Check Drive Belt Tension
- Clean Exterior of Compressor Block
- Check fittings on Compressor Block for Leaks
- Ensure all Check Valves are Working Properly
- Check Operation of Auto Condensate Drain
- Drain Condensate Reservoir
- Check Operation of Final Pressure Switch

Labor Charge for Annual Maintenance Procedures:	$300.00 x 2= $600.00
Parts/Materials Charge for Annual Maintenance Procedures: (dependent upon brand specific components to be utilized)	$650.00 x 2= $1,300.00
Air Quality Report	$205.00 x 10= $2,050.00
Travel Charge	$125.00 x 4= $500.00
Total for year	$4,450.00

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Authorized Signature

Fire Dept./Customer: _____

Signature: _____ Date: _____

Name Printed: _____ Title: _____

Customer Contact Name Printed (if different from above): _____

Cell #: _____

Email address: _____

Please scan and email to rbrown@jeromefire.com or Fax to: (315) 699 8895

Per current NFPA 1989 requirements: Air Test 5 times per year. (Quarterly, plus one additional test following annual maintenance.)

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Jerome FIRE EQUIPMENT CO., INC.
SALES & SERVICE

www.jeromefire.com info@jeromefire.com

8721 Caughdenoy Road, Clay, New York 13041 • 800-699-4533 • 315-699-5288 • Fax 315-699-8895

CORPORATATION MEETING
RESOLUTION

Be it known, that at a Corporation Meeting of the officers of Jerome Fire Equipment Co., Inc. on January 1, 2024, it was resolved that the following person(s) be duly authorized to sign any/all bids and non-collusive bidding certificates, which may be required with respective bidding situations.

Russell A. Jerome, President
Manford R. Jerome – Secretary/Treasurer

Be it also known that the above resolution shall remain in effect until the next Corporation Meeting, January 1, 2025.

Date: 1/1/2024 Signature: _____
Russell A. Jerome, President

Date: 1/1/2024 Signature: _____
Manford R. Jerome – Secretary/Treasurer

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

SCHEDULE G (Form 1120)
(December 2011)
Department of the Treasury
Internal Revenue Service

Information on Certain Persons Owning the Corporation's Voting Stock

▶ Attach to Form 1120.
▶ See instructions on page 2.

OMB No. 1545-0123

Name: JEROME FIRE EQUIPMENT CO, INC.

Employer identification number (EIN): 16-1047725

Part I **Certain Entities Owning the Corporation's Voting Stock.** (Form 1120, Schedule K, Question 4a). Complete columns (i) through (v) below for any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization that owns directly 20% or more, or owns, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote (see instructions).

(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Type of Entity	(iv) Country of Organization	(v) Percentage Owned in Voting Stock

Part II **Certain Individuals and Estates Owning the Corporation's Voting Stock.** (Form 1120, Schedule K, Question 4b). Complete columns (i) through (iv) below for any individual or estate that owns directly 20% or more, or owns, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote (see instructions).

(i) Name of Individual or Estate	(ii) Identifying Number (if any)	(iii) Country of Citizenship (see instructions)	(iv) Percentage Owned in Voting Stock
MANFORD R. JEROME	[redacted]7	USA	24.670
RUSSELL A. JEROME	[redacted]7	USA	50.660
VICTORIA Z JEROME	[redacted]1	USA	24.670

For Paperwork Reduction Act Notice, see the Instructions for Form 1120.

Schedule G (Form 1120) (Rev. 12-2011)

DAA

Attachment: Jerome Compressor RFP (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

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This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):	515 Broadway Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org
THE GRANTEE:	Cortland County 60 Central Avenue Cortland, New York 13045 Contact: Robert Corpora Phone: (607) 753-5051 Email: rcorpora@cortland-co.org
THE PROJECT:	Purchase of 2 Breathing Air Compressors
PROJECT LOCATION(S):	**ADDRESS:**
Cortland County Regional Training Center	999 NY-13, Cortland, 13045
GRANT AMOUNT:	$200,000.00
FUNDING SOURCE:	Community Resiliency, Economic Sustainability, and Technology Program("CREST")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE: 4/19/2024

EXPIRATION DATE OF THIS AGREEMENT: 3 YEARS FROM DASNY EXECUTION DATE

Project ID: 26661
GranteeID: 7595
FMS#: 163727

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Docusign Envelope ID: F096CD37-09C4-4C75-A8CE-A02116257065

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.

b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:

i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;

ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or

iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and

b) The requirements of the CREST Program have been met; and

c) The monies required to fund the Grant have been received by DASNY; and

d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). The Segregated Account must have industry-standard fraud protections added to the account, including but not limited to, check positive pay and ACH positive pay. Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.

e) The Grantee certifies that it is in compliance with the provisions of the CREST Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

f) Not-for-profit organizations are required to register and prequalify in New York's Statewide Financial System (https://www.sfs.ny.gov/) in order to receive Grant funds. The Grantee must have a current, non-expired prequalification application prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:

i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and

iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

b) Payment on Invoice:

i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:

1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and

3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.

ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.

d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

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a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.

b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.

c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the CREST Program.

d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.

e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.

f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.

g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.

h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.

j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

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l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's prequalification status in New York's Statewide Financial System (https://www.sfs.ny.gov/).

m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.

n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

p) The Grant shall not be used in any manner for any of the following purposes:

i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

ii. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;

iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

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iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

v. generation of tax credits or reimbursement of Project costs that have or will cycle through corpus of tax credit structure.

q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.

s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's current prequalification application in New York's Statewide Financial System, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

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u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

a) Each of the following shall constitute a default by the Grantee under this Agreement:

i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.

ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.

iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.

iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.

vi. The Grantee abandons the Project prior to its completion.

vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

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viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

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16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the CREST Program to DASNY.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

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Cortland County
Purchase of 2 Breathing Air Compressors
Project ID: 26661

This agreement is entered into as of the latest date written below:

GRANTEE: Cortland County

DocuSigned by:
Robert Corpora
853EBC01F2CC43C...

(**Signature of Grantee Authorized Officer**)

Robert Corpora County Administrator

(Printed Name and Title)

Date: 7/30/2024

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

DocuSigned by:
Sara Richards
0289CBED95674D5...

(**Signature of DASNY Authorized Officer**)

Sara Richards Managing Director, Executive Direction

(Printed Name)

Date: 8/5/2024

DASNY OFFICE USE ONLY			
GRANTS ADMIN REVIEW		**FINAL LEGAL REVIEW**	
APPROVED FOR LEGAL REVIEW:	DS JK	APPROVED FOR SIGNATURE:	DS MRS
DATE:	7/30/2024	DATE:	7/30/2024

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

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GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT A: Project Budget

Cortland County
Purchase of 2 Breathing Air Compressors
Project ID: 26661

USE OF FUNDS	TIMELINE		SOURCES			
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	Total
Project Description*	*Start*	*End*	*Amount*	*Amount*	*Amount*	
Purchase of 2 Breathing Air Compressors	8/1/2024	4/1/2026	$200,000.00			$200,000.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

Re: Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant
Purchase of 2 Breathing Air Compressors
Project ID: 26661

Ladies and Gentlemen:

I have acted as counsel to Cortland County (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

X By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

DocuSigned by:
Victoria Monty
F488B66FA50248F...

Victoria Monty Cortland County Attorney

Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response . If **"Approved as to form"** is checked, the Attorney will DocuSign form. If **"Approved – Legal Opinion attached"** is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

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EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

1) You are acknowledging the following regarding the included Grantee Questionnaire:

- This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

- The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

DASNY OFFICE USE ONLY	
GQ Review	
DS MBM	5/22/2024

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): Cortland County
2. Federal Employer ID No. (FEIN): 15-6000452
3. Website Address: www.cortlandcountyny.gov
4. Business E-mail Address: sroman@cortland-co.org
5. Principal Place of Business Address: 60 Central Avenue, Cortland, NY 13045
6. Telephone Number: 607-753-5064
7. Type of Entity (Please select appropriate response):

a) X Municipality

b) Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the Grantee.

2. "Authorized officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.

3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.

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4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.

5. "Related Party" means: (i) the party's spouse,(ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.

6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No x

If answer is "**Yes**", Please explain:

2. As a condition of receiving a Grant, has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors (collectively 'vendors') to provide goods or services in connection with any Grant- Funded Project? Yes No x

If answer is "**Yes**", Please explain why vendor selection was a condition of receiving a Grant:

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3. Does the Grantee have a conflict of interest (COI) policy? Yes X No

a) If **"No"** Grantee does not have a COI policy, please explain why Grantee does not have a COI policy and/or what Grantee has in lieu of COI policy.

b) If **"Yes"** Grantee does have a COI policy, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's COI policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee have a conflict of interest (COI) policy? Yes X No

If answer is "**No**" to 3b, Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No X

If the answer is "**Yes**", please provide details:

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SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.

   Yes x No

   If the answer is **"No"**, will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant- Funded Project?

   Yes No

   If the answer is **"No"**, please explain:

1. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:

   a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x

   b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x

   c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x

   d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x

   e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x

   f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x

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g)	An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency?	Yes	No x
h)	A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct?	Yes	No x
i)	An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease?	Yes	No x
j)	The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation?	Yes	No x
k)	A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee?	Yes	No x
l)	A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	Yes	No x
m)	A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws?	Yes	No x
n)	A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:		
	- Unemployment insurance or workers' compensation coverage or claim requirements	Yes	No x
	- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation?	Yes	No x

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

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3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No X

If the answer is "**Yes**", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No X

If the answer is "**Yes**", identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grantee failed to pay and the current status of the liability:

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CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to $10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by: Scott Roman F94089DC20D6417...	DocuSigned by: Robert Corpora 853EBC01F2CC43C...
Signature of Authorized Officer	Signature of Authorized Officer
Scott Roman	Robert Corpora
Printed Name of Authorized Officer	Printed Name of Authorized Officer
911 Director	County Administrator
Title of Authorized Officer	Title of Authorized Officer
5/16/2024	5/20/2024
Date Signed	Date Signed

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EXHIBIT D: Disbursement Terms

Cortland County
Purchase of 2 Breathing Air Compressors
Project ID: 26661

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation* ***do NOT*** *qualify as invoices*.

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Docusign Envelope ID: F096CD37-09C4-4C75-A8CE-A02116257065

EXHIBIT E: Payment Requisition Form and Dual Certification

Cortland County
Purchase of 2 Breathing Air Compressors
Project ID: 26661

For Office Use Only:

FMS#: 163727

Payment Request #

For work completed between __/__/__ and __/__/__

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
$	$200,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of theCortland County, for Project #26661.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request #_____ attached hereto in the amount of $_____ for which Cortland County, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Cortland County (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Cortland County. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**

   - ☐ Readable copies of both front and back of canceled checks.
   - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
   - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
   - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
   - ☐ Other:

Authorized Officer Signature: _____ Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____ Date _____

Print Name: _____

Title: _____

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Docusign Envelope ID: F096CD37-09C4-4C75-A8CE-A02116257065

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: Community Resiliency, Economic Sustainability, and Technology Program ("CREST") Grant
Purchase of 2 Breathing Air Compressors
Project No. 26661

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR	

3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** We have applied industry standard fraud protections to this account, including but not limited to, check positive pay and ACH positive pay. The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (___)_____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____ Title: _____

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Docusign Envelope ID: F096CD37-09C4-4C75-A8CE-A02116257065

EXHIBIT E-2: Payment Requisition Back-up Summary

Cortland County
Purchase of 2 Breathing Air Compressors
Project ID: 26661

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Docusign Envelope ID: F096CD37-09C4-4C75-A8CE-A02116257065

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

   a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

   b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.

2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.

3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.

4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

Docusign Envelope ID: F096CD37-09C4-4C75-A8CE-A02116257065

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action
Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")
Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party
Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of $1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member
Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

(a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;

(b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;

(c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

(d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;

(e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;

(f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and

(g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Attachment: CREST grant - Executed (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

ON MOTION OF SANDRA PRICE **RESOLUTION NO. 76-24**

Authorize and Accept Community Resiliency, Economic Sustainability, and Technology Program (CREST) Grant - Department of Emergency Response & Communications

WHEREAS, the New York State Senate through Senator Webb's office has awarded the Cortland County Department of Emergency Response and Communications a Community Resiliency, Economic Sustainability, and Technology Program ("CREST") grant in the amount of $200,000.00 resulting in no new county costs; AND

WHEREAS, the grant will be covering the purchase and installation of two (2) breathing air compressors machines for the Cortland County fire service; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, County Attorney and Director or Finance, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby are authorized to sign the grant contract with the State of New York Dormitory Authority at an amount not to exceed $200,000; AND BE IT FURTHER

RESOLVED, that the 2024 budget is amended as follows:

	Current	Change	Revised
A34105.43306.CREST	0	$200,000	$200,000
A34105.52015.CREST	0	$200,000	$200,000

; AND BE IT FURTHER

RESOLVED, that the 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, 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.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 28th day of March, 2024and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 28th day of March, 2024.

Clerk of the Cortland County Legislature

Attachment: CREST adopted resolution (12699 : Award Bid Purchase & Preventative Maintenance Agreement - Breathing Air Stations)

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR **AGENDA ITEM NO. 2**

Authorize Agreement with Emergency Medical Physicians - County Coroner

WHEREAS, a Coroner's Physician is required to sign a death certificate, or if it is necessary to have an autopsy done on any death in which a certificate has not been signed; AND

WHEREAS, it is the wish of the County Coroner's Office and the Judiciary and Public Safety Committee to authorize additional Coroner's Physicians to sign death certificates for a fee not to exceed $125 per signature (A11855.54055); NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee and subject to appropriation of funding by the Legislature, is hereby authorized and directed to enter into an agreement with Emergency Medical Physicians of Cortland, PLLC, 134 Homer Ave., Cortland, NY 13045 for the purpose of signing death certificates in the absence of the duly appointed Coroner's Physician for a term beginning January 1, 2025 and expiring December 31, 2027.

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR **AGENDA ITEM NO. 3**

Authorize Contract - 911 Center Medical Director

WHEREAS, Cortland County's Department of Emergency Response and Communications operates an emergency medical dispatching program that provides lifesaving pre-arrival medical instructions to 911 callers in need; AND

WHEREAS, the County's emergency medical dispatching program requires a medical physician to provide oversight, advisement and consent on certain criteria within the medical dispatching program; AND

WHEREAS, Cortland County previously contracted with Dr. David Wurtz, of Guthrie Medical, for the role of oversight and advisement of the County's emergency medical dispatching program; AND

WHEREAS, a 2025 goal of the County's 911 center is accreditation as a center for excellence in medical dispatching requiring significant involvement in the role of the participating physician; AND

WHEREAS, Cortland County has an established relationship with Dr. Darshan Patel, MD, approved by Resolution No. 200-24, and Dr. Patel has expressed interest in participating in the County's 911 center accreditation process; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee as to form and subject to any appropriation of funding by the Legislature, be and hereby is authorized to execute an agreement with Dr. Darshan Patel, MD in the amount of $13,500 to be paid for from account A30205.54055 for three year contract term beginning on or after February 1, 2025 and ending on or before January 30, 2027.

ACE | ACCREDITED CENTER OF EXCELLENCE

ACCREDITATION APPLICATION HANDBOOK

Attachment: ACE medical handbook (12701 : Authorize Contract - 911 Center Medical Director)

IAED | International Academies of Emergency Dispatch

Attachment: ACE medical handbook (12701 : Authorize Contract - 911 Center Medical Director)

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The following U.S. Patents may apply to portions of the MPDS depicted in this book: 5,857,966; 5,989,187; 6,004,266; 6,010,451; 6,053,864; 6,076,065; 6,106,459; 6,607,481; 7,106,835; 7,428,301; 8,066,638; 8,103,523; 8,294,570; 8,335,298; 8,355,483; 8,488,748; 8,494,868; 8,712,020; 8,971,501; 9,319,859. The PPDS is protected by U.S. Patents 7,436,937; 8,396,191; 8,670,526; 8,873,719; 9,319,859. The FPDS is protected by U.S. Patents 8,417,533; 9,319,859. Other U.S. and international patents pending. Protocol-related terminology in this text is additionally copyrighted within each of the IAED's discipline-specific protocols. Original MPDS, FPDS, and PPDS copyrights established in September 1979, August 2000, and August 2001, respectively. Subsequent editions and supporting material copyrighted as issued.

Edition 1: **July 1, 2019**

The Official Accreditation Handbook
This is the official Accreditation Handbook of the International Academies of Emergency Dispatch®.
This book outlines the documentation required for evaluation of the Twenty Points of Accreditation by the Board of Accreditation.

The Board of Accreditation, established in 1992, sets the standards for public safety Emergency Communication Center's regarding quality control, operational compliance, case review, scoring formulas, and formula recognition as an Accredited Center of Excellence (ACE). The Board of Accreditation also provides an independent evaluation to verify and document a communication center's compliance with "The 20 Points of Accreditation" document.

ACCREDITATION APPLICATION HANDBOOK

STRATEGIES FOR SUCCESS

Attachment: ACE medical handbook (12701 : Authorize Contract - 911 Center Medical Director)

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INFORM

Call or email the Associate Director of Accreditation to inform the IAED that your agency wants to become an Accredited Center of Excellence (ACE). There are many resources available to help you. In the US and Canada 1-800-960-6236 and in other International locations 801-359-6916. ACEInfo@emergencydispatch.org.

RESOURCES

- Members-only Facebook group which includes weekly Facebook Live question and answer sessions. Request access: https://www.facebook.com/groups/Race2ACE/
- Pairing with an ACE Mentor Agency to provide support and share tips and resources about ACE
- PDC™ ACE Specialist consultations available through Client Rep site visit from an ACE specialist

ONLINE ACCESS

Request access to the ACE website https://accreditation.emergencydispatch.org/Default/NewApplication

- **There is no cost to gain access to the website**
- View the comprehensive how-to video series
- Assign multiple people to the application
- Assign individuals to specific ACE points
- Set up multiple disciplines under one login
- Upload points as they are completed. No need to wait until all agency documentation is complete.

TWENTY POINTS OF ACCREDITATION

Ensure that you have the most up-to-date version of the Twenty Points of Accreditation.
They can be found here: https://accreditation.emergencydispatch.org/

VERSIONS

Ensure that your agency is on the current version of EVERYTHING.

- MPDS®/FPDS®/PPDS®
- ED-Q Performance Standards
  - Contact the IAED™ for the current versions of Protocol and Performance Standards
- ProQA®
- AQUA®
  - Current software versions are listed here: https://support.prioritydispatch.net/

CALIBRATION

Make sure that the ED-Qs are correctly applying the Performance Standards for call reviews.

- Schedule calibration calls for your ED-Qs
- Request a calibration review by Quality Performance Review (aka National Q)
- Ask an ACE agency to calibrate some calls with you
- Schedule a site visit and have a Priority Dispatch Corp™ (PDC) consultant come out to review your Q program

©2019

Attachment: ACE medical handbook (12701 : Authorize Contract - 911 Center Medical Director)

DOCUMENTATION

Create an agency branded template for your agency to use. Upload documentation in a Microsoft Word document or PDF.

