



Judiciary & Public Safety Committee

Committee Meeting

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

~ Agenda ~

Thursday, February 11, 2021

9:00 AM

Board Room

CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Committee Chair Sandra Price	☐	☐	☐	
Committee Member Christopher Newell	☐	☐	☐	
Committee Member Ronald J. Van Dee	☐	☐	☐	
Committee Vice-Chair Richard Stock	☐	☐	☐	
Committee Member Cathy Bischoff	☐	☐	☐	
Committee Member Susan Wilson	☐	☐	☐	
Committee Member Mitchel Eccleston	☐	☐	☐	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Nov 10, 2020 10:30 AM

RESOLUTIONS

Assigned Counsel

Coroners

District Attorney

Emergency Services/Communications

ON MOTION OF PRICE

AGENDA ITEM NO. 1

Amend 2021 Budget & Appropriate Reserve Funds for Emergency Generator Repair at Lapeer Emergency Communications Tower - Department of Emergency Response & Communications

WHEREAS, the Cortland County Legislature adopted Resolution No. 194-16, which established the Emergency Response & Communications Radio Tower Reserve for use in renovations and repair projects at the County owned radio towers, AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 157-19 requiring all future uses of the reserve to be done through resolution, AND

WHEREAS, there is a need to replace the standby power generator at the Lapeer tower site,
NOW THEREFORE BE IT

RESOLVED, the Legislature hereby approves the use of reserves up to \$30,000 from the Emergency Response & Communications Radio Tower Reserve, A386300.ETWR, for the emergency replacement of a standby generator at the Lapeer tower site, AND BE IT FURTHER

RESOLVED, the 2021 budget is hereby amended as follows:

Increase: A30205.54050 \$30,000.00

Increase: A359900 Appropriated Reserves \$30,000.00

ON MOTION OF PRICE

AGENDA ITEM NO. 2

Amend 2021 Budget to Accept 2020 State Homeland Security Grant and Authorize Required Grant Agreement - Department of Emergency Response & Communication

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$57,278, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

WHEREAS, the fiscal period for this grant is September 1, 2020 to August 31, 2023, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

		Current	Change	Revised
A34105.44389.23SHS	DHSES Grant	0	57,278	57,278
A34105.52015.23SHS	Technical Equipment	0	47,278	47,278
A34105.54015.23SHS	Maintenance Agreements	0	10,000	10,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or her designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed \$57,278.

ON MOTION OF PRICE

AGENDA ITEM NO. 3

Amend the 2021 Budget and Reallocate Unspent Funds from 2019 Multi Jurisdictional Local Hazard Mitigation Planning Grant - Department of Emergency Response and Communication

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$112,500, resulting in no new county costs, in support of Multi Jurisdictional Local Hazard Mitigation Planning, AND

WHEREAS, the Cortland County Legislature adopted Resolution 252-19 which authorized acceptance of the 2019 Multi Jurisdictional Local Hazard Mitigation Planning Grant, AND

WHEREAS, the fiscal period for this grant is February 20, 2019 to March 21, 2021, AND

WHEREAS, the New York State Department of Homeland Security has authorized a one year extension of the grant period due to the ongoing pandemic in NYS, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
INCREASE REVENUE BUDGET:			
A34105.44389.19HMG DHSES HMP Grant	0	\$10,030.07	\$10,030.07
INCREASE EXPENDITURE BUDGET:			
A34105.54055.19HMG Professional Services	0	\$10,030.07	\$10,030.07

ON MOTION OF PRICE

AGENDA ITEM NO. 4

**Amend 2021 Budget to Reallocate 2019 Statewide Interoperable Communications Grant Funds -
Department of Emergency Response & Communications**

WHEREAS, the Cortland County Legislature adopted Resolution No.54-20 which accepted the New York State Department of Homeland Security and Emergency Services (NYS DHSES) Statewide Interoperable Communications Grant (SIGC) in the amount of \$919,969, in support of Statewide Interoperable Communications Grant sustainment, AND

WHEREAS, there are un-spent grant funds remaining, AND

WHEREAS, the fiscal period for this grant is January 1, 2020 to December 31, 2021, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
INCREASE REVENUE BUDGET:			
A302043.43306.20HSG DHSES Grant	0	\$107,552.96	\$107,552.96
A30205.52015.20HSG Technical Equipment	0	\$107,552.96	\$107,552.96

ON MOTION OF PRICE

AGENDA ITEM NO. 5

**Amend 2021 Budget to Reallocate 2019 New York State Homeland Security Projects Grant -
Department of Emergency Response and Communications**

WHEREAS, the Cortland County Legislature adopted Resolution 238-19 which authorized the acceptance the 2019 State Homeland Security Grant in July of 2019, AND

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$44,987, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

WHEREAS, the fiscal period for this grant is September 1, 2019 to August 31, 2022, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

Current	Change	Revised
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A341043.43306.19SHS DHSES Grant	0	3,508.47	3,508.47
A34105.54000.19SHS Cell/Telephone	0	3,508.47	3,508.47

Probation Department/ATI

Public Defender

Sheriff's Department

ON MOTION OF PRICE

AGENDA ITEM NO. 6

Authorize Agreement with Black Creek Integrated System Corporation for Jail Software-Sheriff's Office Division of Corrections

WHEREAS, Black Creek Integrated System Corporation, 2900 Crestwood Blvd, Irondale, AL 35210, has agreed to enter into an agreement to perform services and/or supply goods for the Cortland County Jail Black Creek Sally Port Software Unlimited Support Plan, AND

WHEREAS, the jail management system maintenance agreement for the existing Black Creek Integrated System Corporation Software expired December 31, 2020, AND

WHEREAS, the cost of the maintenance agreement is \$20,962.30, for the period beginning on January 1, 2021 and ending on December 31, 2021.

WHEREAS, the Sheriff is authorized to pay this billing in January, 2021, AND

WHEREAS, the funds to cover this contract are available in account number A31505.54015, Maintenance Agreements, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and the Sheriff of Cortland County, upon review and approval by the County attorney or designee, and subject to available funds, be and herby are authorized to contract with Black Creek Integrated System Corporation for the period of January 1, 2021 to December 31, 2021.

Monthly Reports

1. Assigned Counsel Monthly Report
2. Assigned Counsel Monthly Report
3. Coroner Monthly Budget Report
4. District Attorney Monthly Activities Report
5. Department of Emergency Response & Communications Monthly Reports
6. Probation Monthly Budget Reports
7. Probation Monthly Report
8. Public Defender Monthly Activities Report
9. District Attorney Monthly Report



Judiciary & Public Safety Committee

Committee Meeting

~ Minutes ~

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

1

Tuesday, November 10, 2020

10:30 AM

Room 304

CALL TO ORDER

The meeting was called to order at 10:30 AM by Committee Chair Sandra Price

Attendee Name	Organization	Title	Status	Arrived
Sandra Price	Cortland County, NY	Committee Chair	Present	
Douglas Bentley	Cortland County, NY	Committee Member	Remote	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Richard Stock	Cortland County, NY	Committee Vice-Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Board Member	Present	
Mitchel Eccleston	Cortland County, NY	Committee Member	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Eric Mulvihill	Cortland County, NY	Clerk, County Legislature	Present	
Paul Heider	Cortland County, NY	Chair, Legislature	Present	
Christopher Newell	Cortland County, NY	Board Member	Present	
Whitney Meeker	Cortland County, NY	Coroner	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Wesley Foley	Cortland County, NY	Director, Weights & Measures	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Patrick Perfetti	Cortland County, NY	District Attorney	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Nicole Albro	Cortland County, NY	Probation Director	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Budd Rigg	Cortland County, NY	Undersheriff	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	

Minutes Acceptance: Minutes of Nov 10, 2020 10:30 AM (MINUTES)

	NY			
Brooke Cummings	Cortland County, NY	Confidential Secretary to the County Administrator	Present	
Shenandoah Briere	Cortland County, NY	Cortland Standard	Present	

MINUTES

Judiciary & Public Safety Committee - Committee Meeting - Oct 13, 2020 10:30 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Board Member
SECONDER:	Cathy Bischoff, Committee Member
AYES:	Price, Bentley, Van Dee, Stock, Bischoff, Nauseef, Eccleston

RESOLUTIONS

Assigned Counsel

Coroners

AGENDA ITEM NO. 1 – Authorize Agreement for Forensic Lab Testing - NMS Labs - County Coroner's Office

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/10/2020 11:30 AM
MOVER:	Joseph Nauseef, Board Member
SECONDER:	Richard Stock, Committee Vice-Chair
AYES:	Price, Bentley, Van Dee, Stock, Bischoff, Nauseef, Eccleston

ON MOTION OF PRICE

RESOLUTION NO.

Authorize Agreement for Forensic Lab Testing - NMS Labs - County Coroner's Office

WHEREAS, at times, the Cortland County Coroners require forensic laboratory testing be performed on deceased individuals, AND

WHEREAS, the County of Cortland is desirous of obtaining forensic laboratory testing from NMS Labs, 3701 Welsh Road, Willow Grove, PA 19090, AND

WHEREAS, NMS Labs has agreed to a fee as itemized on their fee schedule, AND

WHEREAS, NMS Labs has the necessary expertise and facilities to perform these services and is willing to provide said services, NOW THEREFORE BE IT

RESOLVED, that the County Administrator be and hereby is authorized to enter into an agreement, upon approval of the County Attorney or designee, with NMS Labs for forensic laboratory testing as needed and requested and for the term of January 1, 2021 to December 31, 2021, with said expenses to be paid from account #A11855.54615.

County Clerk

District Attorney/Child Advocacy Center

AGENDA ITEM NO. 2 – Authorize Agreement with Josie's Journey Inc for Canine Comfort Care Services - Child Advocacy Center

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/10/2020 11:30 AM
MOVER:	Richard Stock, Committee Vice-Chair
SECONDER:	Joseph Nauseef, Board Member
AYES:	Price, Bentley, Van Dee, Stock, Bischoff, Nauseef, Eccleston

ON MOTION OF BISCHOFF

RESOLUTION NO.

Authorize Agreement with Josie's Journey Inc for Canine Comfort Care Services - Child Advocacy Center

WHEREAS, the Cortland County Child Advocacy believes there is a therapeutic value to providing clients with access to a trained canine to be utilized for comfort services, AND

WHEREAS, Josie's Journey Inc. has agreed to contract with Cortland County to provide such services at a cost of \$50 per hour, AND

WHEREAS, the Health & Human Services & Judiciary and Public Safety committee's support a contract with Josie's Journey Inc. on a per diem basis, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to sign an agreement with Josie's Journey Inc. for canine comfort services with a term commencing on January 1, 2021 - December 31, 2021.

Emergency Services/Communications

Probation Department/ATI

AGENDA ITEM NO. 3 – Renew Agreement for Drug Screening Services with MedLab Inc. - Probation Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/10/2020 11:30 AM
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Richard Stock, Committee Vice-Chair
AYES:	Price, Bentley, Van Dee, Stock, Bischoff, Nauseef, Eccleston

ON MOTION OF PRICE

RESOLUTION NO.

Renew Agreement for Drug Screening Services with MedLab Inc. - Probation Department

WHEREAS, the Cortland County Probation Department conducts drug screening as required to enhance supervision and enforce client abstinence from the illegal use of chemical substances, AND

WHEREAS, it is necessary for the Cortland County Probation Department to provide verification to the sentencing Courts of compliance and/or non-compliance with probation terms and conditions, AND

WHEREAS, Cortland County Probation Department has contracted with Medlab Inc., 600 Cayuga Road, Buffalo, New York 14225, since 2005 and the latest contract, as authorized by Resolution 433-16, with said company expires December 31, 2020, AND

Minutes Acceptance: Minutes of Nov 10, 2020 10:30 AM (MINUTES)

WHEREAS, Medlab Inc. has agreed to extend the current contract for an additional three year period, starting January 1, 2021 and ending December 31, 2023, AND,

WHEREAS, Medlab has agreed to amend the contract to provide drug screening tests at the rate of \$15.00 per 6 panel test and continue the option of Drugtrace at the cost of \$25.00 per test and with no further changes in costs to the previous agreed upon services, AND

WHEREAS, the Cortland County Probation Department desires to continue to contract with Medlab for these services, AND

WHEREAS, the Cortland County Probation Department estimates \$650.00 to be paid for said services annually from January 1, 2021 through December 31, 2023, AND

WHEREAS, the cost of such testing will be paid from account A31405.54615, Contracted Medical Services, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval by the County Attorney or designee, be and hereby is authorized to execute a three year agreement with Medlab Inc., 600 Cayuga Road, Buffalo, New York 14225, for the term January 1, 2021 through December 31, 2023, for the purpose of conducting confirmation drug testing for the Cortland County Probation Department, AND BE IT FURTHER

RESOLVED, that the County Treasurer is authorized to pay vendor from said funds.