- There are customizable templates available on the ACE Website.
- Please do not print and scan PDF document. They can look unprofessional and save upside down or sideways. Find out where AQUA and other original PDFs are stored and upload the originals.
- While each online point has a text box, avoiding putting large amounts of information in the text boxes. It is very hard to read.
  - Please just put "See attached document" in the text box and submit the information in Word or PDF
- Use a consistent File Naming Convention (FNC) to describe what the files contain and how they relate to the Twenty Points.
  - Best practice is to name the file with its corresponding ACE point, subpoint, agency name, and year. This will assist you in keeping the documents for multiple applications. For example, the floor plan required for Point 1b is named "1b AGENCY NAME 2018"
- Save an electronic copy of all documents on agency hard drive.
  - The ACE Online website does not allow downloads of submitted documentation.
  - These documents can be used for reference during your agency's re-accreditation.
  - Create a folder called "original documents" and save all Word versions here. Then save document as PDF and save in the specific point folders. (Tip From Adam Gaines at Chattham County Comms.)

COMMITMENT

Make sure management really understands the time, effort, and resources it takes to reach ACE. If management isn't fully committed, all the enthusiasm in the world won't accomplish this goal.

- Request a line item in the budget to reflect the cost of FTEs dedicated to accreditation, quality assurance, miscellaneous expenses, and the ACE fee. See website for current fees. https://www.emergencydispatch.org/AccredFees
- Ideally, assign a project manager to ACE. This will ensure that the proper time and focus can be given to the project.

EDIT

Take pride in your application and make sure it is clearly written and spell-checked!

- Only provide the information that is requested. More is NOT better!
- Have someone who is very good at editing review your application prior to uploading.

EMERGENCY DISPATCHERS

Include the emergency dispatchers from the beginning. This will either be your biggest group of supporters or your strongest line of resistance.

- This group holds a lot of power. If you do not have ACE performance levels, you do not have ACE. Let them know how important they are to the process and keep them updated on the progress towards ACE.
- Show the emergency dispatchers appreciation for their commitment and recognize that accreditation is a stressful process for the emergency dispatchers.
- Articulate why ACE is important for them and the citizens they serve.
- Make sure the emergency dispatchers know how accreditation will affect them in their day-to-day job.
- Most importantly, let them know that they are awesome and that accreditation is a validation of the incredible job they do every day.

Attachment: ACE medical handbook (12701 : Authorize Contract - 911 Center Medical Director)

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TECHNICAL SUPPORT

Bring the IT department into the process at the beginning and let them know how integral their support and quick responses will be to the success of accreditation. Consider including IT in your DRC/DSC meetings.

They will be required to assist frequently during this process. For instance:

- Updating CAD, ProQA, and AQUA
- Ensuring that the response configuration is up-to-date
- Providing the response configuration table for the ACE application
- Providing access to and/or running ProQA reports
- Other duties as assigned

TIME

The accreditation process takes anywhere from six to twelve months. It could take longer if the agency runs into challenges. Being prepared for this can help reduce frustration and panic.

- Once the application is submitted for review, it will take a minimum of four weeks for the review process to be completed. It may take longer if clarifications are required.
- To be considered for acknowledgment at NAVIGATOR, the application MUST be received by January 15. Please check with the IAED for international NAVIGATOR deadlines.

RE-ACE

Three years go by in a flash! The day you receive your accreditation is the day you need to start the process for your Re-ACE!

UPGRADING TO NEW VERSION OF STANDARDS

The ED-Q Performance Standards 10th Edition are the only current standards in North American English. All agencies in North American English will need to upgrade to these by end of April 2019. For agencies outside of North America or in other languages, please contact Associate Director of Accreditation for deadline.

BETA TESTING

If you are involved in any beta testing for the IAED, make the Associate Director of Accreditation (ADA) aware immediately. It may involve some special considerations for your ACE review and if the agency doesn't let the ADA know, it could cause confusion.

SUPPORT

Priority Dispatch Corp. has consultants who are ACE specialists. Your agency can request a site visit or virtual meeting. The ACE specialist can conduct an ACE gap analysis and provide feedback on ACE readiness.

- Contact your client rep to discuss scheduling a site visit or virtual meeting
- Many contracts already include on-site days that can be used for a pre-ACE site visit
- Some contracts also include the ACE fees, so there is no additional cost to the agency

SUCCESSION PLAN

Always have at least two people with access to all the accreditation information who well-versed in the accreditation process. This will be invaluable if one person becomes unavailable to complete the project. It is also an excellent strategy to ensure that someone understands the process for subsequent re-accreditation periods.

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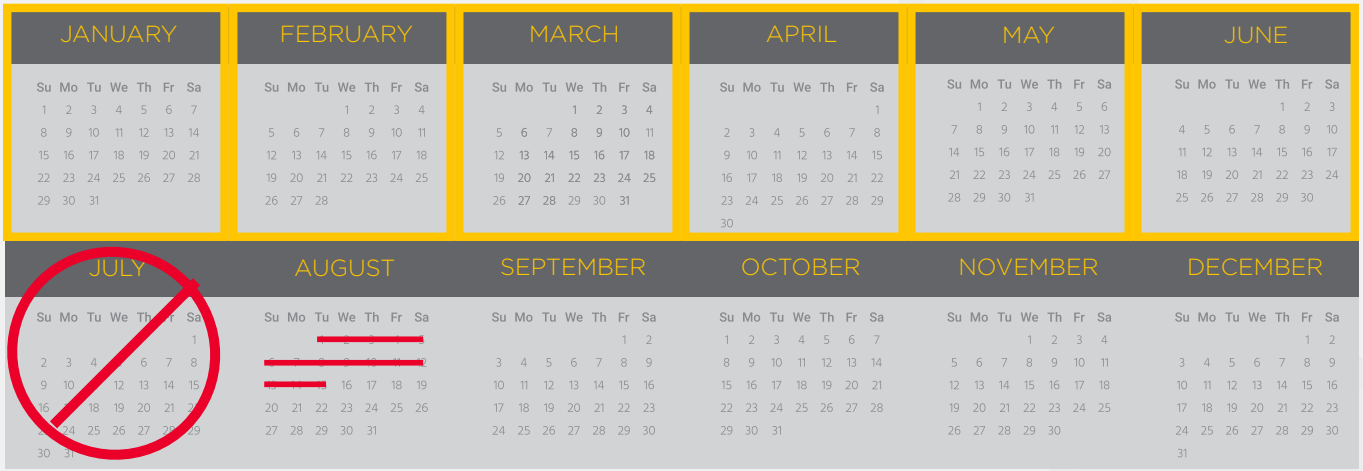
SIX-MONTH ACCREDITATION PERIOD

Reports are to be submitted for the six months immediately preceding the accreditation application. Make sure you calculate this correctly. No one wants to have to redo the 25 calls or send in the wrong month for the ACE reports.

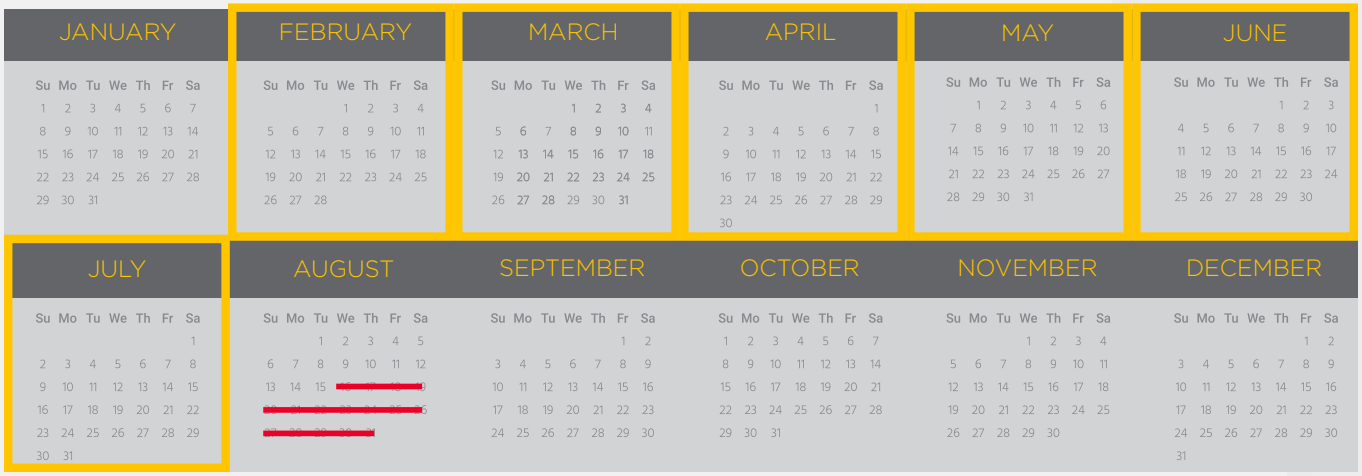
To calculate the six-month period:

- Set the date for the final submission of the application
- If the date is in the first half of the month, skip the month immediately preceding this date
- If the date is in the second half of the month, include the month immediately preceding this date

SUBMISSION IN THE 1ST HALF OF THE MONTH



SUBMISSION IN THE 2ND HALF OF THE MONTH



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SOME BENEFITS OF ACCREDITATION

1. External validation of performance
2. Demonstrates to elected officials that the agency meets and exceeds the standard
3. Promise to citizens that agency will provide the highest level of care and professionalism
4. Provides community with a sense of security
5. Ensures industry best practice is standard practice
6. Confirms accuracy in call assessment
7. Provide an established benchmark for performance
8. Allows agency to compete in an age of consolidation
9. Agency pride
10. Accountability
11. Contracts awarded and renewed based on accreditation status
12. Respected internationally
13. Mentorship opportunities
14. ACE-only pins and window decals; put ACE icon on website, challenge coins, and/or email signature
15. Access to OMEGA Protocols
16. Ability to use ECNS™
17. Invitation to sit on IAED Boards
18. Contribute to research
19. Access to beta versions (on the cutting edge)
20. Recognition during the NAVIGATOR opening session
21. NAVIGATOR ACE discount for registration
22. Access to the ACE Reception (so fun!)
23. **BRAGGING RIGHTS!**

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WHAT YOUR PEERS SAY

I wish I had known ahead of time what the feeling was going to be once achieving it. If I had known it was going to be my "aha moment," I would have worked on it many years prior. The fear was always there in years prior that we couldn't do it ... I found out that we could do it, we did have the personnel, our scores were AMAZING, and the support from management was there all the time. And failure is the one F-word we don't mention here at all anymore. We can achieve anything we set our minds to.

Karon S. Humphreys, Assistant Dispatch Manager, CONFIRE Communications Center, California (USA)

ACE is important to me because it helps keep me focused and on track to giving the best care possible while help is on the way. As a dispatcher, one of my goals is to make the person who called 911 feel like they truly made a difference in helping the person they are calling for; I never want them to feel like they could have done something different or better when the outcome might not be what we want, especially during a critical call. In knowing better, I do better and I feel like the level of care provided on the phone not only helps the patient and the first responders, but it helps me feel like I did my job to the best of my ability.

Alyse Ryan, Public Safety Dispatcher, Ontario Fire Department, California (USA)

ACE is important to me because it shows our true dedication to this profession and our community. To me, it shows that we hold ourselves to a higher standard. It also serves as a promise to our citizens and responders that we will provide the highest level of care and professionalism.

John Ferraro, Executive Director, Northwest Central Dispatch System, Illinois (USA)

Being recognized as an Accredited Center of Excellence (ACE) shows that the product is being used not only as it is designed but also to its fullest potential. It's an achievement that every center is capable of achieving when properly using the product. The time and effort it takes to achieve ACE is minimal compared to the rewards of achieving ACE.

Donald J. Burr, ENP Deputy Director, SEECOM, Illinois (USA)

It gives the employees a great sense of pride to be part of an elite process. Our chief often brags about our comm. center. In talks with other agencies, chiefs, etc., he mentions the center first and gives them the spotlight. It increases morale and identifies their vital role in the agency as more than 'just calltakers' which is the negative connotation often looming over centers.

Nadine Zilke, Support Services Supervisor, St. Cloud Police Department, Florida (USA)

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TWENTY POINTS OF ACCREDITATION—POINT-SPECIFIC TIPS

Use of these icons indicate a discipline-specific tip

1. COMMUNICATION CENTER OVERVIEW AND DESCRIPTION

a. Document the total number of stations that are active (calltaking and dispatching) and the number of supervisory or standby stations.

- !! List all the positions in the communication center. If a position can have more than one function, list the most common function.
- !! If you want to submit any general information about your agency, you can do it in Point 1.

b. Include a floor plan showing the placement of each workstation.

- !! Do not hand-draw this! Use a computer program if possible and make it look professional.
- !! Label each position.
- !! Please do not submit an unlabeled office furniture company drawing for this point.

c. List any current accreditations and the accrediting body.

- !! This is for agency accreditations, not individual certifications.

d. Include documentation of last ISO (or applicable body) rating. *

i. Show rating of the communication center for the last period.
ii. Include overall department rating for the same period.
*Where ISO rating is not available or applicable, provide supporting documentation in place of Point 1d.

- !! For more information on ISO see Appendix A

d. List any current accreditations and the accrediting body.

i. Show rating of the communication center for the last period.
ii. Include overall department rating for the same period.
1. Provide relevant documentation outlining rating changes.
*Where CALEA rating is not available or applicable, provide supporting documentation in place of Point 1d.

- !! For more information on CALEA see Appendix B.

2. MEDICAL/FIRE/POLICE PRIORITY DISPATCH SYSTEM™ (PDS™) VERSION AND LICENSING CONFIRMATION

a. Provide the following as applicable:

i. MPDS/FPDS/PPDS version number
ii. ProQA® version number
iii. AQUA® version number
iv. ED-Q™ Performance Standards edition number

b. Include documentation (or policy, directive, etc.) stating that the most recent versions of the PDS (ProQA and cardsets) and the Performance Standards will be implemented within one year of their release.

- !! Make sure to confirm with the Academy which versions of the above are current. The agency must be using the current version of Protocol and Performance Standards.
- !! PDS and Performance Standards must be updated within one year of release.
- !! Software versions expire three months after the release of a new version.
- !! Take a picture of the version tab in ProQA. This will provide the PDS version number and the ProQA number.

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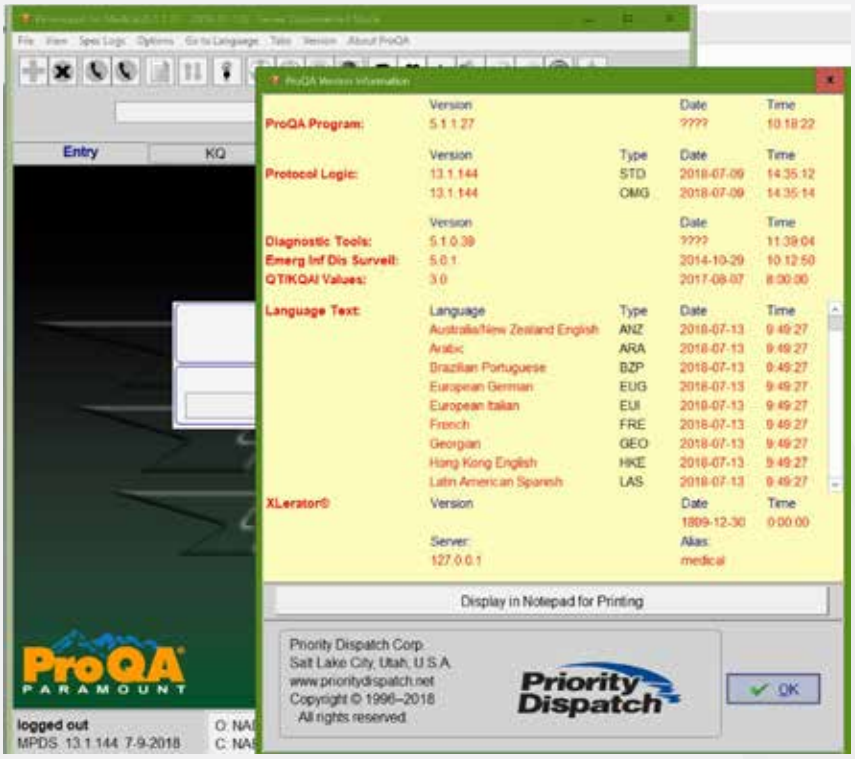

3. CURRENT ACADEMY EMERGENCY DISPATCHER CERTIFICATION OF ALL PERSONNEL AUTHORIZED TO PROCESS EMERGENCY CALLS

a. Provide a list of all emergency dispatchers, indicating their names, hire dates, last certification dates, next recertification dates, and Academy emergency dispatcher certification numbers.

- **!!** Make sure Employee, Hire Date, Last Certification Date, Next Certification Date and emergency dispatcher number are here.
- **!!** "Certification number" is the Member number found on the verification report and on the wallet card.
- **!!** Double-check and make sure that no one's certification has lapsed or will lapse within six months of the application.
  - You can request a verification report from certs@emergencydispatch.org to confirm your record with the IAED. Do not submit the verification report for this point.
  - If anyone will expire during this time include information on when they will be recertified.
  - If anyone is expired due to being off on a long-term illness or other reason, include this information.
- **!!** Present this clearly

EXAMPLE

NAME	HIRE DATE	LAST CERT	NEXT CERT	MEMBER #

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4. ALL EMERGENCY DISPATCHER CERTIFICATION COURSES ARE CONDUCTED BY ACADEMY-CERTIFIED INSTRUCTORS, AND ALL CASE REVIEW IS CONDUCTED BY ACADEMY-CERTIFIED ED-QS

a. If you have an in-house or contracted instructor, include her/his name, next recertification date, and certification number.

!! If you do not have an in-house instructor then write a sentence that states "[AGENCY] uses Academy-certified, contracted instructors provided by Priority Dispatch Corp."

b. List all ED-Qs, indicating their names, next recertification dates, and Academy ED-Q certification numbers.

!! Make sure Employee, Next Certification Date and EDQ # are here.
!! "Certification number" is the Member number found on the verification report and on the wallet card.
!! Double-check and make sure that no one's certification has lapsed or will lapse within six months of the application.
!! If anyone will expire during this time, include information on when they will be recertified.
!! Present this clearly

EXAMPLE

NAME	NEXT CERT	ED-Q #

5. FULL ACTIVITY OF QUALITY IMPROVEMENT (QI) COMMITTEE PROCESSES

a. Include copies of agendas and minutes of all Dispatch Review Committee (DRC) and Dispatch Steering Committee (DSC) meetings (at least two DRC meetings and one DSC meeting in the six months immediately preceding the application).

!! Ensure you have commitment from management to make these meetings a priority.
- Conference calls and webinars are acceptable.
- Communicate to committee members (especially high-ranking officials) that these meeting are a requirement of accreditation and repeated canceling of, or failure to schedule, these meetings will jeopardize the accreditation.

!! Make sure to submit the minutes and not just the agenda.
!! Make sure to hold the minimum number of meetings in the prescribed period.
!! Minimum of two DRC and one DSC in the six months prior to submitting application.
!! DRC/DSC minutes need to be relevant.
!! Ensure that meetings contain discussion pertaining to protocol and emergency dispatcher performance.
!! Make sure the minutes identify the committee. Clearly label it DRC or DSC.
!! If your agency combines the DRC and DSC explain this.

b. List the names and titles of all committee members for the following:

i. Quality Improvement Unit (Quality Assurance Unit in Performance Standards 10th Edition)
ii. Dispatch Review Committee
iii. Dispatch Steering Committee

!! If your agency has a different name for the committee include this information and put the IAED name beside the name the agency uses. Example: Manager's Task Force (DSC)

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!! Make sure the right people are on the right committee:
- QAU—All the ED-Qs in the agency (and no one else). Note: the QAU is not actually a committee and does not require submission of meeting minutes.
- DRC—Emergency dispatchers, Field Responders (paramedics, police, firefighters), ED-Q, Training Officer, Supervisor, etc.
- DSC—Chief, Comm. Center Manager, Medical Director, etc.
- Refer to the ED-Q course manual for more info on committees.

c. List the objectives and tasks of each of these committees.