Public Defender

Sheriff's Department

Weights & Measures

Minutes Acceptance: Minutes of Nov 10, 2020 10:30 AM (MINUTES)

Monthly Reports

1. Assigned Counsel Monthly Report

RESULT:	COMPLETED
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2. Coroner Monthly Report

RESULT:	COMPLETED
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3. County Clerk Monthly Report

RESULT:	COMPLETED
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4. District Attorney Monthly Report

RESULT:	COMPLETED
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5. Department of Emergency Response and Communication Monthly Report

RESULT:	COMPLETED
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6. Probation Monthly Report

RESULT:	COMPLETED
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7. Public Defender Monthly Activities Report

RESULT:	COMPLETED
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8. Weights & Measures Monthly Budget Report

RESULT:	COMPLETED
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Discussion Items

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR**AGENDA ITEM NO. 1****Amend 2021 Budget & Appropriate Reserve Funds for Emergency Generator Repair at Lapeer
Emergency Communications Tower - Department of Emergency Response & Communications**

WHEREAS, the Cortland County Legislature adopted Resolution No. 194-16, which established the Emergency Response & Communications Radio Tower Reserve for use in renovations and repair projects at the County owned radio towers, AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 157-19 requiring all future uses of the reserve to be done through resolution, AND

WHEREAS, there is a need to replace the standby power generator at the Lapeer tower site,
NOW THEREFORE BE IT

RESOLVED, the Legislature hereby approves the use of reserves up to \$30,000 from the Emergency Response & Communications Radio Tower Reserve, A386300.ETWR, for the emergency replacement of a standby generator at the Lapeer tower site, AND BE IT FURTHER

RESOLVED, the 2021 budget is hereby amended as follows:

Increase: A30205.54050	\$30,000.00
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Increase: A359900 Appropriated Reserves	\$30,000.00
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ON MOTION OF RICHARD BUSHNELL

RESOLUTION NO. 194-16

Authorize Agreement - Establish Reserve Account Radio Towers

WHEREAS, the Emergency Response and Communications Department has been approached by the United States Government, Department of Homeland Security, Division of Customs and Border Protection for the rental of space on the County's Lapeer radio tower, AND

WHEREAS, the term of the Lapeer tower rental agreement with the US Government will generate \$650 per month of unexpected revenue during the term of the rental agreement, AND

WHEREAS, Cortland County has 16 interconnected tower sites use for public safety communications including paging and two way radio communications that require extensive maintenance, NOW THEREFORE BE IT

RESOLVED that the Chairman of the Legislature, upon review and approval by the County Attorney or her designee, be and hereby is authorized to sign the Tower space rental agreement with the United States Government, Department of Homeland Security, Division of Customs and Border Protection, AND BE IT FURTHER

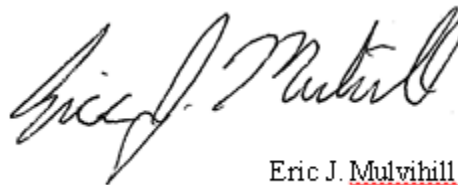
RESOLVED that the Cortland County Board of Legislators authorizes the establishment of an Emergency Response and Communications Radio Tower Reserve Account #A386400, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature further authorizes the County Treasurer to deposit the unexpected revenue funds in the amount agreed to per contract of an estimated \$7800 yearly for the purchase or maintenance of the radio towers into said reserve account.

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 April, 2016 and 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 April, 2016.



Eric J. Mulvihill
Clerk of the Cortland County Legislature

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR**AGENDA ITEM NO. 2****Amend 2021 Budget to Accept 2020 State Homeland Security Grant and Authorize Required Grant Agreement - Department of Emergency Response & Communication**

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$57,278, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

WHEREAS, the fiscal period for this grant is September 1, 2020 to August 31, 2023, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

			Current	Change	Revised
A34105.44389.23SHS	DHSES Grant	0	57,278	57,278	
A34105.52015.23SHS	Technical Equipment	0		47,278	47,278
A34105.54015.23SHS	Maintenance Agreements	0		10,000	10,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or her designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed \$57,278.

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C970000 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland NY 13045	TYPE OF PROGRAMS: WM2020 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM20970000
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 09/01/2020 TO 08/31/2023 FUNDING AMOUNT FOR INITIAL PERIOD: \$57,278.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT APPENDIX A Standard Clauses required by the Attorney General for all State contracts ☒ APPENDIX A1 Agency-specific Clauses ☒ APPENDIX B Budget ☒ APPENDIX C Payment and Reporting Schedule ☒ APPENDIX D Program Workplan and Special Conditions APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) DHSES-55 Budget Amendment/Grant Extension Request Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: Eric Abramson , Acting Director of Grants Program Administration Date: 09/15/2020 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Robert Corpora Director Date: 09/15/2020	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract

SHSP

Project No.

Grantee Name

SH20-1007-D00

Cortland County

09/15/2020

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Project No.
SH20-1007-D00

Grantee Name
Cortland County

09/15/2020

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Project No.
SH20-1007-D00

Grantee Name
Cortland County

09/15/2020

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Award Contract

SHSP

Project No.

Grantee Name

SH20-1007-D00

Cortland County

09/15/2020

Appendix B - Project BudgetBudget Summary by Participant

Cortland CountyCortland County Department of Emergency Response & Communications - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Stand-off Chemical Detector (FTIR system)	07CD-04-DCSO	1	\$2,864.00	\$2,864.00	\$2,864.00	\$0.00
2	Mobile Data Terminals	06CP-05-VCON	1	\$6,814.00	\$6,814.00	\$6,814.00	\$0.00
3	CCTV Camera System - Requires prior DHS EHP approval if not mobile or portable	14SW-01-VIDA	1	\$25,000.00	\$25,000.00	\$25,000.00	\$0.00
4	Surveillance Technical Equipment	13LW-00-SURV	1	\$12,600.00	\$12,600.00	\$12,600.00	\$0.00
Total					\$47,278.00	\$47,278.00	\$0.00

			Total	\$47,278.00	\$47,278.00	\$0.00
#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Preventative Maintenance of Encryption Software	1	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00
			Total	\$10,000.00	\$10,000.00	\$0.00

Cortland County Department of Emergency Response & Communications Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$57,278.00	\$57,278.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$57,278.00	\$57,278.00	\$0.00

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Project No.
SH20-1007-D00

Grantee Name
Cortland County

09/15/2020

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Award Contract

SHSP

Project No.

Grantee Name

SH20-1007-D00

Cortland County

09/15/2020

Appendix D - Program Workplan and Special ConditionsWork Plan

Goal

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

Objective #1

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

Investment Justification - Enhancing Information and Intelligence Sharing

NYS Critical Capabilities

Primary - Information-Sharing and Intelligence Analysis

Utilize technological systems to empower widespread information sharing and intelligence analysis.

Task #1 for Objective #1

Purchase allowable law enforcement equipment (MDTs and surveillance equipment). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

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

Objective #2

G & T Workplan Code - 03. Establish/enhance cyber security program.

Investment Justification - Enhance Cyber Security Capabilities

NYS Critical Capabilities

Primary - Cyber Security

Strengthen networking infrastructure by upgrading outdated infrastructure and introducing technologies that vastly improve security within State and local government agencies.

Task #1 for Objective #2

Acquire services and/or provide maintenance on encryption equipment/software.

Performance Measure

- 1 Services acquired and/or maintenance activities conducted. Provide a brief narrative reporting activities conducted and how the project enhanced the cyber security capabilities in the jurisdiction.

Objective #3

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Addressing Emerging Threats & Build and Sustain CBRNE Detection and Response Capabilities

NYS Critical Capabilities

Primary - CBRNE Detection and Interdiction

Based on capability analyses, identify, purchase, and maintain equipment for responders to safely detect, identify, and respond to CBRNE events.

Task #1 for Objective #3

Purchase allowable HazMat Teams equipment (detector). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

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

Objective #4

G & T Workplan Code - 12. Assess vulnerability of and/or harden/protect critical infrastructure and key assets.

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

NYS Critical Capabilities

Primary - Critical Infrastructure/Key Resources Protection

Utilizing risk assessments, conduct target hardening measures and/or enhance security at CI/KR and/or mass gathering events.

Task #1 for Objective #4

Purchase allowable critical infrastructure protection equipment (CCTV). Train appropriate personnel in the proper use of the equipment and place the equipment into service.

Performance Measure

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

Project No. Grantee Name
SH20-1007-D00 Cortland County

09/15/2020

NEW YORK STATE

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

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

1. Appendix A-1¹
2. Modifications to the Face Page
3. Modifications to Appendices B, C and D
4. The Face Page
5. Appendices B, C and D
6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

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

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this

Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

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

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

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

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

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

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

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party

sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

M. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

N. 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 the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the 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 setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

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

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 shall be considered to be 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 DHSES and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.

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

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under

this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

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

- a. the repayment to the State of any monies previously paid to the Contractor; or
- b. the return of any real property or equipment purchased under the terms of the Contract; or
- c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal:
<https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

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

6. Timeliness of advance payments or other claims for reimbursement, 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.

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

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

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

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made

available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

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

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

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

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to thirty (30) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This 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.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

4. If requested by the State, when a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

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

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

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

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

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

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

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

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

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

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

E. Records and Audits:

1. General:

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

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

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

and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure

and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

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

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

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. 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 the Contract shall be performed within the State of New York, the 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 the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State 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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor 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;
3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or

marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1-6 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

- a. The Contractor has made reasonable efforts to encourage the participation of 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 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 the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

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

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

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

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

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by

the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

- a. to require updates or clarifications to the Questionnaire upon written request;
- b. to inquire about information included in or required information omitted from the Questionnaire;
- c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
- d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
- e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

- a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
- b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance

Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

1. General Provisions

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

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

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

2. Contract Goals

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

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the

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

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

3. Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

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

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

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

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

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

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

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

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

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

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

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

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

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

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/state-agencies/travel>.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and

selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(f). A copy of DHSES' approval must also be submitted with the voucher for payment.

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

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

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

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

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

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

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

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

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

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

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

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

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

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

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

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

ii. 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.

iii. During the term of the Contract, should DHSES 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.

iv. DHSES 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.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

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

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

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

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

1. General Administrative Requirements:

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

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

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

2. Affirmative steps must include:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

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

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

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6>.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

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

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable

license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

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

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

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Contract;

Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;

Applicable federal and/or State cost principles to be used in determining allowable costs; and

Property Records or Equipment Inventory Reports.

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

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

R. Equipment and Property:

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

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

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

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

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If

retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

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

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

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

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be

continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 07/2020

Certified by - Robert Corpora on 09/02/2020

Project No. Grantee Name
SH20-1007-D00 Cortland County

09/15/2020

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

Signed Voucher and Fiscal Cost Report

Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested

Written documentation of all required DHSES approvals, as appropriate

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

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over \$500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over \$500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services

Federal Fiscal Unit

State Campus - Building 7A

1220 Washington Avenue

Albany, NY 12242

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

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services

Attention: Contracts Unit

State Office Building Campus Bldg. 7A

1220 Washington Avenue, Suite 610

Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section

III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

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

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

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

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Calendar Quarter: April 1 - June 30 -- Report Due: July 30

Calendar Quarter: July 1 - September 30 -- Report Due: October 30

Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Certified by - Robert Corpora on 09/02/2020

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

Award Contract

SHSP

Project No.

Grantee Name

SH20-1007-D00

Cortland County

09/15/2020

Special Conditions**I. ALL GRANT FUNDS:**

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at <https://www.fema.gov/grants>

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at <http://www.dhses.ny.gov/planning/#strat>.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (<https://www.fema.gov/authorized-equipment-list>).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

Attachment: FY2020 SHSP contract (8253 : Accept and Authorize 2020 State Homeland Security Grant - DOERC)

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhses.ny.gov/grants/eph.cfm>.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

I. National Cyber Security Review

1. Completion of the National Cybersecurity Review (NCSR) is a mandatory annual requirement under this Contract and a condition of funding. The NCSR will be open from October to December each year and enables agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each subrecipient should complete the NCSR. If there is no CIO/CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user. The Multi-State Information Sharing and Analysis Center (MS-ISAC) improves the overall cybersecurity posture of the nations state, local, tribal, territorial, nonprofit, and private sector agencies through focused cyber threat prevention, protection, response, and recovery. It is a no-cost, membership-based community that includes 24/7 cybersecurity support, analysis and monitoring, and a central location for reporting threats and suspicious activities. The MS-ISAC is available for both technical and administrative assistance on the NCSR. For more on the MS-ISAC, visit <https://www.cisecurity.org/ms-isac/services/ncsr/> or email ncsr@cisecurity.org.

2. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

J. National Priorities

The FY2020 HSGP Notice of Funding Opportunity (NOFO) identified four priority areas: Cyber Security, Protection of Soft Targets/Crowded Places, Intelligence and Information Sharing, and Addressing Emerging Threats. As outlined in the NOFO, a minimum of 5% of the jurisdictions overall award for the State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) must be allocated to each priority area.



ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

September 3, 2020

The Honorable Paul Heider
Chair, Cortland County Legislature
County Office Building
60 Central Avenue
Cortland, NY 13045

Dear Mr. Heider:

I am pleased to inform you that Cortland County is awarded \$57,278 under the FY2020 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

As per Federal guidelines, at least 25 percent (\$14,319) of your award must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ). In addition, as a requirement of FY2020 SHSP federal funding, DHS/FEMA is requiring that all subrecipients complete the Nationwide Cyber Security Review (NCSR) by December 31, 2020. Please also be mindful of the National Priority Requirements that are new to this funding cycle which include at least a 5 percent spending requirement in each of the areas of intelligence and information sharing, cyber security, emerging threats, and soft targets and crowded places for all SHSP awards.