!! Create one document with the title of each of the committees, the names of its members, and their role on the committee and the objectives and tasks.
- Refer to the ED-Q course manual for more info on committees.

6. IAED QUALITY ASSURANCE AND IMPROVEMENT METHODOLOGY

a. Attach a complete description of the methods used to evaluate emergency dispatcher performance in using all elements of the MPDS, FPDS, and PPDS correctly as outlined in the ED-Q Course Manual (consistent reviewing practices). The document should outline the following:

i. How cases are randomly selected.

!! Use AQUA to import a random selection of ProQA calls.

!! The only requirement is for a random import of calls. ACE does not require a specific number of calls per emergency dispatcher, nor a specific capture of Chief Complaints. These are handled by focused reviews.

RANDOM IS NOT EVERY FIFTH CALL—THAT IS A PATTERN!

ran·dom

adj. Having no specific pattern, purpose, or objective: *random movements.*

ii. The minimum number of cases reviewed monthly.

!! Make sure that the correct number of calls are reviewed based on ACE requirements for call volume (per discipline).

!! Calculate annual call volume by running a Master Dispatch Analysis Report.

!! Provide the minimum MONTHLY number (not yearly or how many were reviewed for ACE).

iii. Any special case review practices employed. This can include cases identified by the agency that warrant additional reviews.

!! Make sure to state clearly state the special case review practices. These are referred to as "focused reviews" in the Performance Standards 10th Edition that are done in addition to the random audits. Please note, it is against ACE guidelines to mark a random case review as a special case to have it excluded from the random review. Cases that come up in the random stay in the random. ***See Appendix C***

!! Focused audits are completed in addition to the random reviews and are agency defined. Please refer to the Emergency Dispatch Quality Management: Quality Assurance Course Manual 6th Edition, page 3.4 for examples of focused review topics.

!! If a case that is already part of the random is also needed as part of a focused audit, AQUA will allow you to do this by ticking "focused review."

!! If no special case review practices are employed, state this, but you really should have a special case/focused audit practice.

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b. Attach a detailed description of how emergency dispatcher performance is checked, tabulated, and tracked.

- !! Employee performance is often stored in AQUA. Describe how you use the data in AQUA to check, tabulate, and track emergency dispatcher performance to ensure that you know how they are doing and to provide feedback effectively.
- !! If your agency uses an Information Management System describe how this is used to track emergency dispatcher performance.

c. Include details and dates of when case review began and how scores were shared with each employee.

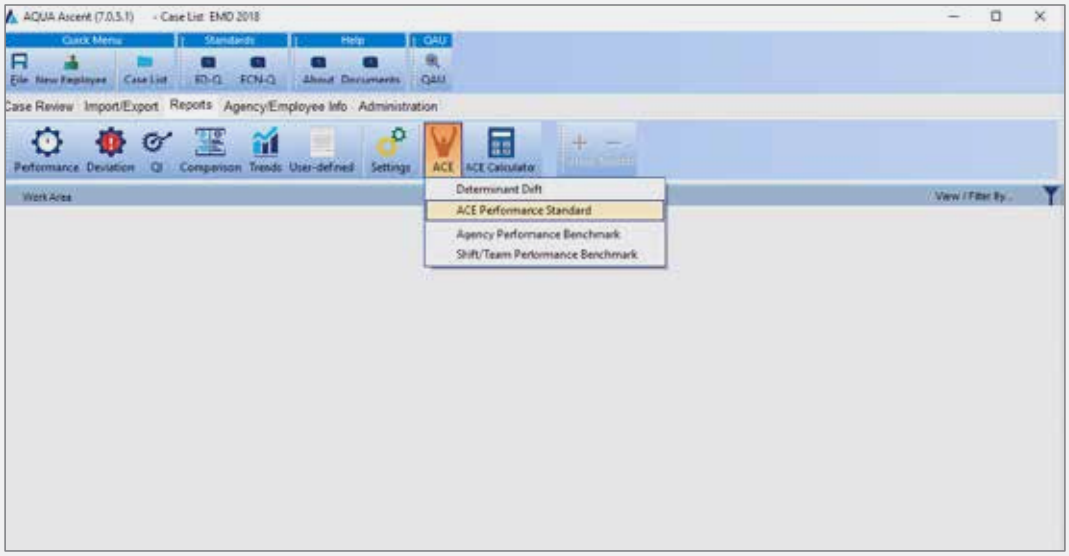
- !! Make sure to include how you get the case reviews to each employee: email, face-to-face, information management system, put in a mail slot?

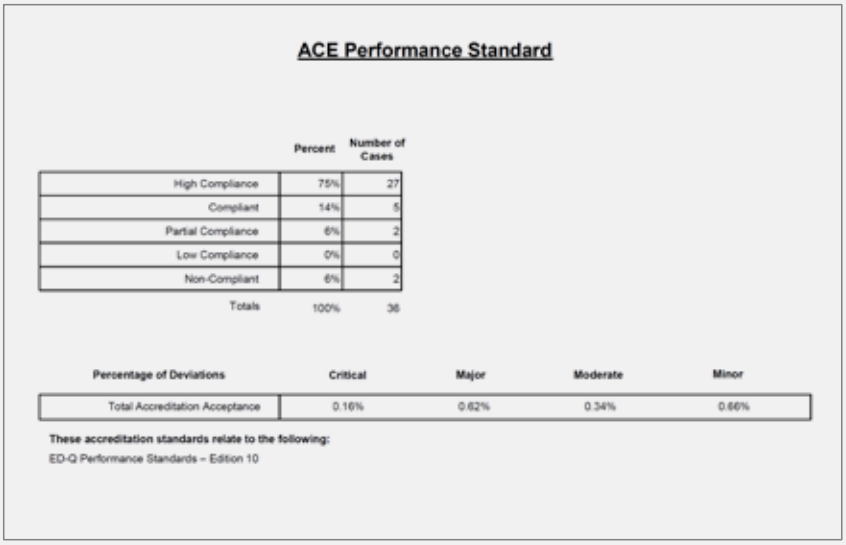
d. Include details and dates of when shift and center scores were posted.

- !! Make sure **DATES** and **SHIFT** scores and **CENTER** scores are posted and recorded here.
  - Do not post individual's reports.
- !! Make sure that it is the **ACE reports** and NOT the old 95% scoring reports.

CREATING AN ACE REPORT

AQUA 7





ACE Performance Standard

	Percent	Number of Cases
High Compliance	75%	27
Compliant	14%	5
Partial Compliance	6%	2
Low Compliance	0%	0
Non-Compliant	6%	2
Totals	100%	36

Percentage of Deviations	Critical	Major	Moderate	Minor
Total Accreditation Acceptance	0.16%	0.62%	0.34%	0.66%

These accreditation standards relate to the following:

ED-Q Performance Standards – Edition 10

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7. CONSISTENT CASE EVALUATION THAT MEETS OR EXCEEDS THE ACADEMY'S MINIMUM PERFORMANCE EXPECTATIONS

**These call volume calculations apply to 4b/9b Performance Standards ONLY and are expired in most languages. Contact Associate Director of Accreditation right away if using 4b/9b Performance Standards.*

a. Based on agency size, one of the following will apply:

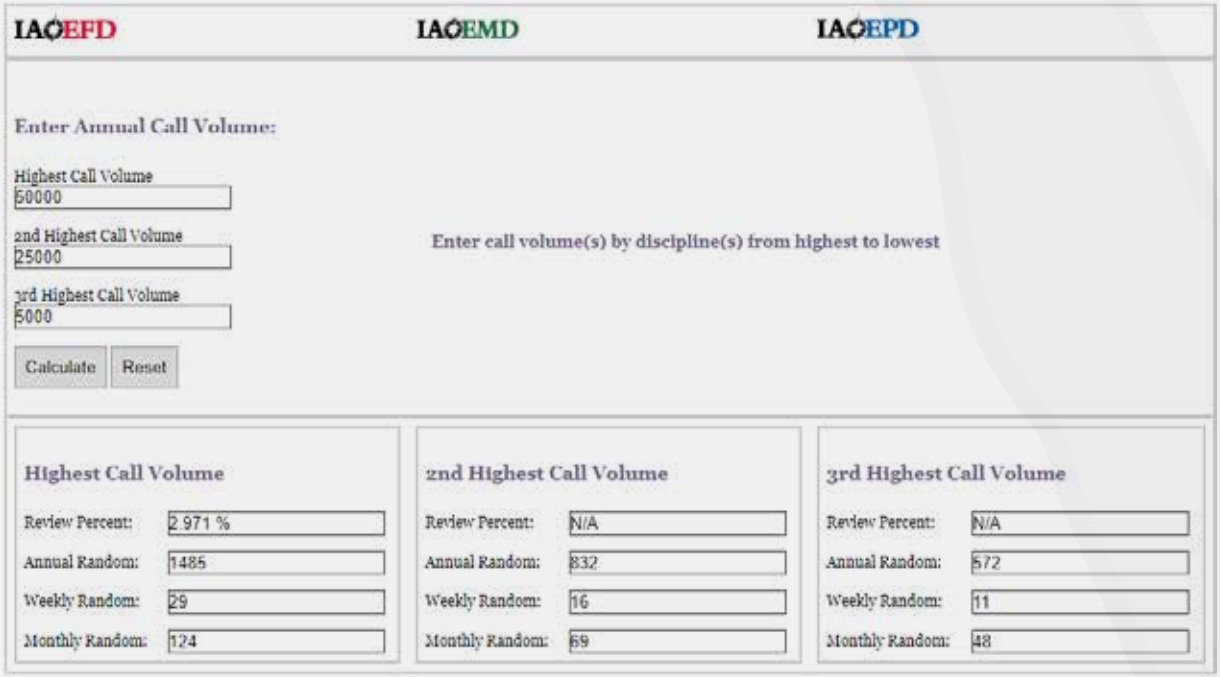
i. Agencies whose call volume is above 500,000 will be required to audit 1% of their cases.

ii. Agencies whose call volume is between 43,333 and 500,000 will be required to audit a percentage ranging between 3% and 1%. Use the sliding scale calculator on the Academy's website and provide a screenshot printout of the calculation and total.

iii. Agencies whose call volume is between 1,300 and 43,332 will be required to audit 1,300 cases (25 per week).

iv. Agencies whose call volume is below 1,300 will be required to audit 100% of their cases.

Please note: the Performance Standards 10th Edition has a new random review calculation. This can be found on the IAED website https://www.emergencydispatch.org/AccredCalculator as well as in AQUA. Please use this to calculate required random call volume.



ANNUAL CALL VOLUME BY DISCPLINE**	HIGHEST CALL VOLUME DISCIPLINE		SECOND HIGHEST CALL VOLUME DISCIPLINE		THIRD HIGHEST CALL VOLUME DISCIPLINE	
	Per Year	Per Week	Per Year	Per Week	Per Year	Per Week
0-1000*	520	10	364	7	260	5
1001-5000*	884	17	728	14	572	11
5001-15000	936	18	780	15	624	12
15001-25000	988	19	832	16	676	13
25001-43333	1040	20	884	17	728	14
>43,333	Calculated on a 1-3% sliding scale. Refer to ACE calculator in AQUA 7 or on the website http://www.emergencydispatch.org/AccredCalculator					

*Random review number is never greater than 50% of the discipline annual call volume.

**ECNS calculation is not provided by the calculator. Please refer to the Twenty Points to determine the random calculation for ECNS.

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!! Call volume is the number of calls processed using ProQA. It is discipline specific and Medical, Fire, and Police will have different call volumes. The Master Dispatch Analysis in ProQA Reports will provide this information.
!! Include a sentence that clearly states both the call volume and the number of audits that are performed each week.
!! Take a screenshot of your agency's ACE Calculator numbers to include in the submission. Put in call volumes for ALL disciplines that use protocol to ensure the correct calculation.
Example:
[Agency] has a total call volume of 550,000 cases per year and is required to audit 1% of the cases which is 106 audits per week.

b. List the total number of emergency medical calls received by the center in the six months immediately prior to the accreditation application.
!! This does not have to be broken down by month. Provide documentation of the total number of calls reviews. "January–June 2018: 2500 calls reviewed."

c. List the total number of cases reviewed in the same time period.
!! Make sure that at least the minimum number of calls have been reviewed.
!! These calls MUST be randomly selected for ACE review. They cannot be cases from any other source (focused audits, investigations, etc.). Use the import feature in AQUA to import the random cases.

8. HISTORICAL BASELINE QA DATA FROM INITIAL IMPLEMENTATION OF STRUCTURED ACADEMY QA PROCESSES (FIRST QI SUMMARY REPORT, IF AVAILABLE)

a. A baseline QI Summary Report (or equivalent).

b. Determinant Drift Reports (or equivalent) for the center.

c. Indicate on cover letter if these items are not available.
!! Don't worry, these do not have to be ACE levels.
!! If your agency started with using V 9a/4a or later Performance Standards, then submit the "ACE Report" instead of the "QI Summary Report."
!! Only the first month—not from start until present.
!! If you don't have the first month's data, provide the oldest data you have and include a note to explain why you don't have older data.
!! Do not include every page of the Determinant Drift Report, ONLY the "all" page from the end of the report. Take a screenshot of the "All" page and put in a Word document or save this page of the report as a single page PDF.
!! Save these baseline reports. You can submit them for every single Re-ACE that you do as it is historical data.

9. MONTHLY AVERAGE CASE EVALUATION COMPLIANCE SCORES FOR THE DISPATCH CENTER FOR SIX MONTHS IMMEDIATELY PRECEDING THE ACCREDITATION APPLICATION AT OR ABOVE ACCREDITATION LEVELS

a. Include Accreditation Report showing compliance at or above the following expected minimum performance levels for at least the three months preceding the application.
!! Include six reports (one for each month).
!! The last three months (closest to submission) must be ACE levels.
- CHECK THIS: Partial and/or Low must be 10% or lower and Non-Compliant must be 7% or lower.
- The deviation levels must ALL be 3% or lower.
- Each month must meet these levels. It is NOT an average.
- If any of these levels are out of range, YOU ARE NOT READY TO SUBMIT.

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b. Include a Communication Center Determinant Drift Report showing that both risk and waste responses are 5% or less for the last three months preceding the application.

!! Provide three separate monthly reports

	ACE
High Compliance	
Compliant	
Partial Compliance	10%
Low Compliance	10%
Non-Compliant	7%

Percentage of Deviation Accepted	Critical Deviation	Major Deviation	Moderate Deviation	Minor Deviation
	3%	3%	3%	3%

10. VERIFICATION OF CORRECT CASE EVALUATION AND QI TECHNIQUES, VALIDATED THROUGH INDEPENDENT ACADEMY REVIEW

!! If every call is High Compliant—this is a red flag. No agency has perfect performance. This point is assessing the accuracy of the ED-Q and not the accuracy of the emergency dispatcher.

!! FPDS: Maximum 5 Alarm calls allowed for Point 10 submission

!! Review ED-Q practices prior to starting the ACE process to ensure reviewer accuracy.
- Calibration case reviews
- ED-Q Refresher course
- AQUA training
- External audit of case review process

!! Get in the habit of checking the reviews before they are sent out to the emergency dispatcher.
- Always check to make sure the Final code as reviewed is completed.
- Watch out for double dings. (Use Cascade error in Performance Standards 10th Edition.)

!! All performance standards must be followed and appropriate comments and reasonable deviations given.

!! Make sure that ED-Qs are using AQUA properly (e.g. marking radial dials for Obvious and N/A correctly).

!! Include a summary document of any agency-specific policies that effect the call review process. Ensure the actual policy is submitted in Point 12.

a. Provide copies of 25 case review audio files with completed Case Evaluation Records (CER) and Incident Performance Reports (IPR) for Academy assessment. ***New Please submit the merge file (.adb) from AQUA instead of the CERs and IPRs***

!! Please note the new requirement to submit the merge file (.adb). This allows for a more accurate review of the ED-Q process. See Appendix D.

!! Label the wave files THE SAME as the AQUA file for easy identification.
- Do not expect the BOA reviewer to try and figure out what AQUA reports goes with which wave file.

!! We are reviewing the accuracy of the ED-Q and not the accuracy of the emergency dispatcher.

!! Include 22 calls from the one-month period immediately preceding the application.
- These calls must be selected purely at random; they must not be cases specifically marked for feedback or other review.

!! All 22 random calls need to be from the requested period (one calendar month).

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!! These calls must be selected from previously reviewed calls in AQUA that are part of ACE reporting and are NOT reviews done specifically for the ACE application.

i. State the process for random selection of these calls.

!! These calls must be selected in a purely RANDOM manner: http://www.random.org/
Random is not every fifth call—that is a pattern
Random is not selecting one call from every emergency dispatcher—that is a pattern
Random is not selecting one call from each protocol—that is a pattern

ii. Include an additional three cases involving Pre-Arrival Instructions (the first pre-arrival case taken for each month in the three months immediately preceding this application).

!! These calls must be selected from previously reviewed calls in AQUA that are part of ACE reporting.

!! One call from each of the three months preceding the application.

!! Add "PAI" to the end of the AQUA number to identify that these are the cases submitted as a PAI case.

!! If there are no PAIs in the three months go back up to six more months to find PAI calls.

- If this applies to your agency, please submit a document to explain the process for finding a PAI calls.
- If no calls in six months, submit three more reviews that are random.
- If your agency rarely has PAIs, consider establishing a focused audit process to review 100% of these cases to ensure they are being handled correctly.

11. IMPLEMENTATION AND/OR MAINTENANCE OF MPDS/FPDS/PPDS ORIENTATION AND DISPATCH CASE FEEDBACK METHODOLOGY FOR ALL FIELD PERSONNEL

a. Describe your MPDS/FPDS/PPDS field orientation process.

!! Write a brief explanation of how your agency teaches the responders (paramedics, firefighters, or police officers) about PDS and the communication center.

i. Include a copy of the Power Point and/or teaching plan of this orientation.

!! Ensure to provide documents that demonstrate the training provided to the responders.

ii. List the number of Field Responder Guides distributed, along with the dates these were given out.

!! If using the FRG app provide details of the number of apps and the date installed.

!! If using a Mobile Data Terminal/Computer or equivalent, provide screenshots to demonstrate the information sent to responders. See Appendix E

b. Describe your emergency dispatcher case feedback methodology.

!! What is the process for paramedics/police officers/firefighters who have a compliment or a concern about a dispatch call? How do they file this? Where does it go? Who investigates it? How does the info get to the emergency dispatcher and back to the field responder?

c. Include a blank copy of the field feedback form utilized by your agency.

!! A screenshot of an online form is acceptable.

i. Include documentation of the dates these were distributed to all field stations.

12. VERIFICATION OF LOCAL POLICIES AND PROCEDURES FOR IMPLEMENTATION AND MAINTENANCE OF PDS. INCLUDE ALL POLICIES RELATING TO EMD/EFD/EPD PRACTICES, WHICH MUST INCLUDE THE FOLLOWING:

!! ACE Online website has templates and example policies that can be downloaded.

!! Make sure all "local policies" are clear and do not contradict PDS or allow non-use or alteration of any components of protocol (Case Entry, Chief Complaint, Key Questions, Diagnostic Tools, or DLS instructions). Policies in Appendix F

!! Contact the Associate Director of Accreditation if you have any questions about agency policies.

!! ONLY include the relevant pages of the policy manual and HIGHLIGHT the specific section that you are submitting. Do not expect the reviewer to look through all pages of a policy to find the specific policy requested.