The performance period for this grant is from September 1, 2020 through August 31, 2023. Grant extensions beyond this date are highly unlikely. DHSES grants management staff will work with your designated SHSP grant program point of contact to provide additional administrative guidance in executing this award.

Thank you for your continued support of New York State's homeland security efforts. DHSES remains committed to providing you with outstanding support in the administration of your homeland security programs. If you have any questions, please contact me at (518) 242-5000 or my Program Manager of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick A. Murphy". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Patrick A. Murphy
Commissioner

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR**AGENDA ITEM NO. 3****Amend the 2021 Budget and Reallocate Unspent Funds from 2019 Multi Jurisdictional Local Hazard Mitigation Planning Grant - Department of Emergency Response and Communication**

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$112,500, resulting in no new county costs, in support of Multi Jurisdictional Local Hazard Mitigation Planning, AND

WHEREAS, the Cortland County Legislature adopted Resolution 252-19 which authorized acceptance of the 2019 Multi Jurisdictional Local Hazard Mitigation Planning Grant, AND

WHEREAS, the fiscal period for this grant is February 20, 2019 to March 21, 2021, AND

WHEREAS, the New York State Department of Homeland Security has authorized a one year extension of the grant period due to the ongoing pandemic in NYS, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
INCREASE REVENUE BUDGET:			
A34105.44389.19HMG DHSES HMP Grant	0	\$10,030.07	\$10,030.07
INCREASE EXPENDITURE BUDGET:			
A34105.54055.19HMG Professional Services	0	\$10,030.07	\$10,030.07

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR**AGENDA ITEM NO. 4****Amend 2021 Budget to Reallocate 2019 Statewide Interoperable Communications Grant Funds -
Department of Emergency Response & Communications**

WHEREAS, the Cortland County Legislature adopted Resolution No.54-20 which accepted the New York State Department of Homeland Security and Emergency Services (NYS DHSES) Statewide Interoperable Communications Grant (SIGC) in the amount of \$919,969, in support of Statewide Interoperable Communications Grant sustainment, AND

WHEREAS, there are un-spent grant funds remaining, AND

WHEREAS, the fiscal period for this grant is January 1, 2020 to December 31, 2021, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
INCREASE REVENUE BUDGET:			
A302043.43306.20HSG DHSES Grant	0	\$107,552.96	\$107,552.96
A30205.52015.20HSG Technical Equipment	0	\$107,552.96	\$107,552.96

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR**AGENDA ITEM NO. 5****Amend 2021 Budget to Reallocate 2019 New York State Homeland Security Projects Grant -
Department of Emergency Response and Communications**

WHEREAS, the Cortland County Legislature adopted Resolution 238-19 which authorized the acceptance the 2019 State Homeland Security Grant in July of 2019, AND

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of \$44,987, resulting in no new county costs, in support of State Homeland Security Projects (SHSP), AND

WHEREAS, the fiscal period for this grant is September 1, 2019 to August 31, 2022, with no extensions allowed by NYS DHSES, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
A341043.43306.19SHS DHSES Grant	0	3,508.47	3,508.47
A34105.54000.19SHS Cell/Telephone	0	3,508.47	3,508.47

ON MOTION OF SANDRA PRICE, COMMITTEE CHAIR**AGENDA ITEM NO. 6****Authorize Agreement with Black Creek Integrated System Corporation for Jail Software-Sheriff's Office Division of Corrections**

WHEREAS, Black Creek Integrated System Corporation, 2900 Crestwood Blvd, Irondale, AL 35210, has agreed to enter into an agreement to perform services and/or supply goods for the Cortland County Jail Black Creek Sally Port Software Unlimited Support Plan, AND

WHEREAS, the jail management system maintenance agreement for the existing Black Creek Integrated System Corporation Software expired December 31, 2020, AND

WHEREAS, the cost of the maintenance agreement is \$20,962.30, for the period beginning on January 1, 2021 and ending on December 31, 2021.

WHEREAS, the Sheriff is authorized to pay this billing in January, 2021, AND

WHEREAS, the funds to cover this contract are available in account number A31505.54015, Maintenance Agreements, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and the Sheriff of Cortland County, upon review and approval by the County attorney or designee, and subject to available funds, be and herby are authorized to contract with Black Creek Integrated System Corporation for the period of January 1, 2021 to December 31, 2021.



CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

CORTLAND COUNTY OFFICE BUILDING, SUITE B2
60 CENTRAL AVENUE, CORTLAND NY 13045

MICHAEL R. CARDINALE
ADMINISTRATOR

DONNA JOHNSON
SECRETARY

JPS Meeting-December Report (12/1/20-12/22/20)

Denials: 3 financially ineligible
3 type of case

CONFLICT1

Family Court:	31
Criminal:	
Felonies	13
Misdemeanors	21
Violations	1
Other	1
Infractions	0
Total	67

PUBLIC DEFENDER ASSIGNMENTS

Family Court	14
Criminal:	
Felonies	7
Misdemeanors	13
Violations	2
Other	2
Infractions	0
Total	38

Total PD cases assigned: Assigned by AC-38
Assigned by Courts- 39
77

Total Cases Assigned

67 + 77 = 144

(54 less assignments compared to November)

COUNSEL AT FIRST ARRAIGNMENT		
After hours	18B	PD
December 2020	3	3
November 2020	10	14
October 2020	4	18
September 2020	14	26
August 2020	6	13
July 2020	16	17
June 2020	5	6
May 2020	9	5
April 2020	3	3
Not After hours		
December 2020		1
November 2020		29
October 2020		53
September 2020		41
August 2020		49
July 2020		104
June 2020		50
May 2020		3
April 2020		1

ILS Hurrell-Harring Grant Money

\$57,021.06 received 3/19/20

\$52,941.00 received 10/28/20



CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

CORTLAND COUNTY OFFICE BUILDING, SUITE B2
60 CENTRAL AVENUE, CORTLAND NY 13045

MICHAEL R. CARDINALE
ADMINISTRATOR

DONNA JOHNSON
SECRETARY

JPS Meeting-January 2021 Report

Denials: 5 financially ineligible
2 type of case

CONFLICT

Family Court:	37
Criminal:	
Felonies	7
Misdemeanors	26
Violations	2
Other	2
Infractions	0
Total	74

PUBLIC DEFENDER ASSIGNMENTS

Family Court	31
Criminal:	
Felonies	4
Misdemeanors	14
Violations	2
Other	1
Infractions	0
Total	52

COUNSEL AT FIRST ARRAIGNMENT		
After hours	18B	PD
January 2021	7	10
December 2020	8	8
November 2020	10	14
October 2020	4	18
September 2020	14	26
August 2020	6	13
Not After hours		
January 2021		27
December 2020		4
November 2020		29
October 2020		53
September 2020		41
August 2020		49

Total PD cases assigned: Assigned by AC-52

Assigned by Courts- 69
121

Total Cases Assigned

74 + 121 = 242

(98 more assignments compared to December)

ILS Hurrell-Harring Grant Money

\$57,021.06 received 3/19/20

\$52,941.00 received 10/28/20

FOR 2021 01

ACCOUNTS FOR:
A GENERAL FUND

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1175 ASSIGNED COUNSEL							
A11755 43025 HH11 SA -INDIGENT L	-368,426	0	-368,426	.00	.00	-368,426.00	.0%
A11755 51005 PERSONAL SERVICES	68,758	0	68,758	6,287.23	.00	62,470.77	9.1%
A11755 51005 HH11 PERSONAL SERVI	83,865	0	83,865	.00	.00	83,865.00	.0%
A11755 51010 PART-TIME PAY	36,798	0	36,798	2,194.45	.00	34,603.55	6.0%
A11755 51020 OVERTIME PAY	0	0	0	622.79	.00	-622.79	100.0%
A11755 52060 HH11 Capital Comput	1,000	0	1,000	.00	.00	1,000.00	.0%
A11755 54000 TELEPHONE	1,000	0	1,000	.00	.00	1,000.00	.0%
A11755 54000 HH11 LONG DISTANCE	432	0	432	.00	.00	432.00	.0%
A11755 54002 COMPUTER MTN/AGREE	1,000	-1,000	0	.00	.00	.00	.0%
A11755 54002 HH11 COMPUTER MTN/A	1,000	-1,000	0	.00	.00	.00	.0%
A11755 54003 HH11 OFFICE FURNITU	2,000	-2,000	0	.00	.00	.00	.0%
A11755 54005 Office Materials &	1,000	0	1,000	29.83	.00	970.17	3.0%
A11755 54005 HH11 Office Materia	1,000	2,000	3,000	.00	.00	3,000.00	.0%
A11755 54015 Maintenance Agreeem	0	1,000	1,000	.00	.00	1,000.00	.0%
A11755 54015 HH11 Maintenance Ag	0	1,000	1,000	.00	.00	1,000.00	.0%
A11755 54020 POSTAGE	1,400	0	1,400	.00	.00	1,400.00	.0%
A11755 54020 HH11 POSTAGE	400	0	400	.00	.00	400.00	.0%
A11755 54035 HH11 EDUCATION & TR	50,000	0	50,000	.00	.00	50,000.00	.0%
A11755 54041 HH11 PUBLICATIONS	1,500	0	1,500	.00	.00	1,500.00	.0%
A11755 54045 HH11 Travel & Suste	2,500	5,000	7,500	.00	.00	7,500.00	.0%
A11755 54047 HH11 MILEAGE REIMBU	5,000	-5,000	0	.00	.00	.00	.0%
A11755 54055 PROFESSIONAL SERVI	650,000	0	650,000	500.00	.00	649,500.00	.1%
A11755 54055 HH11 PROFESSIONAL S	65,617	9,000	74,617	2,650.00	750.00	71,216.63	4.6%
A11755 54059 HH11 COURT RELATED	70,000	-9,000	61,000	.00	.00	70,000.00	.0%
A11755 54063 HH11 LEGAL FEES	12,526	0	12,526	.00	.00	12,525.65	.0%
A11755 54067 HH11 REAL PROPERTY	842	0	842	.00	.00	841.60	.0%
A11755 54070 INSURANCE	947	0	947	.00	.00	946.80	.0%
A11755 54070 HH11 LIABILITY INSU	1,520	0	1,520	.00	.00	1,520.00	.0%
A11755 54213 I/D COPIER	1,520	0	1,520	.00	.00	1,520.00	.0%
A11755 54213 HH11 I/D COPIER	1,203	0	1,203	.00	.00	1,203.00	.0%
A11755 54215 HH11 I/D LEXIS/NEXI	14,778	0	14,778	.00	.00	14,778.00	.0%
A11755 58020 RETIREMENT	11,741	0	11,741	.00	.00	11,741.10	.0%
A11755 58020 HH11 RETIREMENT	8,075	0	8,075	594.70	.00	7,480.30	7.4%
A11755 58030 FICA	6,416	0	6,416	.00	.00	6,415.67	.0%
A11755 58030 HH11 FICA	4,985	0	4,985	5,051.26	.00	-66.26	101.3%
A11755 58040 WORKERS COMP	3,990	0	3,990	4,043.03	.00	-53.03	101.3%
A11755 58040 HH11 WORKERS COMP	44,064	0	44,064	4,795.40	.00	39,268.51	10.9%
A11755 58060 HEALTH INS	36,550	0	36,550	.00	.00	36,550.48	.0%
A11755 58060 HH11 HEALTH INS	271	0	271	27.84	.00	242.88	10.3%
A11755 58062 DENTAL INS		0					

FOR 2021 01

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A11755 58062 HH11 DENTAL INS	180	0	180	.00	.00	180.48	.0%
A11755 58065 VISION CARE BENEFIT	39	0	39	4.50	.00	34.70	11.5%
A11755 58065 HH11 VISION CARE BE	39	0	39	.00	.00	39.20	.0%
TOTAL ASSIGNED COUNSEL	834,529	0	834,529	26,801.03	750.00	806,978.41	3.3%
TOTAL GENERAL FUND	834,529	0	834,529	26,801.03	750.00	806,978.41	3.3%
TOTAL REVENUES	-368,426	0	-368,426	.00	.00	-368,426.00	
TOTAL EXPENSES	1,202,955	0	1,202,955	26,801.03	750.00	1,175,404.41	

FOR 2021 01

ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
834,529	0	834,529	26,801.03	750.00	806,978.41	3.3%
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GRAND TOTAL						