!! Submit a Word document or PDF with the name of the ACE point so it is very clear to the reviewer. Example: "CDE Requirement 12.c.ii"

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a. Implementation and application of MPDS/FPDS/PPDS.

b. Medical Director approval of all MPDS protocols, including those requiring local approval, for example:

- OBVIOUS DEATH and EXPECTED DEATH
- OMEGA referrals (if applicable)
- HIGH RISK Complications for childbirth
- Protocol 33 ACUITY Levels (if applicable)
- Aspirin Diagnostic and Instruction Tool
- STROKE Treatment Time Window
- Cardiac Arrest Pathway

!! If your agency does not use OMEGA and/or Protocol 33, then write a statement about it.
!! The use of the Stroke Diagnostic Tool is mandatory.
!! Ensure that you have the approvals for the current version of protocol. Check the "Special Definitions" tab in Paramount Admin to make sure that you are submitting approval for the most current Special Definitions. Please note that these can change with a new version of protocol.
!! A Protocol Authorization template is available. Contact Associate Director if you want this.

b. Fire rescue approval of all FPDS protocols, including those requiring local approval, for example:

- HIGH RISE
- LARGE vs. SMALL Aircraft
- SERVICE CALL
- LARGE BRUSH/GRASS Fire

!! Ensure that you have the approvals for the current version of protocol. Check the "Special Definitions" tab in Paramount Admin to make sure that you are submitting approval for the most current Special Definitions. Please note that these can change with a new version of protocol.
!! A Protocol Authorization template is available. Contact Associate Director if you want this.

b. Law enforcement approval of all PPDS protocols, including those requiring local approval, for example:

- CHILD vs ADULT Age Ranges
- LARGE vs. SMALL Group
- EXPECTED DEATH and OBVIOUS DEATH
- Time lapse for in-progress, just-occurred, and PAST events

!! Ensure that you have the approvals for the current version of protocol. Check the "Special Definitions" tab in Paramount Admin to make sure that you are submitting approval for the most current Special Definitions. Please note that these can change with a new version of protocol.
!! A Protocol Authorization template is available. Contact Associate Director if you want this.

c. Protocol compliance

!! This is not a header for a section. We want a policy on protocol compliance expectations.
!! The IAED ACE compliance levels are for agencies ONLY and cannot be directly applied to individuals. Individual performance needs to be tracked over time (three to six months minimum). The agency must create an individual and agency compliance policy. The IAED has sample policies. Contact Associate Director.

i. Quality improvement

!! Ensure that the QI policy references the current edition of the Performance Standards and NOT the old percentages from the 8th Edition

ii. CDE requirements
iii. Performance management and remediation
iv. Customer service skills

!! Explain how customer service scores are addressed by your agency.

v. Language translation processes

d. A policy stating that all emergency medical calls are only processed by emergency dispatcher-certified personnel, and that employees are removed from their calltaking duties if their certification is expired, suspended, or revoked.

!! Ensure that the policy states that the emergency dispatcher will be removed from calltaking duties if their certification is expired, suspended, or revoked. ALL THREE must be part of the policy.
!! Emergency dispatchers must be certified prior to taking ANY live calls (including if double plugged with a trainer).

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13. COPIES OF ALL DOCUMENTS PERTAINING TO YOUR CONTINUING DISPATCH EDUCATION (CDE) PROGRAM

!! Do not need to include copies of the CDEs, just the details of topics covered.
!! Some must address IAED protocols.
!! The NAVIGATOR Conference and the IAED College of Emergency Dispatch provide an excellent source of CDE. http://www.emergencydispatch.org/Conference and https://learn.emergencydispatch.org/LEARN/

a. Submit the CDE schedules and topics for the past six months.

b. Submit emergency dispatcher attendance records.
!! Keep track of this attendance. We really expect this; the list should have names and dates on it.
!! http://www.emergencydispatch.org/Members offers a Supervisor feature, which allows you to track emergency dispatchers CDE online.

c. Submit a CDE schedule draft for the next six months.
!! We want to see that you are planning your CDE to address relevant issues in your agency. If CDE topics change based on newly identified issues, that is okay!

☐ Check this box if utilizing the Advancement Series. (The College of Emergency Dispatch is now available. Please indicate if your agency uses this for training.)

14. SECONDARY EMERGENCY NOTIFICATION OF DISPATCH (SEND) ORIENTATION

a. Include documentation of the distribution of SEND Protocol information to all police and fire dispatchers to other agencies routinely forwarding emergency calls.
i. List others as appropriate.

b. Include documentation of agencies trained, copies of attendance records, and any training materials used for this process.

☐ Check this box if utilizing the Special Procedures Briefing CD on SEND.

!! This is not a suggestion; it is a requirement to offer training. If the police or fire department is refusing to comply, your agency must demonstrate that you have attempted to do this.
!! This is a requirement to offer training to your first responders (firefighters/police officers) so they know what information to provide to their dispatchers who will, in turn, give your agency the information.
!! If the agency uses multiple disciplines, this point is potentially met by training provided to meet Point 11.
!! ADVANCED Send is now available and recommended for use. Please contact Client Rep to obtain. If using ADVANCE SEND, please submit 14a as requested. For 14b, submit date training was completed for EMDs and for police officers. Also submit a screenshot of ProQA Admin "restricted settings" showing ADVANCED SEND verification.

14. THE PROCESS THAT WILL OCCUR WHEN OUTSIDE AGENCIES REQUEST A FIRE RESPONSE. INCLUDE THE FOLLOWING:

a. Distribution of protocol information to police and medical dispatchers and to other agency dispatchers.

b. Provision of FPDS orientation to all such dispatchers.

c. Description of the orientation process.

d. Copies of any literature, including handouts and slides.

e. Copies of attendance rosters.

f. Total number of dispatchers trained and the organizations that employ them.
!! The agency is expected to contact surrounding police and medical dispatch agencies to provide information and training on the agency's use of FPDS.
!! 14a-f is considered complete if agency uses multiple disciplines and dispatchers are cross-trained. Submit a document stating all PDS disciplines used by agencies and that all emergency dispatchers are cross-trained in all disciplines.

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14. THE PROCESS THAT WILL OCCUR WHEN OUTSIDE AGENCIES REQUEST A LAW ENFORCEMENT ASSISTANCE RESPONSE. INCLUDE THE FOLLOWING:

a. Distribution of protocol information to fire and medical dispatchers and to other agency dispatchers.

b. Provision of PPDS orientation to all such dispatchers.

c. Description of the orientation process.

d. Copies of any literature, including handouts and slides.

e. Copies of attendance rosters.

f. Total number of dispatchers trained and the organizations that employ them.

- !! The agency is expected to contact surrounding fire and medical dispatch agencies to provide information and training on the agency's use of PPDS.
- !! 14a-f is considered complete if agency uses multiple disciplines and dispatchers are cross-trained. Submit a document stating all PDS disciplines used by agencies and that all emergency dispatchers are cross-trained in all disciplines.

15. ESTABLISHED LOCAL RESPONSE ASSIGNMENTS FOR EACH MPDS/FPDS/PPDS DETERMINANT CODE

a. Include a description of the process for developing response configurations.

b. Include a list of all MPDS/FPDS/PPDS Determinant Codes and each locally assigned response configuration.

- !! This is how your agency *initially* created the local response configuration.
- !! How fast (HOT or COLD)? What type of unit (ALS, BLS, Ladder, pumper, Constable, K9)?
- !! If a comm. center dispatches for multiple agencies with unique response configurations, then a Local Response Assignment must be submitted for each agency.
- !! It is recognized that police agencies may dispatch a varying number of units, and or specialty squad responses based on availability and officer's self-dispatching over the radio at the time of dispatch. Please provide your response type and priority for each PPDS Determinant Code.

c. Include copies of the specific Dispatch Steering Committee (DSC) minutes with verification that all response configurations are approved.

- !! Keep careful minutes of this process and include them here.

16. MAINTENANCE AND MODIFICATION PROCESSES FOR LOCAL RESPONSE ASSIGNMENTS TO MPDS/FPDS/PPDS DETERMINANT CODES

Provide documentation about how MPDS/FPDS/PPDS local response assignments are regularly reviewed and how recommended changes are approved.

- !! This is how the agency *routinely reviews* the local response assignments.
- !! IAED recommends a scheduled review at least annually as well as prior to the implementation of a new version of protocol.
- !! Be specific! Describe how new versions of protocol are reviewed and how new response assignments are selected.

17. THE CALL CENTER'S INCIDENCE (NUMBERS) OF ALL PDS CODES AND LEVELS FOR SIX MONTHS IMMEDIATELY PRECEDING APPLICATION

Each Chief Complaint
(1–48)
(51-83)
(101-136)

Each individual Determinant Code

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Each Determinant Level (A, B, C, D, and E)

!! Even though there are three parts to this point, it is all covered by submitting one report: The Master Dispatch Analysis

1. This is a ProQA report; NOT an AQUA report.
2. Please make sure you know what this is and how to use it. (If you need help contact Software Support.)
   1. Ensure the report filters out aborted calls and test calls.

Contact info for Paramount Reports support in Appendix G

18. APPOINTMENT AND APPROPRIATE INVOLVEMENT OF THE MEDICAL DIRECTOR/FIRE RESCUE ADMINISTRATOR/LAW ENFORCEMENT OFFICER TO PROVIDE OVERSIGHT OF THE CENTER'S EMERGENCY DISPATCHER ACTIVITIES

a. List the name, address, license number, and country/state/province (or equivalent) in which the Medical Director/Fire Rescue Administrator/Law Enforcement Officer is licensed to practice.

b. Include a copy of the documentation appointing the above.

c. List the approved roles and responsibilities of the above within the dispatch system.

!! Write a statement (on agency letterhead) that is signed by the appointing person (chief, etc.) that lists a, b, & c. (It only needs to be one document.)

!! It is understood that a Fire Rescue Administrator or a Law Enforcement Officer may not have a license number. If this is the case, simply state that there is no license number for this role.

!! If a comm. center serves multiple agencies with multiple administrators, consider having the administrators designate one person as the signing authority.

19. AGREEMENT TO SHARE NON-CONFIDENTIAL EMERGENCY DISPATCH DATA WITH THE ACADEMY AND OTHERS FOR THE IMPROVEMENT OF THE MPDS/FPDS/PPDS AND THE ENHANCEMENT OF EMERGENCY DISPATCH IN GENERAL

a. Include written verification, signed by the agency's senior executive, agreeing to the above requirement.

b. Include written verification, signed by the agency's senior executive, agreeing to submit the quarterly compliance summary reports to the Academy (submitted electronically through the Academy's website).

!! Write a statement (on agency letterhead) that is signed by the appointing person (chief, etc.) that lists a & b. (It only needs to be one document.)

!! Ensure it reflects the new policy of QUARTERLY reporting and not the old requirement of semi-annual reporting.

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20. AGREEMENT TO ABIDE BY THE ACADEMY'S CODE OF ETHICS, CODE OF CONDUCT, AND THE STANDARDS SET FORTH FOR AN ACCREDITED CENTER OF EXCELLENCE

a. Include written verification, signed by the agency's senior executive, agreeing to the above requirement.

b. Provide verification and date of the prominent posting of the Code of Ethics and its location.

- **!!** Write a letter (on agency letterhead) that is signed by the appointing person (chief, etc.) that lists a & b. (It only needs to be one document.)
- **!!** Make sure that the letter mentions ALL THREE:
  1. Code of Conduct
  2. Code of Ethics
  3. Standards

High Res PDF link in Appendix H

NOTES

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NFPA AND ISO BY JAY DORNSEIF

NFPA (National Fire Protection Association) sets standards for many things in the fire service including fire dispatch. NFPA 1221 states that communication centers personnel should be certified, that there should be a re-certification component in place that requires continuing education. The 1221 standard also states that a communication center should have a Quality Assurance program in place. The 1061 standard talks about professional qualifications needed to be a call taker and dispatcher. Those qualifications include using a protocol to ask questions and give instructions to a caller specially to help reduce injuries and fatalities in the US from fire. Remember these are fire standards. The IAED is listed in the NFPA annex as a training organization that offers such materials.

The ISO (Insurance Standards Organization) provides a public protection classification (most know as a rating) on a scale from 1 (best fire protection) to 10 (having no fire protection). The lower a fire departments' rating the lower people's home owners and business owners fire insurance usually is. So, this rating is made up of the fire departments personnel and equipment (50 points) the community water supply - fire hydrants and how close you are to one (40 points) and the communication center (10 points).

Every 10 points the fire department receives it lowers their rating by one class. So, if my fire department gets between 70 and 79 points my rating would be a class "3". The fire departments were used to getting almost a perfect score from communication center until the ISO adopted the NFPA standards in 2013. ISO now asks if the communication center has a "Fire Protocol", are their staff certified and do they re-certify with continuing education requirements, and is there a Quality Assurance program in place.

As you can see the EFD program meets all the things that the ISO is looking at for call processing form a communication center. The ISO looks at other things like being able to call 911, does the center have a CAD, have enhanced 911, etc. Not having the items required by NFPA 1221 and 1061 can lose the center almost half of their 10 points in their rating. Remember fire is still the leading cause of death in the United States and therefore the ISO looks specifically at how a 911 center handles structure fires in the US.

The EFD-Q program would meet the QA requirement in the NFPA standard. The 911 center may reach out to National Q to help meet this standard in the form of a 90/90 program or other QA assistance (some purchase a whole year of QA). Being an ACE would be the ultimate assessment to a 911 center operations and QA program and demonstrates that you operate at the highest level on a day to day basis

http://www.nfpa.org/news-and-research/resources/emergency-responders/job-tools-and-resources/iso-rating-resources

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http://www.calea.org

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CHAPTER 3 CASE REVIEW 3.3

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Objective 1

Explain the difference between *random* and *focused* case review.

Random and Focused Reviews

There are two categories of case reviews: random and focused. Random case reviews are done on a purely random selection of calls, meaning that every case in the database has an equal chance of being selected without bias or pattern. Over the long run these random reviews provide a statistically reliable measurement of day-to-day calltaker performance. However, in the short run, random reviews do not always provide the desired specificity for all incident types and for all employees. Carefully selected, focused reviews supplement random reviews to ensure that the agency has specific data on all required areas of calltaker performance and protocol use. Think of focused reviews as going an inch wide and a mile deep to drill down and focus on a specific area. Random reviews, on the other hand, can be thought of as going a mile wide and an inch deep to provide a general snapshot of the agency's performance.

Random Case Reviews

Random case review is a powerful tool to measure the use of Priority Dispatch System™ (PDS™) Protocols, and is a vital part of the QI cycle. Data from reviews—collected over time—can identify excellence in calltaker performance, confirm correct use of protocol, identify gaps in knowledge, and point out the need for system and/or protocol improvement. Random case reviews are also used for monthly, quarterly, and yearly performance reporting for the individual, shift, and agency. These monthly reports are one of the main components of accreditation. The International Academies of Emergency Dispatch® (IAED™) has a standard for the minimum number of random case reviews you must complete, based on your total annual call volume. The IAED recommends that case reviews are done on a consistent basis. Daily is ideal, but, at a minimum, a specified number of case reviews must be completed each week to help guarantee that calltakers are receiving feedback on a consistent and frequent basis.

The following steps will help you determine the minimum required random sample size for your agency.

1. Calculate annual call volumes for your agency

- The International Academies of Emergency Dispatch® (IAED™) generally recommends that agencies calculate their annual call volumes once per year. However, additional calculations may be necessary when there is a significant change in call volume (due to something like consolidation with another agency).
- Annual call volumes are discipline specific, meaning that the annual call volumes for medical calls, fire calls, and police calls are calculated separately.

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• Annual call volumes can be determined using the reporting utility of your computer-aided dispatch (CAD) system or by running the ProQA Master Dispatch Analysis Report for a 12-month period.
Contact Priority Dispatch Corp.™ (PDC™) Software Support (https://support.prioritydispatch.net/) for assistance in running a Master Dispatch Analysis Report.

Random case reviews are done on a purely random selection of calls, meaning that every case in the database has an equal chance of being selected without bias or pattern.

Think of focused reviews as going an inch wide and a mile deep to drill down and focus on a specific area. Random reviews, on the other hand, can be thought of as going a mile wide and an inch deep to provide a general snapshot of the agency's performance.

Objective 2

Determine the minimum required random sample size for your agency.

3.4 CASE REVIEW CHAPTER 3

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2. Input annual call volumes into the IAED Random Case Review Calculator (ACE Calculator)

• The IAED Random Case Review Calculator (ACE Calculator) can be found on the Reports tab in AQUA or on the IAED website (http://www.emergencydispatch.org/AccredCalculator).
• The calculator will provide you with the number of random case reviews required for the year and week based on your annual call volumes.
– For larger agencies (those with volumes over 43,333/yr.), the random sample will vary from 3% to 1%.
– For agencies with call volumes lower than 43,333, the IAED is working to create a realistic standard both for single and multi-discipline random sampling. A matrix showing this standard is available on the accreditation website (https://accreditation.emergencydispatch.org/).

3. Record the number of case reviews required for the year and week

a. Print, write down, or save the number of annual and weekly random case reviews provided by the calculator.
b. Ensure that, at minimum, this number of random case reviews is completed.

Focused Case Reviews

Focused case reviews make up a smaller portion of the total case reviews conducted by the Quality Assurance Unit (QAU). These reviews are differentiated from random case reviews by the fact that they are specifically selected for review based on agency-identified criteria or IAED recommendations. The purpose of focused reviews will vary from discipline to discipline and

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agency to agency. However, it is important for the agency to have well-defined, transparent categories for focused reviews. If calltakers understand the intent of focused reviews, they will be less likely to feel like they are being singled out by the QAU.
Reasons to conduct focused case reviews include, but are not limited to, the following:
• Infrequently used Chief Complaint Protocols
• Specific categories of PAIs as requested by a Medical Director or Senior Fire or Police Administrator (choking, active shooter, structure fire, etc.)
• Specific areas of protocols that are of a particular interest to the agency (as identified bythe Dispatch Review Committee)
• High-risk/low-volume incident types
• Specific calltakers who did not come up in the random sample
• Calltakers (e.g., supervisors, field providers, or part-time employees) who only occasionally take calls to cover shifts (Note: These calltakers must be certified to use the protocols.)
• Specific calltakers who require an increased number of reviews (Performance Improvement Plan, new employee, etc.)
• Investigations (complaints or commendation from the public or public safety partners)
• Field feedback reviews (responders requesting a specific incident be reviewed)

It is important to understand that cases selected for focused review are not excluded from random case review. If a case that has been selected for focused review comes up in the random review process, the case must be included in the random case review reports.

Calibration Cases

All members of the QAU must strive to develop and maintain consistency in their case review process. Selecting calibration cases is an effective way to create and maintain ED-Q consistency and accuracy. A calibration case can be any case (random or focused) that has interesting or complex circumstances that may highlight specific case review challenges. Calibration cases should be assigned to each ED-Q for independent review. Once each ED-Q has reviewed the case, all reviewers should get together to discuss it and identify areas of agreement and disagreement. Differences in the reviews should be clarified and discussed to ensure that, in the future, all ED-Qs will review similar cases in the same way. Conducting regular calibration cases is a very effective way of ensuring consistency among ED-Qs, which, in turn, will result in a higher level of calltaker trust in the QAU.

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CREATING MERGE FILES FOR ACE POINT 10

Step 1: Create ACE Point 10 Case List

1. Create a new “ACE Point 10” case list in AQUA
2. Using a random process, identify the 22 cases from the one month immediately preceding the application and copy these cases into the ACE Point 10 case list (they can be moved back after)
3. Find the first PAI case that was reviewed in each of the three months immediately preceding the application
    a. Add "PAI" to the AQUA file name and copy these cases into the ACE Point 10 case list (they can be moved back after)

Step 2: Create a Merge File

1. Go to **Import/Export tab**
2. Select **export**
3. Select **merge file**
4. Filter by "ACE Point 10 Case list"
5. Select all cases by clicking on the first one then hold down [shift] then click on last one. They will all be highlighted blue
6. Click on **Create Merge File** button in top right of window
7. Select destination to save file
8. Rename file “[AGENCY] ACE Point 10”
   Note: file is in. adb format. It cannot be opened outside of AQUA

Step 3: Upload Merge File to ACE Application

1. Login to ACE Online application
2. Go to Point 10
3. Click on **Browse** and select merge file
4. Click Submit

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ACCREDITATION POINT 11 a ii

Mobile Data Display of ProQA Information

ProQA information displayed on the responder Mobile Data Terminal/Computer (MDT/MDC) or equivalent may be used in place of the Field Responder Guides (FRG) , whether manual or electronic app. Attach screenshots to demonstrate that MDT/ MDC/Equivalent displays the following information*:

1) Full MPDS/FPDS/PPDS code including suffix if present
2) Full determinant descriptor
3) Safety questions and Critical (always show) questions

*If the MDT/MDC/Equivalent does not display **all** required information, the agency must use the FRG or FRG APP

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All policies are available online http://www.emergencydispatch.org/administrative-policies

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Contact Software Support for information on Paramount Reports at software.support@prioritydispatch.net or call U.S. and Canada 1-866-777-3911 or International 1-801-363-9127 x 7.

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High resolution PDF available online http://www.emergencydispatch.org/sites/default/files/downloads/code_of_ethics_conduct/CodeOfEthicsConduct.pdf

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The Code of Ethics

1. Academy-certified dispatchers should endeavor to put the ***needs of the public*** above their own.

2. Academy-certified dispatchers should continually seek to maintain and improve their professional ***knowledge, skills,*** and ***competence*** and should seek continuing education whenever available.

3. Academy-certified dispatchers should obey all ***laws*** and ***regulations*** and should avoid any conduct or activity which would cause unjust harm to the citizens they serve.

4. Academy-certified dispatchers should be ***diligent and caring*** in the performance of their occupational duties.

5. Academy-certified dispatchers should establish and maintain ***honorable relationships*** with their public safety peers and with all those who rely on their professional skill and judgment.

6. Academy-certified dispatchers should assist in improving the ***public understanding*** of Emergency Dispatch.

7. Academy-certified dispatchers should ***assist in the operation*** of and ***enhance the performance*** of their dispatch systems.

8. Academy-certified dispatchers should seek to maintain the highest standard of ***personal practice*** and also maintain the ***integrity*** of the National Academies of Emergency Dispatch by ***exemplifying*** this professional Code of Ethics.

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The Code of Conduct

1. Academy-certified personnel shall not participate in, or publicly endorse, any group or organization that demeans the goals, objectives, credibility, reputation, goodwill, or dignity of the Academy or the public safety profession.

2. Academy-certified personnel shall be truthful and timely in all forms of communication with the Academy and shall not provide information that is false, misleading, deceptive, or that creates unreasonable expectations. Academy-certified personnel shall not sign any document that the individual knows or should know contains false or misleading information.

3. Academy-certified personnel shall notify the Academy of any and all occurrences that could call into question one's ability to perform his or her duty as a dispatcher. Academy-certified personnel must notify the Academy immediately if convicted of a felony or crime involving moral turpitude. Crimes of moral turpitude include but are not limited to illegal pornography, fraud, embezzlement, illicit drug abuse or distribution, theft, bribery, kidnapping, or assault.

4. Academy-certified personnel are prohibited from using Academy certification(s) for private or commercial gain. Academy-certified personnel shall not compete in any way with the Academy or its contracted partners, including Priority Dispatch®, in regards to active or planned business activities without prior written authorization.

5. Academy-certified personnel shall not violate patient privacy laws and rights and shall always respect those rights.

6. Academy-certified personnel shall not take calls or dispatch while under the influence of alcohol, illicit drugs, or any other agent that would impair the ability to properly function in the dispatch setting.

7. Academy-certified personnel shall not engage in conduct or perform an act that would reasonably be regarded as disgraceful, dishonorable, or unprofessional.

8. Academy-certified personnel should avoid practicing or facilitating discrimination and strive to prevent discriminatory practices including but not limited to those relating to race, religion, color, gender, sexual orientation, national origin, age, or disability.

9. Academy-certified personnel understand it is their personal responsibility to ensure they remain certified by the Academy through CDE and similar Academy-approved programs and processes. Academy-certified personnel shall follow their respective employer's policies and procedures. In addition, they shall strive to always follow the Academy's protocol, including Key Questioning, Determinant Coding, Post-Dispatch Instructions, Critical ED Information, and Pre-Arrival Instructions.

10. Academy-certified personnel understand it is their responsibility to remain current to any and all protocol changes that can have an impact on the outcome, negative or positive, of the emergency for which the dispatcher is responsible.

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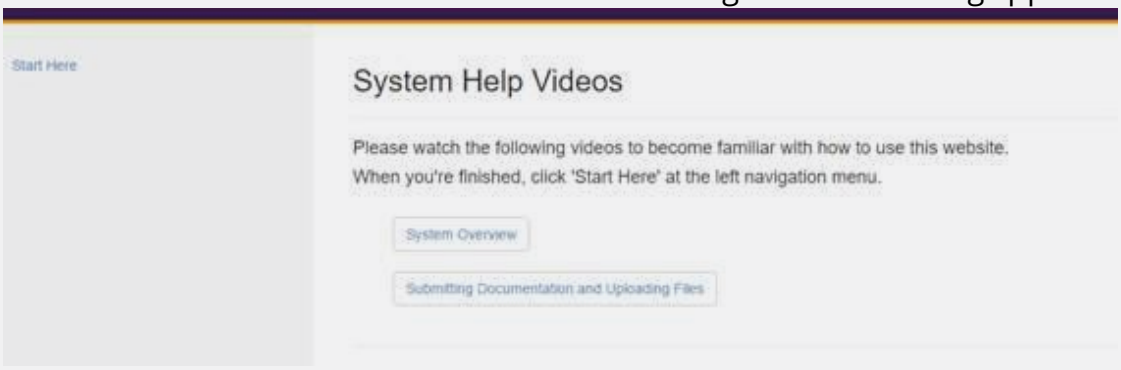
FREQUENTLY ASKED QUESTIONS

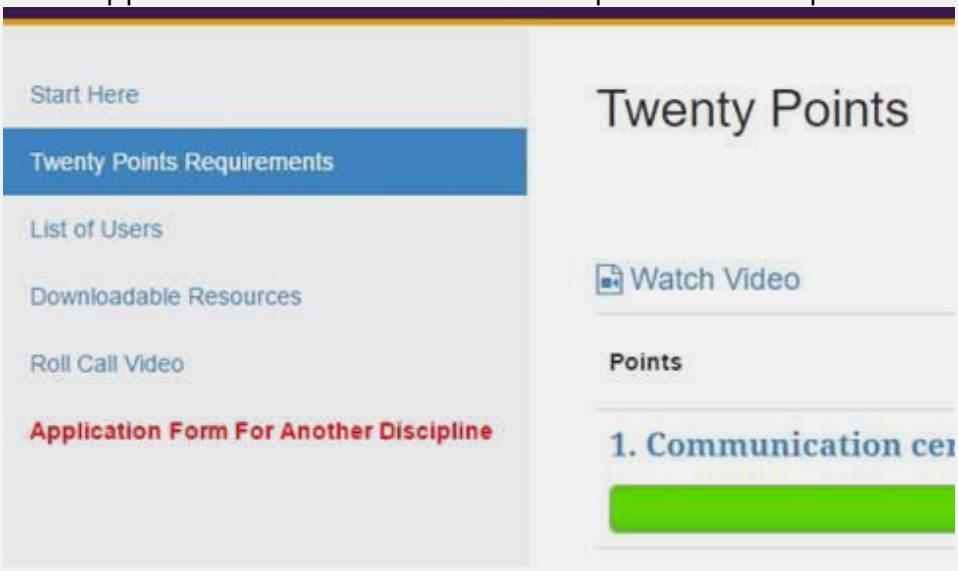
How do I apply for an additional accreditation if I already have an existing account?

Log in with your existing account and then follow these steps.

(1) Click 'Start Here' and then click 'View' on the far right of the existing application.



(2) Click 'Application Form For Another Discipline' and complete this form.



Note: This form is nearly identical to the 'Request Access' form. The only difference is that once completed, the application will be associated with your existing account, and will not create a brand new user account and agency. Once the request is submitted, the administrator will approve the request and you will see the newly added application on the 'Start Here' page and can begin uploading documents.

What is the process for Re-ACE?

Log in with your existing account and then follow the same steps as above.

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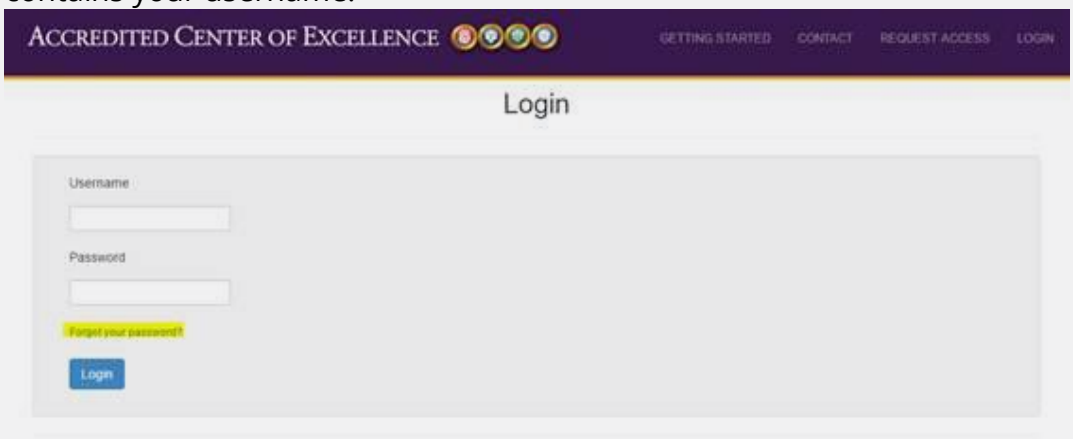
Help! I am unable to log in to the website. How do I reset my password? What if I don't remember my username?

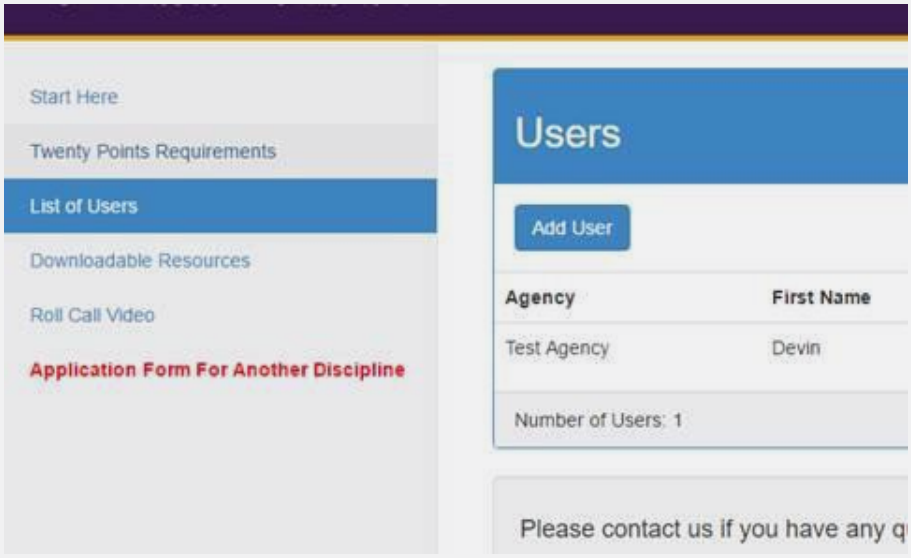
Click the 'Forgot your password' link on the Login page. Complete the form and the system will send you an email with a link to reset your password. The email also contains your username.



How do I create additional user accounts?

Log in using the primary account for your agency and then follow these steps. You can create additional accounts only when logged in as the primary account. If you do not know the primary account, please contact technical support.

(1) Click 'List of Users' from the left menu.



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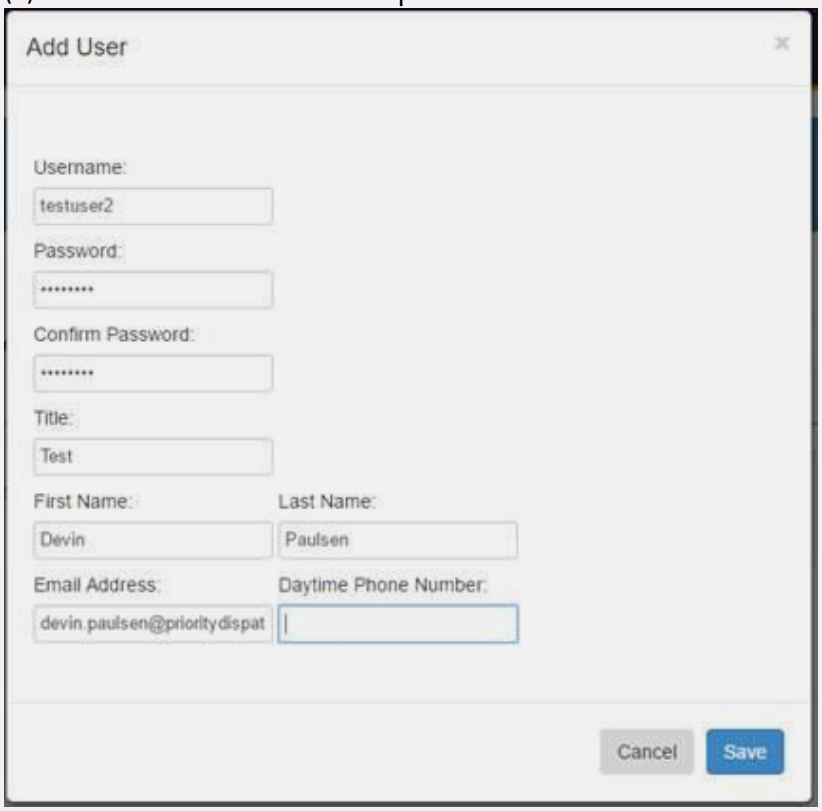
(2) Click 'Add User' and complete this form.



Note: The new user should receive an email with a link to verify the account. The new user must verify the account in order to log in to the website.

Why can't I upload any files? Why can't I download and view my files? What file types are allowed for upload?

Before uploading, rename your file and remove any special characters (\/:*?"<>|) from the file name. It is also recommended to remove the characters '#' and '&', and to replace any 'spaces' with the underscore character '_'. The following file types are allowed for upload: .avi, .bmp, .doc, .docx, .gif, .jpeg, .jpg, .mov, .mp3, .mp4, .pdf, .png, .ppt, .pptx, .rar, .rtf, .tif, .tiff, .txt, .wav, .wma, .wmv, .xldb, .xls, .xlsx, .zip

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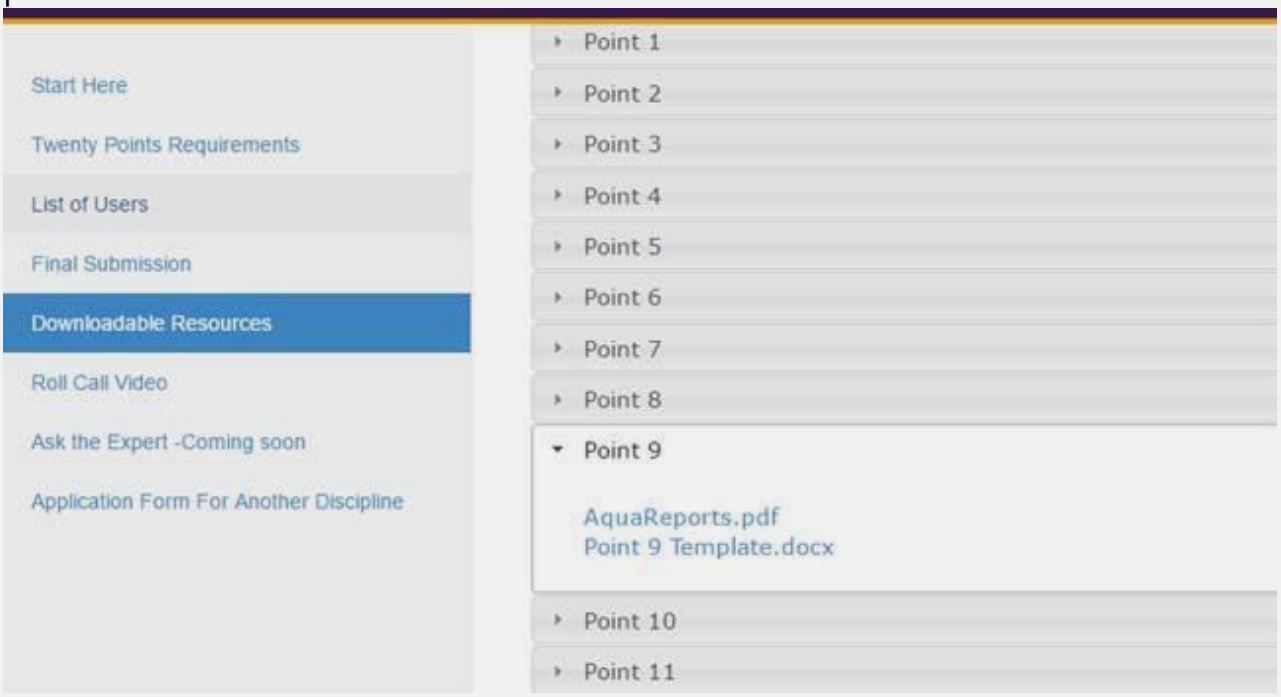
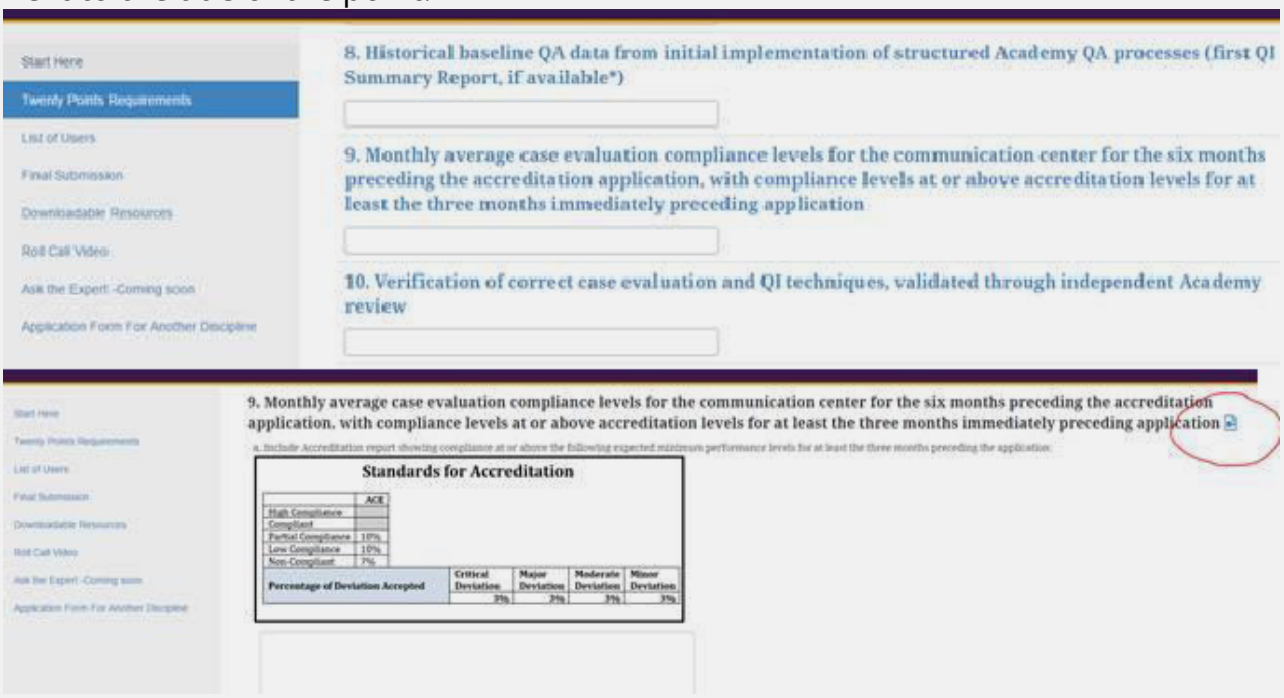
Are there any help videos or documentation available?