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ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A11855 CORONERS							
A11855 51010 PART-TIME PAY	50,484	0	50,484	2,817.44	.00	47,666.56	5.6%
A11855 54000 TELEPHONE	400	0	400	.00	.00	400.00	.0%
A11855 54001 COPYING/PRINTING	400	0	400	.00	.00	400.00	.0%
A11855 54005 Office Materials &	500	250	750	.00	.00	750.00	.0%
A11855 54012 SPECIAL SUPPLIES &	400	-400	0	.00	.00	.00	.0%
A11855 54020 POSTAGE	100	0	100	.00	.00	100.00	.0%
A11855 54040 ASSOC/MEMBERSHIP D	220	0	220	.00	.00	220.00	.0%
A11855 54045 Travel & Sustenanc	1,200	0	1,200	.00	.00	1,200.00	.0%
A11855 54046 REMOVAL/TRANSFER/M	22,000	-22,000	0	.00	.00	.00	.0%
A11855 54048 Prog Spec Material	0	400	400	.00	.00	400.00	.0%
A11855 54055 PROFESSIONAL SERVI	4,000	0	4,000	.00	.00	4,000.00	.0%
A11855 54070 INSURANCE	155	0	155	.00	.00	155.04	.0%
A11855 54071 MALPRACTICE/SPECIA	131	0	131	197.76	.00	-66.47	150.6%
A11855 54074 VEHICLE INSURANCE	284	0	284	.00	.00	284.28	.0%
A11855 54075 OFFICE EQUIPMENT	250	-250	0	.00	.00	.00	.0%
A11855 54078 Fuel	1,500	0	1,500	36.44	.00	1,463.56	2.4%
A11855 54500 MEDICAL FEES & SER	60,000	-60,000	0	.00	.00	.00	.0%
A11855 54615 CONTRACTED MEDICAL	0	82,000	82,000	950.00	.00	81,050.00	1.2%
A11855 58020 RETIREMENT	7,068	0	7,068	.00	.00	7,068.00	.0%
A11855 58030 FICA	3,862	0	3,862	175.54	.00	3,686.50	4.5%
A11855 58040 WORKERS COMP	1,990	0	1,990	2,016.45	.00	-26.45	101.3%
A11855 58060 HEALTH INS	25,789	0	25,789	1,983.76	.00	23,804.91	7.7%
A11855 58062 DENTAL INS	180	0	180	6.96	.00	173.52	3.9%
A11855 58065 VISION CARE BENEFI	39	0	39	3.00	.00	36.20	7.7%
TOTAL CORONERS	180,953	0	180,953	8,187.35	.00	172,765.65	4.5%
TOTAL GENERAL FUND	180,953	0	180,953	8,187.35	.00	172,765.65	4.5%
TOTAL EXPENSES	180,953	0	180,953	8,187.35	.00	172,765.65	

Attachment: Coroner Monthly Budget Report - February (8282 : Coroner Monthly Budget Report)

2020 DA Statistics

	Jan 2019	Jan 2020		Feb 2019	Feb 2020		Mar 2019	Mar 2020		Apr 2019	Apr 2020		May 2019	May 2020		June 2019	June 2020	
Fel-County & City	18	33		32	26		23	17		26	16		15	26		28	23	
Misd City	37	12		38	22		22	19		39	18		33	17		56	20	
Misd County	38	19		34	10		29	18		66	21		24	20		30	26	
Violations City	17			24			25			18			43			12		
Violations County	23	8		22	22		24	17		42	3		7	33		17	10	
Sealed Indictments	1	0		0	0		4	0		1	0		0	0		0	0	
TOTALS:	134	72		150	80		127	71		192	58		122	96		143	79	
Vehicle and Traffic	156	155		192	120		164	135		262	93		139	45		197	169	
DWI's	14	18		13	20		19	13		44	2		24	7		15	9	
	July 2019	July 2020		Aug 2019	Aug 2020		Sep 2019	Sep 2020		Oct 2019	Oct 2020		Nov 2019	Nov 2020		Dec 2019	Dec 2020	
Fel-County & City	37	17		23	15		24	31		31	26		15	23		19	18	
Misd City	38	20		24	34			43			31		34	24		30	28	
Misd County	43	21		30	34		82	33		54	10		16	32		27	20	
Violations City	10			13				5			11			7			6	
Violations County	21	17		9	28		75	12		43	2		52	4		49	6	
Sealed Indictments	0	0		0	0		2	0		0						0	0	
TOTALS:	149	75		99	111		183	124		128	80		117	90		125	78	
Vehicle and Traffic	263	259		178	226		186	284		224	113		111	245		222	325	
DWI's	24	11		9	15		29	16		16	6		15	12		31	11	

February 2021

911

- Lapeer Generator is in need of significant repairs.
- One dispatchers on FMLA
- One dispatcher in training.
- Adjusting staffing and 911 dispatch locations to facilitate quarantine orders.
- Fiber optic installation at PSB scheduled for February 8th.
- Auto discovery recordings continue and case load is picking back up

22 West Court Street

- Phase 3 - window replacement – completed
- Fiber Optic connection contract is progressing with IT, work was slowed due to pandemic
- Further progress - Bidding/awarding of construction is on hold until 2021.

Emergency Management

- COVID response
 - o Assisting with logistics of vaccination PODs
 - o County quarantine locations reported to 911 system
 - o Still adequate supplies of EMERGENCY supplies (PPE, sanitizer, etc)
- Work is progressing on the all hazard plan with Tetra Tech, work was slowed due to pandemic

Fire Service

- County Chiefs- Fire Advisory Board is exploring the option of discontinuing the County Fire Investigation team pending a potential re-organization or dissolution.
- Limiting Deputy Fire Coordinator travel to Fire Department meetings
- Still supporting repairs to radios under grant funding
- Trainings are slowly restarting under new guidance
- Most of the County Fire Departments have returned to pre-covid EMS responses
- New paging base being installed the month of February at the Willet Fire Station.