There are help files for each of the Twenty Points of Accreditation. Once you have logged in, click on the link 'Downloadable Resources' and then click the applicable point.



Each point also has a video associated with it. To view, click 'Twenty Points Requirements', click on the applicable point, and then click on the 'video icon' next to the title of the point.



Attachment: ACE medical handbook (12701 : Authorize Contract - 911 Center Medical Director)

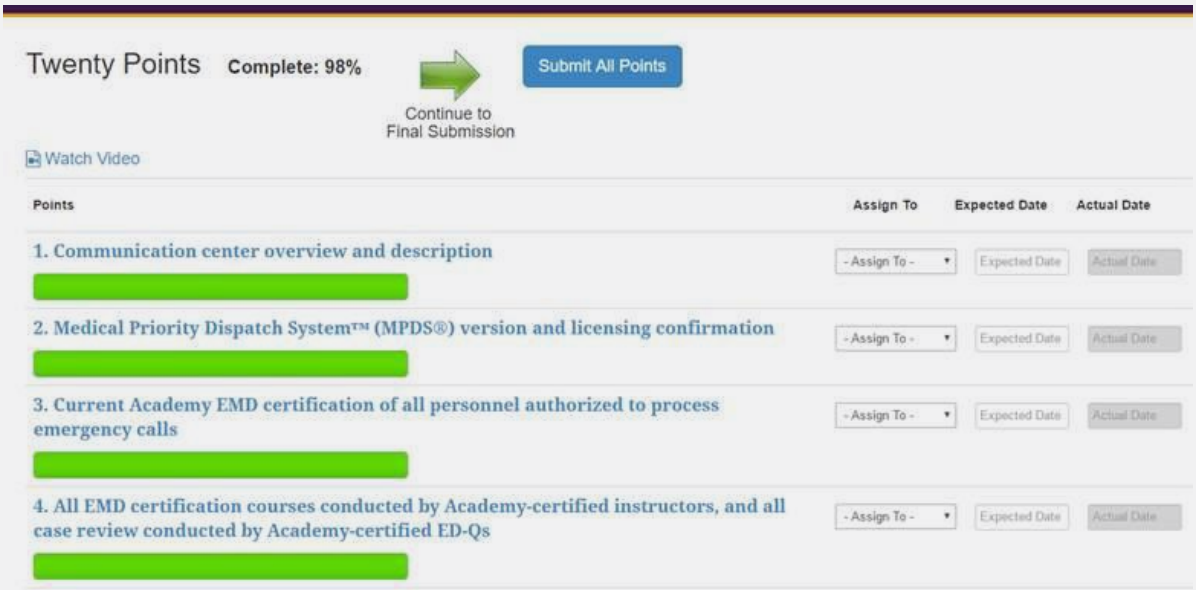
Where do I upload my ACE reports?

Click on this link to access the ACE Report website http://www.emergencydispatch.org/ace/.
Your username and password for this website are managed by a different system. Contact Kim Rigden (kim.rigden@emergencydispatch.org) for info

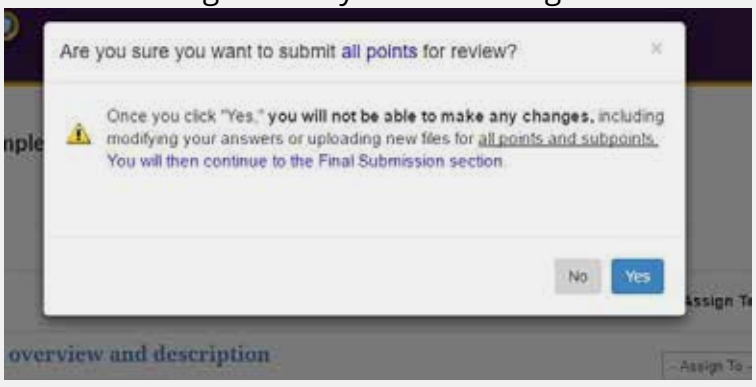
Why haven't I received notification from the Academy when I've completed all the Twenty Points? Is there something I am missing?

Once you have completed all Twenty Points of Accreditation, the final step is to complete the Final Submission form. On the 'Twenty Points Requirements' page, you will notice that every bar is green for each point and your application is 98% complete indicated near the top of the page. Follow these steps to complete the Final Submission process and notify the Academy that your application is complete and ready for review.

(1) Click 'Submit All Points'.



(2) Click 'Yes' to agree that you will no longer be able to make changes to any point.



Attachment: ACE medical handbook (12701 : Authorize Contract - 911 Center Medical Director)

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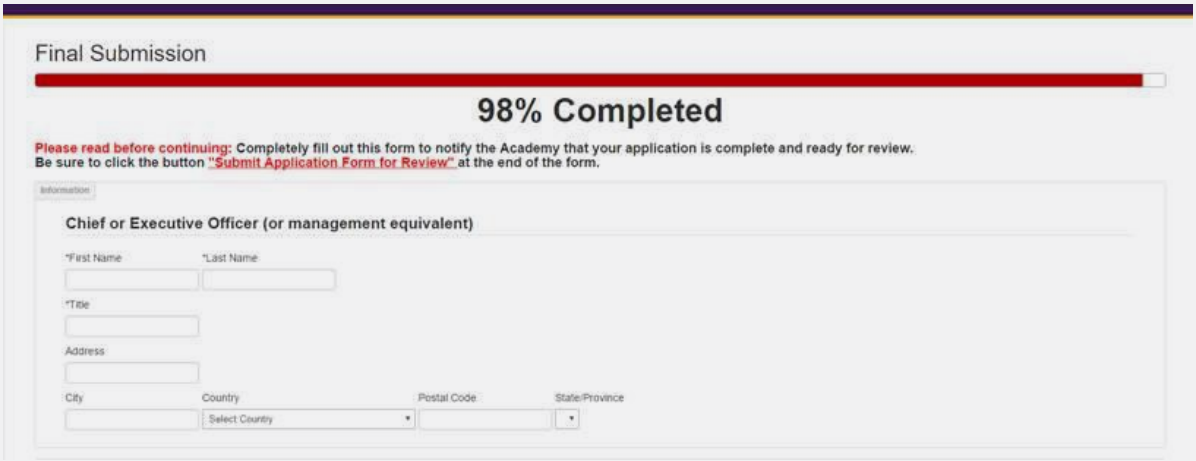
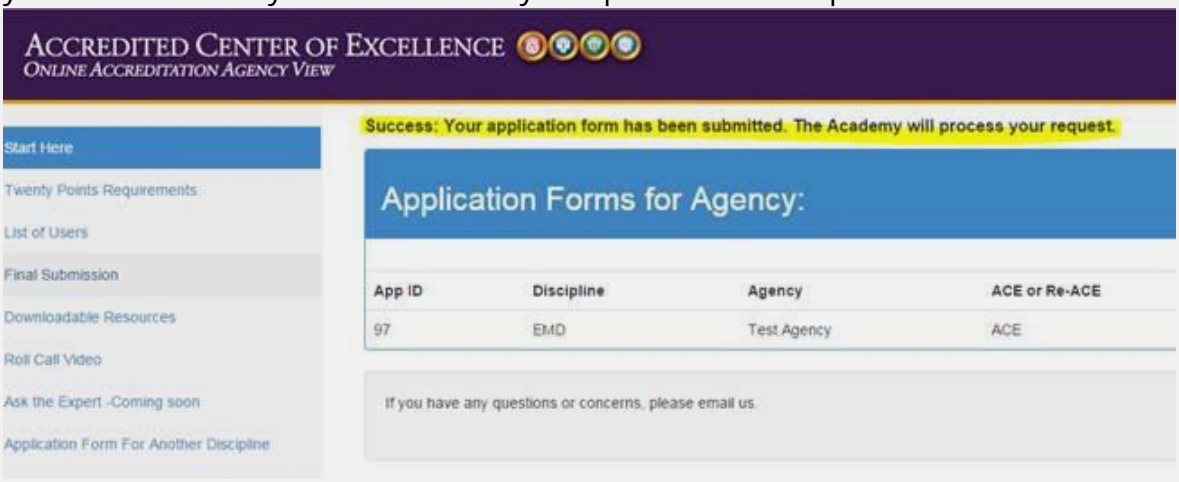
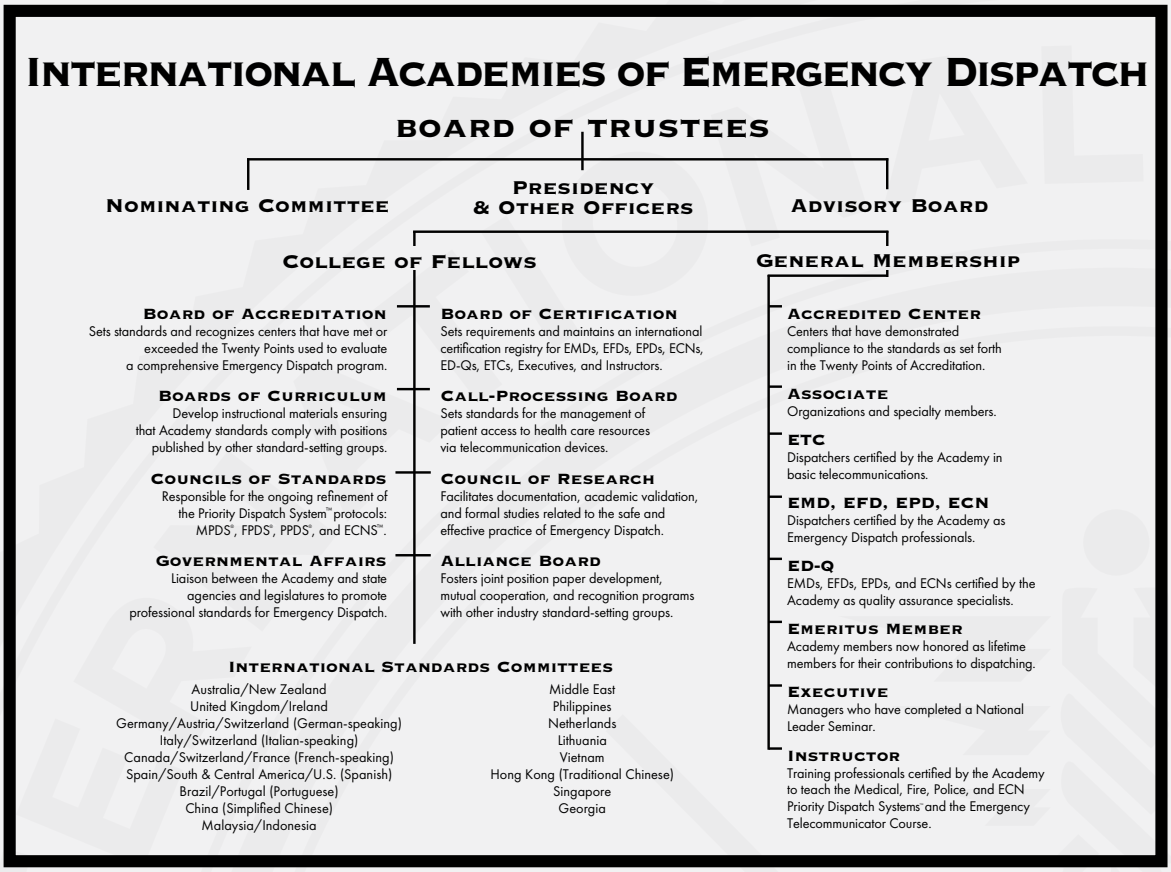
3. Complete the 'Final Submission' form and be sure to click the button 'Submit Application Form For Review' at the end of the form.



Note: Once you receive this message, "Success: Your application form has been submitted. The Academy will process your request.", you will be certain you've successfully completed these steps.



Attachment: ACE medical handbook (12701 : Authorize Contract - 911 Center Medical Director)



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The editors express special appreciation to members of the Academy's College of Fellows. This body of dispatch and public safety experts ensures a systematized process for continually improving Dispatch Life Support standards and the Priority Dispatch System Protocols, as well as resolving modern Emergency Dispatch's most challenging problems.

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E-mail: info@emergencydispatch.org
Web: www.emergencydispatch.org

LOCAL MEDICAL ADMINISTRATION DEFINITIONS / AUTHORIZATION

MEDICAL PRIORITY DISPATCH SYSTEM™ v14.0 IMPLEMENTATION

Local Medical Control must define and authorize the following definitions for each of the corresponding Medical Chief Complaints. Initials present in individual categories will indicate approval of usage of that definition. Absence of initials will indicate non-approval.

Note: This information must be entered and authorized on manual cardsets if only manual cardsets are used. If ProQA® is used, this information must be entered and authorized in the ProQA® Administrative Utility under the “Restricted Settings” and "Special Definitions" tabs. This document will note completed authorization by an electronic or executed signature and must be retained by the agency.

INITIALS

_____ **RESTRICTED SETTINGS**

Before these special Protocol options are turned on, all EMDs using ProQA must be properly trained in their use. If these options are changed from their default settings, CAD may fail to recognize the response codes properly. Improper use may lead to untoward results and inaccurate dispatch. Therefore, if these options are changed from their default settings, the user agrees to release PDC from any and all liability arising from their use (user assumes full responsibility).

- ☐ Enable Protocol 33
- ☐ Enable Protocol 34
- ☐ Enable Protocol 36
- ☐ Enable Protocol 37
- ☐ Enable Protocol 38 – By enabling Advanced SEND, you verify that both the emergency dispatcher and the required officer training as provided by the IAED through the College of Emergency Dispatch has been completed.
- ☐ Enable Protocol 39 – The IAED has approved the inclusion of the Active Assailant Protocol in the MPDS to assist EMDs in the unlikely event emergency medical dispatch, rather than police dispatch, is required to manage these high-risk events. EMDs should obtain specific training and be familiar with this protocol prior to its use. Ongoing and conjunctive training and practice is necessary to maintain proficiency in all high-risk, low-frequency scenarios.
- ☐ Aspirin Diagnostic Tool
  - ◉ Pass notification as urgent message
  - ○ Pass notification as standard comment
- ☐ Launch Stroke Diagnostic Tool after dispatch
- ☐ Exclusive SMS

Choose only one:

- ☐ Enable Police Suspect Info (Scotland Yard version)
- ☐ Enable Person Description Essentials

Attachment: Medical v14.0 Administration Definitions and Authorization (003) (12701 : Authorize Contract - 911 Center Medical Director)

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INITIALS

Emerging Infectious Disease Surveillance Tools

COVID-19 Panel

- O "Surveillance" mode
- O "Trigger" mode

Monkeypox Panel

- O "Surveillance" mode
- O "Trigger" mode

Local Medical control must authorize one of the compressions pathways for the treatment of adult cardiac arrest of suspected cardiac origin (non-respiratory etiology).

- ☐ Compressions 1st: 600 initial compressions followed by the 2 breaths/100 compressions sequence
- ☐ Compressions only: Continuous compressions until responder arrival

_____ **OBVIOUS DEATH (B-1, D-2)**

Local Medical Control must define and authorize any of the patient conditions before these determinants can be used for reduced responses or referral. Situations should be unquestionable.

- ☐ a = Cold and stiff in a warm environment
- ☐ b = Decapitation
- ☐ c = Decomposition
- ☐ d = Incineration
- ☐ e = NON-RECENT death
- ☐ f = Severe injuries obviously incompatible with life
- ☐ g = Locally defined condition "g" (see policy): _____
- ☐ h = Locally defined condition "h" (see policy): _____

Medical Chief Complaint(s): 9

_____ **EXPECTED DEATH (O-1, D-2)**

Local Medical Control must define and authorize any of the patient conditions before these determinants can be used for reduced responses or referral. Situations should be unquestionable.

- ☐ x = Terminal illness
- ☐ y = DNR (Do Not Resuscitate) Order
- ☐ z = Locally defined condition "z" (see policy): _____

Medical Chief Complaint(s): 9

Attachment: Medical v14.0 Administration Definitions and Authorization (003) (12701 : Authorize Contract - 911 Center Medical Director)

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INITIALS

_____ **OBVIOUS DEATH (SUBMERSION ≥ 6HRS)**

Local Medical Control must authorize this condition.

☐ Submersion (≥ 6hrs)

Medical Chief Complaint(s): 14

_____ **STROKE TREATMENT TIME WINDOW**

Local Medical Control must set and authorize the STROKE time treatment window before the Determinant Suffixes can be used.

☐ T = _____

Medical Chief Complaint(s): 18, 28, 37

_____ **HIGH RISK COMPLICATIONS**

Local Medical Control must define and authorize any of the patient conditions before this determinant can be used.

☐ Premature birth (24–36 weeks)

☐ Multiple birth (≥ 24 weeks)

☐ Bleeding disorder

☐ Blood thinners

☐ Cervical cerclage (stitch)

☐ Placenta abruption

☐ Placenta previa

☐ FEMALE GENITAL MUTILATION

☐ Other (approved by Medical Director): _____

Medical Chief Complaint(s): 24

_____ **OMEGA REFERRAL**

Local Medical Control must authorize the use of a non-mobile referral.

☐ Waters broken (no contractions or presenting parts)

Medical Chief Complaint(s): 24

_____ **CRISIS TEAM / ALTERNATE RESPONSE CRITERIA**

Local Medical Control must define and authorize the criteria for CRISIS TEAM / ALTERNATE RESPONSE:

☐ _____

Medical Chief Complaint(s): 25

Attachment: Medical v14.0 Administration Definitions and Authorization (003) (12701 : Authorize Contract - 911 Center Medical Director)

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INITIALS

_____ **ACUITY LEVELS I, II, III**

Before using the ACUITY Level (I, II, III) determinants, local Medical Control must define additional dispatch center policy and authorize approved patient conditions.

☐ ACUITY Level I: _____

☐ ACUITY Level II: _____

☐ ACUITY Level III: _____

Medical Chief Complaint(s): 33

_____ **HIGH RISK PATIENTS**

☐ *Other (approved by Medical Director): _____

* ≥ 65 years old (not COVID-19)

Medical Chief Complaint(s): 36

_____ **NURSE OR DOCTOR**

Local Medical Control must define and authorize the minimum qualifications of medical personnel defined as NURSE or DOCTOR.

☐ Medical doctor (MD)

☐ Physician assistant (PA)

☐ Nurse practitioner (NP)

☐ Registered nurse (RN)

☐ Licensed practical nurse (LPN)

☐ Other (approved by Medical Director): _____

Medical Chief Complaint(s): 37

I have reviewed and initialed each of the approved items above and completed all applicable authorizations and protocol definitions required to implement the Medical Priority Dispatch System in:

Dispatch Agency Name: _____

Local Medical Control Name: _____

Local Medical Control Electronic Signature: _____

Date Approved: _____

Attachment: Medical v14.0 Administration Definitions and Authorization (003) (12701 : Authorize Contract - 911 Center Medical Director)

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MEDICAL CHIEF COMPLAINT/PROTOCOL NUMBER REFERENCE

1	Abdominal Pain/Problems
2	Allergies (Reactions)/Envenomations (Stings, Bites)
3	Animal Bites/Attacks
4	Assault/Sexual Assault/Stun Gun
5	Back Pain (Non-Traumatic or Non-Recent Trauma)
6	Breathing Problems
7	Burns (Scalds)/Explosion (Blast)
8	Carbon Monoxide/Inhalation/ HAZMAT/CBRN
9	Cardiac or Respiratory Arrest/Death
10	Chest Pain/Chest Discomfort (Non-Traumatic)
11	Choking
12	Convulsions/Seizures
13	Diabetic Problems
14	Drowning/Near Drowning/Diving/SCUBA Accident
15	Electrocution/Lightning
16	Eye Problems/Injuries
17	Falls
18	Headache
19	Heart Problems/A.I.C.D.
20	Heat/Cold Exposure
21	Hemorrhage (Bleeding)/Lacerations
22	Inaccessible Incident/Other Entrapments (Non-Traffic)
23	Overdose/Poisoning (Ingestion)
24	Pregnancy/Childbirth/Miscarriage
25	Psychiatric/Mental Health Conditions/Suicide Attempt/Abnormal Behavior
26	Sick Person (Specific Diagnosis)
27	Stab/Gunshot/Penetrating Trauma
28	Stroke (CVA)/Transient Ischemic Attack (TIA)
29	Traffic Collision/Transportation Incident
30	Traumatic Injuries (Specific)
31	Unconscious/Fainting (Near)
32	Unknown Problem (Person Down)
33	Transfer/Interfacility/Palliative Care
34	ACN (Automatic Crash Notification)
36	Pandemic/Epidemic/Outbreak (Surveillance or Triage)
37	Interfacility Evaluation/Transfer
38	Advanced SEND (Medical Miranda)
39	Active Assailant (Shooter)

Attachment: Medical v14.0 Administration Definitions and Authorization (003) (12701 : Authorize Contract - 911 Center Medical Director)

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Attachment: Cardiac call 12132024 (12695 : Cardiac Call Recognition)

Latest Local News: 2 MINUTES AGO Reminder: Sheriff's Office to Host Snowmobile Safety Course Early January 7 MINUTES AGO

LOCAL NEWS

County Dispatcher Recognizes 9-1-1 Caller Going into Cardiac Event –

On Air Now

Classic Mornings with Marti Casper & Chris Kalen with Local News & Weather

Tuesday, 6:00 am - 9:59 am

Quick Response Restores Patient's Pulse

on December 16, 2024

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Image via Cortland Fire Department.

The City of Cortland Fire Department says just before 8 in the evening on Friday, December 13th, their department was activated for a medical call within the City of Cortland's 6th Ward. Cortland Fire says as they were responding to the address, a dispatcher from Cortland County Dispatch, had lost contact with the caller and recognized the caller may be having a cardiac event.

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Attachment: Cardiac call 12132024 (12695 : Cardiac Call Recognition)

The dispatcher then provided Cortland Fire with the information of a possible cardiac event to which additional fire responders were dispatched to the address. Upon arrival at the address, a patient was found in cardiac arrest. First responders immediately began CPR and placed a defibrillator on the patient. Cortland Fire says the patient was twice defibrillated before a pulse returned and consciousness.

> *"Their immediate response, high-quality CPR, and timely defibrillation were crucial in restoring the patient's pulse. The team's coordinated efforts and sound clinical decisions continued to provide excellent care, resulting in the patient being alert and responsive prior to transport."* **Cortland Fire said in a release.**

The patient was later transported via ambulance to Syracuse with an ALS provider from Cortland Fire providing assistance in the transportation. Assisting during the call with Cortland Fire was Cortland County Dispatch, Cortland Police, and TLC Ambulance.

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More in Local News:

Reminder: Sheriff's Office to Host Snowmobile Safety Course Early January

December 17, 2024

Excellus BlueCross BlueShield Recognizes Cayuga Medical Center Maternity Care

December 17, 2024

State Waiving Parking Fees at all State Parks on

Attachment: Cardiac call 12132024 (12695 : Cardiac Call Recognition)

New Year's Day During 14th Annual First Day Hikes

December 17, 2024

Amazing New SUVs For Seniors

Ad SearchFavorites

63 Gifts Nobody Would Think Of

Ad LifeHackin

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Ad FastEasy

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Attachment: Cardiac call 12132024 (12695 : Cardiac Call Recognition)

2024 UPDATE ON THE EMS WORKFORCE SHORTAGE:

WHERE ARE THE EMERGENCY MEDICAL RESPONDERS?

Results of recent surveys and data o
New York's emergency medical servi
workforce compiled by the NYS
Emergency Medical Services Council

September 2024

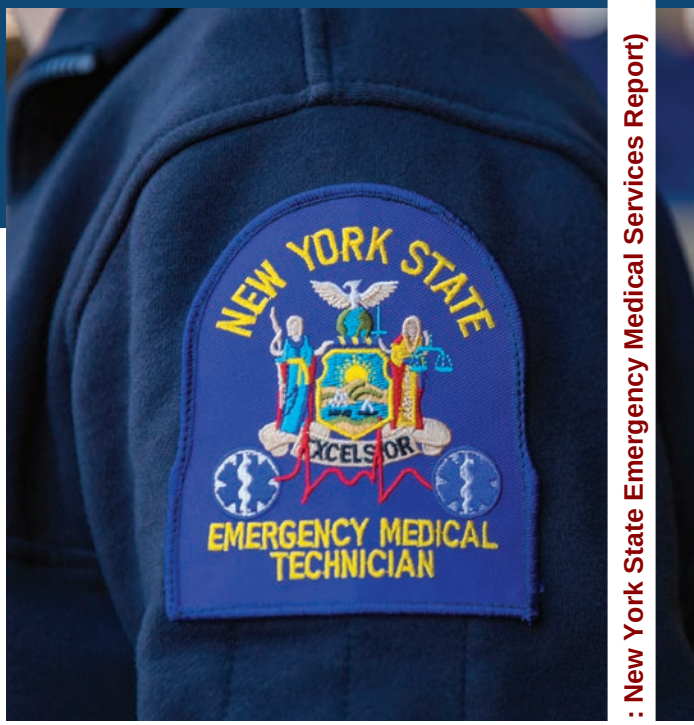
NEW YORK STATE

Department of Health

State Emergency Medical Services Council

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

EXECUTIVE SUMMARY



Career and volunteer emergency medical service agencies in New York State are struggling to cope with a growing shortage of EMS responders. The number of active certified EMS responders in New York has declined by 17.5% from 2019 to 2022, according to the NYS Department of Health Division of State Emergency Medical Services.

This executive summary combines information from the following sources:

- The recently completed 2023 NYS EMS Council (SEMSCO) Workforce Salary Survey
- The 2019 SEMSCO report EMS Workforce Shortages in NYS: Where are the Emergency Responders? https://ubmdems.com/wp-content/uploads/2020/01/Download-2019-NYS-EMS-Workforce-Report.pdf
- 2023 Department of Health data presented to the New York State Department of Health Public Health and Health Planning Council
- U.S. Bureau of Labor Statistics 2022 public data set
- National Association of EMTs (NAEMT) 2022 National Survey of EMS Workforce

The combined data and findings underscore critical challenges in the EMS sector, especially the severe and growing career and volunteer workforce shortage, the need for adequate and stable EMS funding and payment rates, and the importance of improving compensation and benefits and creating attractive career pathways to retain EMS professionals so that communities receive quality emergency medical care.

New Yorkers who need emergency medical assistance expect that EMS will arrive when needed, 24 hours a day, seven days a week, 365 days a year. However, the workforce shortage places this expectation at risk.

The surveys cited in this report were designed with the input of many members of the New York State Emergency Medical Services Council (SEMSCO) and compiled by SEMSCO Finance Subcommittee Chair Steven Kroll, MHA, EMT.

There were 3,831 responses to the 2023 SEMSCO Workforce Salary Survey, which achieved diverse input with a return rate of more than 10% of the active EMS responders in NYS.

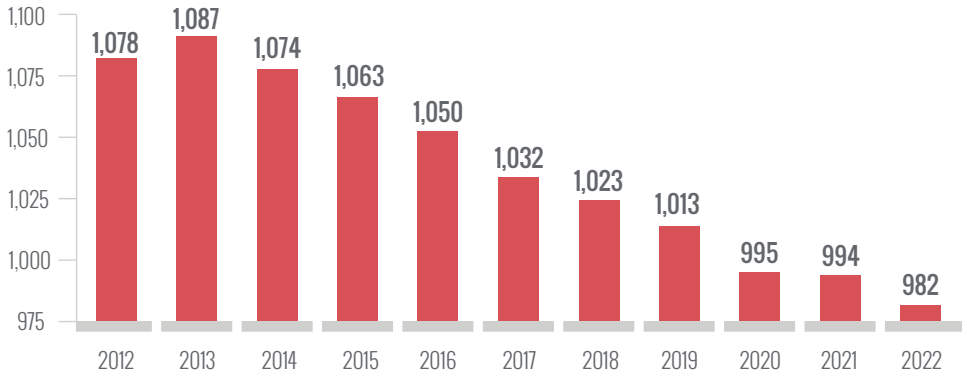
INSIDE THIS REPORT:

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

EMS AGENCIES ARE CLOSING

- **The total number of ambulance services in NYS has decreased by 9% over the past 10 years from 1,078 to 982** (Source: DOH 2023)
  - See endnote on page 7 for types of EMS agency ownership

Ambulance Services Per Year



(Source: 2023 DOH PHHPC Ambulance Data Presentation)

THE NYS EMS COMMUNITY IS FAILING TO RETAIN TALENT AND RECRUIT ENOUGH NEW PROVIDERS: ATTRITION, LONGEVITY, AND SATISFACTION

58.4% of NYS EMS agencies indicated that the decline in number of certified responders diminished their ability to cover calls or scheduled shifts. (Source: 2019 SEMSCO report)

17.5% The number of active NYS certified EMS practitioners has decreased by **17.5%** from 2019 to 2022. (Source: DOH 2023)

- 2019: **40,046** certified and active
- 2022: **33,022** certified and active (there are 78,173 certified providers)

62% of EMS leadership respondents had an unfavorable outlook on their agency's ability to recruit enough certified EMS responders to adequately serve the community in the future. (Source: 2019 SEMSCO report)

37% of respondents plan to leave the EMS field in the next five years. (Source: 2023 SEMSCO survey)

- Relief will not come from other parts of the country, as **45%** of EMS respondents plan on leaving the profession within six years, according to the NAEMT 2022 National Survey of EMS Workforce. (Source: NAEMT 2022 National Survey of EMS Workforce)

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

48% Only **48%** of respondents believe they have a long-term career in EMS. **27.5%** said "no" and **24.5%** were "unsure." (Source: 2023 SEMSCO survey)

- In seven regions of the state **30%** or more of EMS providers do not believe they have a long-term career in EMS – Westchester, Hudson Valley, Suffolk, Hudson-Mohawk, NYC, Nassau, and Susquehanna.

40% of EMS leadership respondents consider their EMS responder workforce to be distressed. (Source: 2019 SEMSCO report)

32% of EMS providers report being somewhat or very dissatisfied with their current job as an EMS provider. (Source: 2023 SEMSCO survey)

65.7% When asked about their reasons for planning to leave EMS, respondents cited inadequate pay/benefits **(65.7%)** and the availability of better job opportunities outside of EMS **(51.3%)** as two primary factors contributing to their decisions. (Source: 2023 SEMSCO survey)

- Nationally, **60%** of respondents cited better work life balance, **47%** citied better pay and benefits, and **49%** cited lack of opportunities for grown and professional development. (Source: NAEMT 2022 National Survey of EMS Workforce)

VOLUNTEER EMS RESPONDERS

- **52% of agencies utilizing volunteer responders reported their ability for timely EMS responses in their community was moderately or severely impaired by certified volunteer staff shortages; 29% of agencies reported frequent delayed responses or missing calls due to the shortage.** (Source: 2019 SEMSCO report)
- **Two-thirds of volunteer/hybrid agencies reported their number of certified volunteers decreased over the last three years. 16% saw a decrease of more than 25%.** (Source: 2019 SEMSCO report)

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

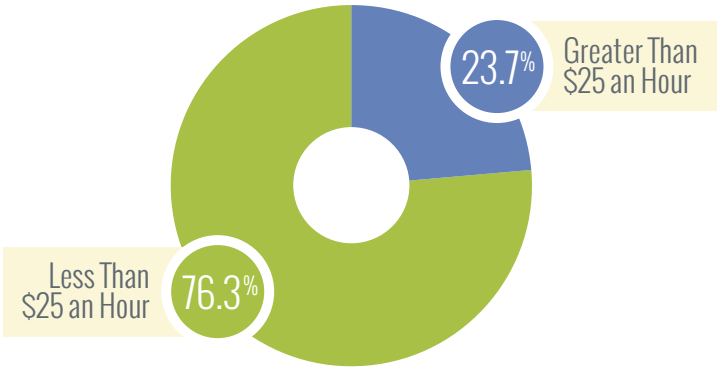
CAREER EMS WAGES

EMTs and Paramedics receive extensive training, work in high-risk and high-stress situations and have great responsibility for the well-being of the people they serve. Yet, EMT wages are comparable or less than for less complex jobs, and Paramedic wages are less than other public safety and health care professions. EMS salaries must increase to support EMS as a career choice.

45% of EMTs report having an hourly base wage of **$19** or less; **76%** report having an hourly base wage of **$24** or less (Source: 2023 SEMSCO survey)

- Average salary of a convenience store shift manager in upstate NY is **$18** per hour (Source: Indeed.com October 2023)
- Average salary of a retail salesperson in NYS is **$19.23** per hour (Source: U.S. Bureau of Labor Statistics, May 2022)
- Average salary of a data entry keyer in NYS is **$20.12** per hour (Source: U.S. Bureau of Labor Statistics, May 2022)

EMT Wage Analysis



(Source: 2023 SEMSCO EMS Salary Survey)

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

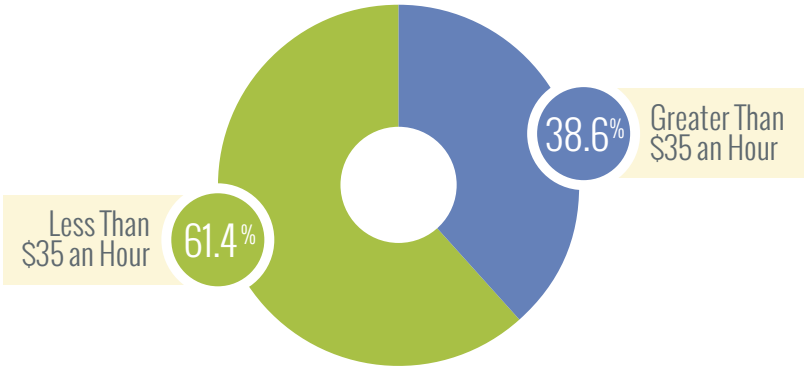
24.5% of EMTs report earning less than **$39,000** a year as an EMT; **51.6%** report earning less than **$49,000** (Source: 2023 SEMSCO survey)

- For reference, **$39,000** is **130%** of the federal poverty level for a family of four.

35% of Paramedics report having an hourly base wage of **$29** or less; **61%** report having an hourly base wage of **$34** or less. (Source: 2023 SEMSCO survey)

- Average salary of a Paramedic in NYS is **$29.58** per hour (Source: U.S. Bureau of Labor Statistics, May 2022)
- Average salary of a Firefighter in NYS is **$35.35** per hour (Source: U.S. Bureau of Labor Statistics, May 2022)
- Average salary of a Registered Nurse in NYS is **$48.14** per hour (Source: U.S. Bureau of Labor Statistics, May 2022)

Paramedic Wage Analysis

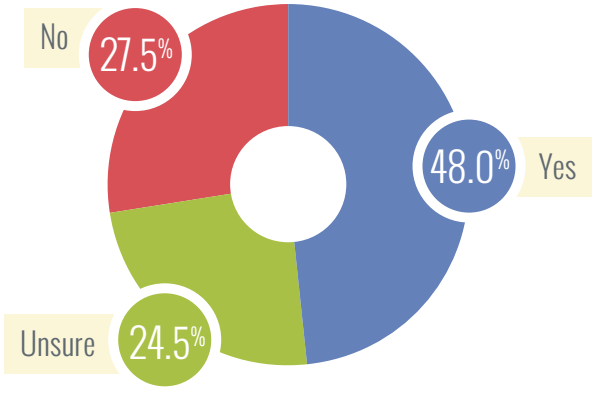


(Source: 2023 SEMSCO EMS Salary Survey)

18% of Paramedics report earning less than **$59,000** per year as a Paramedic; **36.4%** report earning less than **$69,000.** (Source: 2023 SEMSCO survey)

68% A substantial **68%** of participants admitted to considering a transition to a different healthcare profession. (Source: 2019 SEMSCO report)

Do you believe you have a long-term career in EMS?



(Source: 2023 SEMSCO EMS Salary Survey)

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

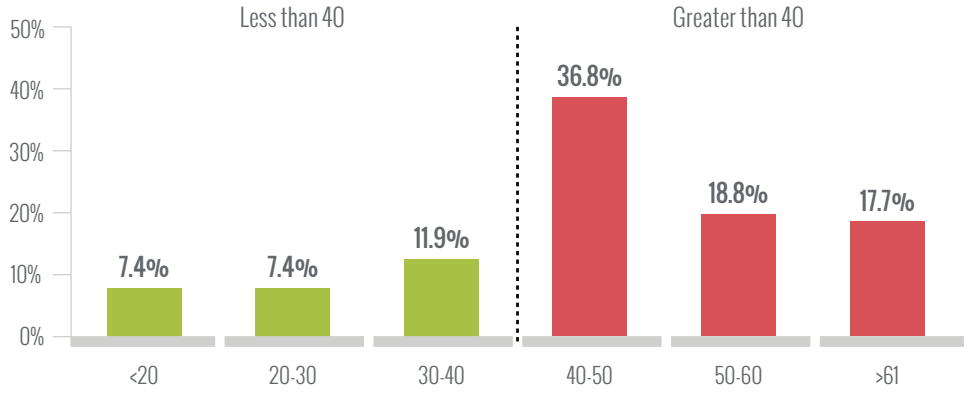
WORKLOAD

49% of agencies using only paid responders reported an increase of **11%** or more in the number of paid overtime hours in the last two years to compensate for responder shortages. (Source: 2019 SEMSCO report)

73% of respondents reported working more than 40 hours per week; **37%** work more than 50 hours per week; **17.7%** work more than 61 hours per week. (Source: 2023 SEMSCO survey)

- In nine regions more than **23%** of respondents work more than 61 hours per week – Adirondack, Finger Lakes, Hudson-Mohawk, Mid-State, Mountain Lakes, Nassau, Suffolk, Susquehanna, Westchester.
- Providers need to work more than one job to make ends meet. **42%** of agencies indicated "nearly all" of their paid Paramedics work more than one job in EMS. **34%** indicated "nearly all" of their paid EMTs work more than one job in EMS. (Source: 2019 SEMSCO report)
- Nationally, **60%** of respondents work two or more jobs. (Source: NAEMT 2022 National Survey of EMS Workforce)

On average, how many hours do you work per week (total for all EMS jobs)?



(Source: 2023 SEMSCO EMS Salary Survey)

85% of respondents have experienced burnout or compassion fatigue in their role as an EMS provider. (Source: 2023 SEMSCO survey)

89% of respondents have experienced a traumatic event or incident when working as an EMS provider. (Source: 2023 SEMSCO survey)

+50% More than half of agencies had inter-facility transports delayed by responder shortages, potentially disrupting patient navigation of hospitals and continuing care providers. (Source: 2019 SEMSCO report)

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

AMBULANCE OFFLOAD TIMES

Increasing ambulance offload times lengthens EMS calls and place an additional burden on a shrinking and stressed workforce.

9% of patient offloads took **30** minutes or more during 2021-22. (Source: DOH 2023)

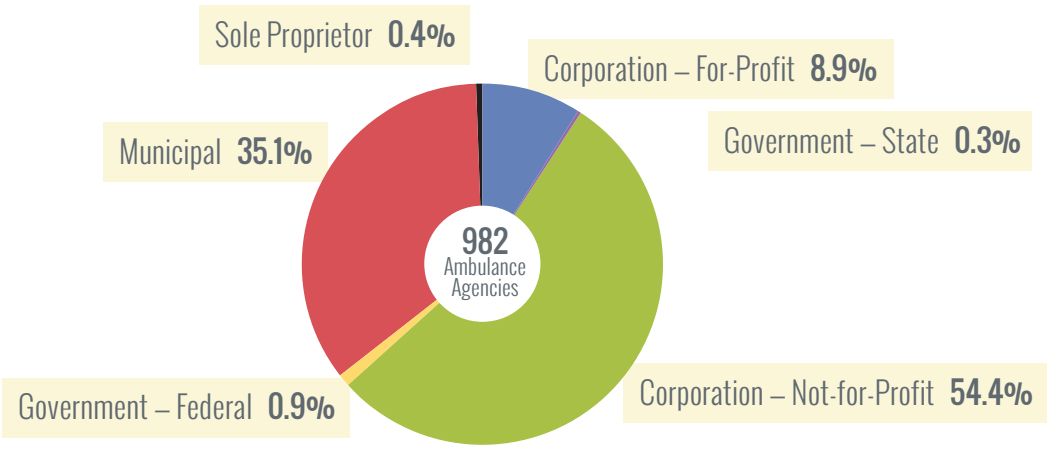
- **339,090** patients waited on an ambulance stretcher at the hospital for more than 30 minutes.
- **35,450** patients (1% of patients) waited one hour or more.

ENDNOTE

New York State has **982** ambulance services.

- Commercial For-Profit or Sole Proprietor **(9%)**
  - Commercial ambulance services answer **47%** of all emergency calls and **78%** of all non-emergency calls in NYS. (Source: United NY Ambulance Network testimony – NYS Joint Legislative Budget Hearing on the Executive Budget Proposal, February 8, 2022)
- Not-for-Profit **(54%)**
- Municipal **(35%)**
  - Fire District **(17%)**
  - County, City, Town, Village **(18%)**
- State and Federal Government **(1%)**

Agency Breakdown



(Source: 2023 DOH PHHPC Ambulance Data Presentation)

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

REASONS FOR THE EMS WORKFORCE SHORTAGE INCLUDE:

- A need for more EMS responders to meet increasing demand for ambulance service due to aging communities, substance abuse, behavioral health challenges, and chronic care needs.
- Low wages for career EMTs and Paramedics, despite the tremendous responsibilities that come with the job.
- A very limited capacity to raise wages, due to the declining financial health and negative fiscal outlook facing most EMS ambulance services. Many insurers – including Medicare and Medicaid – pay EMS agencies less than their actual cost of providing care and transportation.
- A decline in the number of new volunteers to replace long-time volunteers aging into retirement.
- Significant delays in turning patients over to hospitals due to emergency room overcrowding.

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

NEW YORK STATE

Department of Health

State Emergency Medical Services Council

New York State Department of Health
Division of State Emergency Medical Services
875 Central Avenue, Albany, NY 12206
www.health.ny.gov/professionals/ems/

Attachment: 2024-NYS-EMS-Workforce-Report-Release-Date-2024.09.16-V.001 (12690 : New York State Emergency Medical Services Report)

2024 DA Statistics

	Jan 2023	Jan 2024	Feb 2023	Feb 2024	Mar 2023	Mar 2024	Apr 2023	Apr 2024	May 2023	May 2024	June 2023	June 2024
Fel-County & City	33	24	29	16	21	19	44	31	23	35	23	13
Misd City	26	28	35	17	32	23	35	30	28	27	40	26
Misd County	32	35	36	35	31	36	34	52	43	40	48	29
Violations City	4	10	5	9	16	12	13	7	6	16	2	11
Violations County	2	2	0	5	1	12	1	1	1	2	3	3
Sealed Indictments	0	0	0	0	0	0	0	2	0	2	0	1
TOTALS:	97	99	105	82	101	102	127	123	101	122	116	83
Vehicle and Traffic	255	271	327	208	293	223	251	404	329	344	245	313
DWI's	13	11	15	10	12	10	12	24	7	15	9	9
	July 2023	July 2024	Aug 2023	Aug 2024	Sep 2023	Sep 2024	Oct 2023	Oct 2024	Nov 2023	Nov 2024	Dec 2023	Dec 2024
Fel-County & City	24	25	43	23	25	26	29	17	29	11	19	48
Misd City	31	35	22	42	26	39	32	31	23	19	27	35
Misd County	34	14	45	35	35	43	35	32	26	25	37	55
Violations City	9	10	12	12	26	26	30	21	13	17	8	8
Violations County	3	9	1	3	6	5	2	3	3	4	5	4
Sealed Indictments	0	0		1	1	3	1	2	0	0	0	1
TOTALS:	101	93	123	116	119	142	129	106	94	76	96	151
Vehicle and Traffic	264	335	230	301	314	208		186	286	287	183	354
DWI's	12	16	8	11	6	23	9	10	15	13	12	27

Attachment: Dec2024 (12718 : District Attorney Monthly Report)

CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

CORTLAND COUNTY OFFICE BUILDING, SUITE B27
60 CENTRAL AVENUE, CORTLAND NY 13045

MICHAEL R. CARDINALE	ADMINISTRATOR
STEPHANIE A. OLIVER	ADMINISTRATIVE ASSISTANT TO THE ADMINISTRATOR
TBD	CASE MANAGER
ALEXANDER MERKEL	INFORMATION PROCESSING CLERK
ELLEN WEBB	ILS DATA OFFICER

TELEPHONE: 607-428-5459
FACSIMILE: 607-428-5458
E-MAIL: ACP@CORTLANDCOUNTYNY.GOV

JPS MEETING - DECEMBER, 2024, REPORT

DENIALS	
Financially Ineligible	2
Case Type	10
Incomplete Application	0

CONFLICTS		
Family Court		61
Criminal Court		
Felonies	23	
Misdemeanors	32	
Violations	2	
Infractions	0	
Appeals	0	
Subtotal		57
Total		**118**

PD ASSIGNMENTS		
Family Court		25
Criminal Court		
Felonies	12	
Misdemeanors	32	
Violations	3	
Infractions	0	
Appeals	0	
Subtotal		47
Total		**72**

TOTAL PD CASES ASSIGNED	
Assigned by AC	72
Assigned by Courts	8
Total	**80**

ILS HURRELL-HARRING GRANT MONEY RECEIVED

01/01/2023-10/28/2024: $1,002,506.89

ILS RATE INCREASE REIMBURSEMENT MONEY RECEIVED

01/01/2024-10/28/2024 $ 299,707.15

COUNSEL AT FIRST ARRIAGNMENT		
After Hours	18B	PD
Dec-24	40	12
Nov-24	18	10
Oct-24	15	15
Sep-24	25	15
Aug-24	22	24
Jul-24	25	18
Jun-24	21	7
May-24	20	19
Apr-24	9	17
Feb-24	12	16
Jan-24	16	14
Dec-23	4	14
NOT After Hours	18B	PD
Dec-24	32	16
Nov-24	14	15
Oct-24	13	18
Sep-24	22	22
Aug-24	19	23
Jul-24	10	20
Jun-24	9	15
May-24	14	20
Apr-24	21	19
Mar-24	24	20
Feb-24	18	19
Jan-24	20	22
Dec-23	30	27

Attachment: December (12730 : Assigned Counsel Monthly Report)

PROBATION STATISTICS 2024

CRIMINAL COURT

	Jan		Feb		March		April		May		June		July		August		Sept		Oct		Nov		Dec	
Year 20'	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23
On Probation	338	346	334	350	326	352	330	342	329	349	338	345	347	346	345	349	351	343	343	342	346	335		340
Reports Completed	19	38	13	29	28	37	22	30	20	38	34	22	26	32	22	32	15	19	22	21	22	13		16

FAMILY COURT

	Jan		Feb		March		April		May		June		July		August		Sept		Oct		Nov		Dec	
Year 20'	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23	**24**	23
Adult Probation	23	26	21	26	21	25	21	24	19	26	20	23	20	21	21	21	20	20	20	21	20	20		22
Youth Probation	10	7	10	6	11	6	11	6	13	6	11	8	10	10	10	10	11	10	14	14	16	11		12
PINS in Diversion	34	36	35	37	33	39	37	39	37	41	36	42	30	33	26	33	26	32	27	29	24	32		31
JD in Diversion	12	7	10	4	10	6	4	6	3	5	7	4	4	1	3	1	3	0	2	4	4	5		7
Reports Completed	1	1	2	0	3	0	0	0	2	0	1	1	0	2	2	0	2	3	1	3	1	0		2

TOTAL ON PROBATION ALL COURTS and receiving Diversion Services:

2024 – Jan. 417, Feb. 410, March 401, April 403, May 398, June 412, July 411, August 405, Sept. 411, Oct. 413, 409

2023 – Jan. 422, Feb. 423, March 438, April 417, May 427, June 422, July 410, August 413, Sept. 405, Oct. 410, Nov. 403, 412

RELEASED TO ATI (Pre-trial):

2024 – Jan. 85, Feb. 84, March 86, April 80, May 95, June 102, July 94, August 101, Sept. 100, Oct. 84, Nov. 83

2023 – January 96, February 98, March 81, April 77, May 77, June 77, July 72, August 77, Sept. 79, Oct. 105, Nov. 92, Dec. 94

Attachment: 2024 Probation Statistics November (12693 : Probation Monthly Report November 2024)

CORTLAND COUNTY PUBLIC DEFENDER

Public Defender
Kevin A. Jones

Chief Asst. Public Defender
Anita Ribeiro

Cortland County Office Building
60 Central Avenue
Cortland, New York 13045
(607) 753-5046
Facsimile (607) 753-0781
Service by Fax not accepted

Assistant Public Defenders
Kayla D. Hardesty
BreAnna L. Avery
Jarrod W. Smith
LaVonda S. Collins
Jennifer L. Rosenberg

January 3, 2025

Sandy Price, Chair
Judiciary & Public Safety Committee
Cortland County Office Building
Third Floor, 60 Central Avenue
Cortland, NY 13045

Re: Public Defender Office Update

Dear JPS Chair Price:

1. Compared to last month, new cases assigned to the Public Defender's Office has shown a slight increase in criminal cases and family court cases. See enclosed chart.

2. The office ended the year within our budget.

3. Our office continues to pursue and collect grant revenues.

4. Our office continues our recruitment efforts to fill our one remaining vacant attorney position.

Assistant Public Defender Nicole Sabasowitz has resigned to accept a position as law clerk for the Supreme Court Justice of Chenango County. We were able to recruit a new Public Defender, Donatello Lazarati, Esq. He is expected to start his employment on January 13, 2025.

Please contact me if you have any questions.

Very truly yours,

Kevin A. Jones

Kevin A. Jones
Public Defender

enc.

Attachment: JPS December 2024 (12731 : JPS Budget December 2024 - Public Defender)

Chart PD1 - Cases represented by Public Defender's Office (opened) **2024**

		Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Year-to-date
Family Court	2019	38	28	46	59	45	38	63	41	48	46	28	24	504
	2020	39	31	32	18	13	22	25	20	43	24	25	22	314
	2021	36	40	33	27	27	19	38	22	43	35	23	15	358
	2022	*17*	*24*	*32*	*29*	*30*	*17*	*28*	*26*	*29*	*21*	*20*	*31*	*304*
	2023	*37*	*39*	*13*	*33*	*30*	*30*	*17*	*39*	*28*	*3*	*20*	*22*	*311*
	2024	**11**	**13**	**23**	**31**	**26**	**28**	**21**	**13**	**44**	**29**	**25**	**29**	**293**
Felonies	2019	13	21	24	13	20	20	30	14	22	27	10	23	237
	2020	13	19	8	4	6	17	22	15	25	21	9	14	173
	2021	9	10	23	13	24	16	12	16	24	14	25	16	202
	2022	*14*	*7*	*11*	*22*	*11*	*11*	*20*	*7*	*10*	*12*	*15*	*8*	*148*
	2023	*10*	*15*	*5*	*14*	*8*	*11*	*14*	*13*	*6*	*8*	*17*	*14*	*135*
	2024	**11**	**9**	**8**	**13**	**18**	**6**	**9**	**4**	**12**	**5**	**7**	**14**	**116**
Misdemeanors	2019	58	54	66	55	64	45	60	61	70	80	65	81	759
	2020	34	32	28	8	6	36	44	53	55	60	34	31	421
	2021	32	36	52	65	76	59	44	60	64	42	43	42	615
	2022	*60*	*56*	*37*	*63*	*79*	*33*	*61*	*26*	*36*	*36*	*29*	*38*	*554*
	2023	*33*	*44*	*53*	*35*	*43*	*45*	*41*	*36*	*33*	*43*	*30*	*33*	*469*
	2024	**36**	**32**	**26**	**47**	**32**	**36**	**36**	**24**	**31**	**23**	**24**	**30**	**377**
Violations	2019	7	2	7	3	10	7	6	4	11	4	5	4	70
	2020	7	6	6	0	1	5	5	4	7	20	6	5	72
	2021	3	9	12	7	11	7	10	5	14	6	11	7	102
	2022	*9*	*10*	*3*	*10*	*13*	*8*	*6*	*7*	*1*	*1*	*62*	*5*	*135*
	2023	*2*	*3*	*7*	*4*	*1*	*3*	*5*	*8*	*8*	*7*	*4*	*8*	*60*
	2024	**3**	**3**	**6**	**2**	**3**	**3**	**6**	**5**	**6**	**5**	**2**	**4**	**48**
Arraignments/Advice Only	2019	10	10	11	9	13	12	10	7	11	10	7	6	116
	2020	8	10	7	4	8	15	22	21	19	22	17	15	168
	2021	17	15	17	16	22	25	20	16	21	19	19	20	227
	2022	*24*	*19*	*27*	*25*	*26*	*28*	*31*	*30*	*27*	*33*	*31*	*38*	*339*
	2023	*25*	*26*	*29*	*26*	*19*	*16*	*9*	*0*	*0*	*0*	*0*		
	2024	**14**	**10**	***39***	**36**	**27**	**21**	**14**	**49**	**37**	**55**	**24**	**30**	**356**
Supreme Court	2019	2	4	2	7	2	1	4	7	4	3	0	2	38
Integrated Domestic Violence	2020	2	0	0	0	2	3	1	2	4	1	0	0	15
(IDV) or Matrimonial	2021	1	1	4	0	0	0	0	0	1	0	0	1	8
	2022	*0*	*3*	*0*	*0*	*3*	*0*	*0*	*0*	*0*	*2*	*1*	*0*	*9*
	2023	*0*	*0*	*0*	*0*	*0*	*0*	*1*	*0*	*0*	*0*	*0*		*1*
	2024	**0**	**0**	**1**	**0**	**3**	**0**	**6**	**4**	**6**	**1**	**0**	**0**	**21**
Parole	2019	9	1	4	2	1	4	5	3	9	4	6	2	50
	2020	6	4	8	1	0	1	2	4	1	5	2	2	36
	2021	2	2	4	3	0	0	1	0	2	0	2	0	16
	2022	*2*	*1*	*0*	*0*	*0*	*0*	*1*	*0*	*0*	*0*	*0*	*0*	*4*
	2023	*0*	*1*	*1*	*0*	*0*	*0*	*2*	*0*	*0*	*0*	*0*		
	2024	**0**	**1**	**1**	**0**	**0**	**1**	**1**	**0**	**2**	**0**	**0**	**2**	**8**
Fugitive	2019	0	0	0	0	0	0	1	0	1	0	0	0	2
	2020	0	1	1	0	0	0	0	0	0	2	0	0	4
	2021	1	0	0	0	1	0	0	0	0	0	2	0	4
	2022	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*1*	*0*	*0*	*0*	*0*	*1*
	2023	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*			
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**	**0**	**0**	**0**	**0**	**1**
Appeal &	2019	0	0	0	1	0	0	0	0	0	0	0	0	1
Post-conviction Motion	2020	1	0	0	0	0	0	0	0	0	0	0	0	1
	2021	0	0	0	0	0	0	0	0	0	0	0	0	0
	2022	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*
	2023	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*0*	*1*	*0*		
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**	**0**
Total per month	2019	137	120	160	149	155	127	179	137	176	174	121	142	1777
	2020	110	103	90	35	36	99	121	119	154	155	93	89	1204
	2021	101	113	145	131	161	126	125	119	169	116	125	101	1532
	2022	*126*	*120*	*110*	*149*	*162*	*97*	*147*	*97*	*103*	*105*	*158*	*120*	*1494*
	2023	*0*	*0*	*0*	*0*	*162*	*105*	*89*	*96*	*76*	*62*	*71*	*79*	*578*
	2024	**75**	**68**	**104**	**129**	**109**	**95**	**93**	**100**	**138**	**118**	**82**	**109**	
Total month-to-date	2019	137	257	417	566	721	848	1027	1164	1340	1514	1635	1777	
	2020	110	213	303	338	374	473	594	713	867	1022	1115	1204	
	2021	101	214	359	490	651	777	902	1021	1190	1306	1431	1532	
	2022	*126*	*246*	*356*	*505*	*667*	*764*	*911*	*1008*	*1111*	*1216*	*1374*	*1494*	
	2023	*0*	*0*	*0*	*0*	*0*	*661*	*750*	*846*	*922*	*984*	*1055*	*1134*	
	2024	**75**	**143**	**247**	**376**	**485**	**580**	**673**	**773**	**911**	**1029**	**1111**	**1220**	
Average Cases per Month	2019	137	129	139	142	144	141	147	146	149	151	149	148	
	2020	110	106.5	101	85	75	79	85	89	96	102	101	100	
	2021	101	107	120	123	130	130	129	128	132	131	130	128	
	2022	*126*	*123*	*119*	*126*	*133*	*127*	*130*	*126*	*123*	*122*	*125*	*125*	
	2023	*0*	*0*	*0*	*0*	*0*	*110*	*107*	*106*	*102*	*98*	*96*	*95*	
	2024	**75**	**72**	**82**	**75**	**97**	**97**	**96**	**97**	**101**	**103**	**101**	**102**	

Attachment: JPS December 2024 (12731 : JPS Budget December 2024 - Public Defender)