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FOR 2021 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<u>A302041 EMS - DERC</u>							
A302041 41140 EMERGENCY PHONE S	-182,000	0	-182,000	-31,015.45	.00	-150,984.55	17.0%
TOTAL EMS - DERC	-182,000	0	-182,000	-31,015.45	.00	-150,984.55	17.0%
<u>A302043 EMS - ERC</u>							
A302043 43306 PSP HOMELAND SECUR	-60,000	0	-60,000	.00	.00	-60,000.00	.0%
TOTAL EMS - ERC	-60,000	0	-60,000	.00	.00	-60,000.00	.0%
<u>A302046 EMS - DERC</u>							
A302046 42410 RENTAL OF RADIO T	-37,200	0	-37,200	-2,040.00	.00	-35,160.00	5.5%
TOTAL EMS - DERC	-37,200	0	-37,200	-2,040.00	.00	-35,160.00	5.5%
<u>A30205 EMERGENCY RESPONSE & COMMUNCTN</u>							
A30205 51005 PERSONAL SERVICES	914,494	0	914,494	62,710.65	.00	851,783.35	6.9%
A30205 51005 PSP PERSONAL SERVIC	60,000	0	60,000	.00	.00	60,000.00	.0%
A30205 51020 OVERTIME PAY	110,000	0	110,000	8,082.73	.00	101,917.27	7.3%
A30205 51035 OTHER COMPENSATION	22,788	0	22,788	241.31	.00	22,546.69	1.1%
A30205 52005 Capital Office Equ	700	0	700	.00	.00	700.00	.0%
A30205 54000 TELEPHONE	38,500	0	38,500	3,135.97	26,459.87	8,904.16	76.9%
A30205 54001 COPYING/PRINTING	500	0	500	.00	.00	500.00	.0%
A30205 54005 Office Materials &	1,500	0	1,500	67.48	.00	1,432.52	4.5%
A30205 54014 RENEWALS MTN AGREE	286,000	-286,000	0	.00	.00	.00	.0%
A30205 54015 Maintenance Agreem	0	286,000	286,000	21,650.92	66,183.72	198,165.36	30.7%
A30205 54020 POSTAGE	500	0	500	.00	.00	500.00	.0%
A30205 54025 UTILITIES	42,000	0	42,000	.00	34,500.00	7,500.00	82.1%
A30205 54035 EDUCATION & TRAINI	7,500	0	7,500	.00	.00	7,500.00	.0%
A30205 54040 ASSOC/MEMBERSHIP D	250	0	250	.00	40.00	210.00	16.0%
A30205 54045 Travel & Sustenanc	1,000	0	1,000	.00	.00	1,000.00	.0%
A30205 54048 COV19 Prog Spec Mat	0	8,000	8,000	4,747.05	2,546.02	706.93	91.2%

Attachment: A3020 Feb 2021 (8246 : Dept of Emergency Response Monthly Reports)

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ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A30205 54050 Equip. Repairs & M	7,500	0	7,500	.00	2,585.43	4,914.57	34.5%
A30205 54060 LEGAL NOTICES / AD	200	0	200	.00	.00	200.00	.0%
A30205 54067 REAL PROPERTY RENT	30	0	30	.00	.00	30.00	.0%
A30205 54070 INSURANCE	49,086	0	49,086	.00	.00	49,086.00	.0%
A30205 54085 CLOTHING & UNIFORM	7,680	0	7,680	.00	3,360.00	4,320.00	43.8%
A30205 54213 I/D COPIER	525	0	525	.00	.00	525.00	.0%
A30205 58020 RETIREMENT	154,953	0	154,953	.00	.00	154,953.00	.0%
A30205 58030 FICA	84,671	0	84,671	5,154.63	.00	79,516.37	6.1%
A30205 58040 WORKERS COMP	33,915	0	33,915	34,365.79	.00	-450.79	101.3%
A30205 58060 HEALTH INS	224,585	0	224,585	12,480.50	.00	212,104.10	5.6%
A30205 58062 DENTAL INS	1,534	0	1,534	97.44	.00	1,436.56	6.4%
A30205 58065 VISION CARE BENEFIT	333	0	333	16.50	.00	316.50	5.0%
A30205 97100 2E911 SERIAL BOND P	108,800	0	108,800	.00	108,800.00	.00	100.0%
A30205 97110 2E911 SERIAL BOND I	73,066	0	73,066	.00	73,066.00	.00	100.0%
TOTAL EMERGENCY RESPONSE & COMMUNCTN	2,232,610	8,000	2,240,610	152,750.97	317,541.04	1,770,317.59	21.0%
TOTAL GENERAL FUND	1,953,410	8,000	1,961,410	119,695.52	317,541.04	1,524,173.04	22.3%
TOTAL REVENUES	-279,200	0	-279,200	-33,055.45	.00	-246,144.55	
TOTAL EXPENSES	2,232,610	8,000	2,240,610	152,750.97	317,541.04	1,770,317.59	

Attachment: A3020 Feb 2021 (8246 : Dept of Emergency Response Monthly Reports)

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Cortland County
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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	1,953,410	8,000	1,961,410	119,695.52	317,541.04	1,524,173.04	22.3%

** END OF REPORT - Generated by Scott Roman **

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FOR 2021 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A341043 FIRE / EMERGENCY MANAGEMENT							
A341043 43306 20HSG HOMELAND SEC	-24,900	0	-24,900	.00	.00	-24,900.00	.0%
TOTAL FIRE / EMERGENCY MANAGEMENT	-24,900	0	-24,900	.00	.00	-24,900.00	.0%
A341044 FIRE / EMERGENCY MANAGEMENT							
A341044 44305 20EMP FIRE/EMERGEN	-23,162	0	-23,162	.00	.00	-23,162.00	.0%
TOTAL FIRE / EMERGENCY MANAGEMENT	-23,162	0	-23,162	.00	.00	-23,162.00	.0%
A34105 FIRE / EMERGENCY MANAGEMENT							
A34105 51005 PERSONAL SERVICES	93,679	0	93,679	8,552.45	.00	85,126.55	9.1%
A34105 51005 20EMP PERSONAL SERV	23,162	0	23,162	.00	.00	23,162.00	.0%
A34105 51005 20HSG PERSONAL SERV	24,900	0	24,900	.00	.00	24,900.00	.0%
A34105 52015 Department Specifi	2,500	0	2,500	.00	.00	2,500.00	.0%
A34105 54001 PRINTING/COPYING	750	0	750	.00	.00	750.00	.0%
A34105 54005 Office Materials &	750	0	750	14.67	100.45	634.88	15.3%
A34105 54006 Medical Materials	400	0	400	.00	.00	400.00	.0%
A34105 54012 SPECIAL SUPPLIES &	3,000	-3,000	0	.00	.00	.00	.0%
A34105 54015 Maintenance Agreem	10,000	0	10,000	270.00	3,480.00	6,250.00	37.5%
A34105 54020 POSTAGE	500	0	500	.00	.00	500.00	.0%
A34105 54025 UTILITIES	4,500	0	4,500	.00	.00	4,500.00	.0%
A34105 54035 EDUCATION & TRAINI	8,000	0	8,000	.00	.00	8,000.00	.0%
A34105 54040 ASSOC/MEMBERSHIP D	200	0	200	40.00	160.00	.00	100.0%
A34105 54045 Travel & Sustenanc	500	5,000	5,500	.00	.00	5,500.00	.0%
A34105 54047 MILEAGE REIMBURSEM	5,000	-5,000	0	.00	.00	.00	.0%
A34105 54048 Prog Spec Material	0	3,000	3,000	.00	.00	3,000.00	.0%
A34105 54050 Equip. Repairs & M	1,400	0	1,400	.00	.00	1,400.00	.0%
A34105 54074 VEHICLE INSURANCE	900	0	900	.00	.00	900.00	.0%
A34105 54078 Fuel	2,000	0	2,000	.00	250.00	1,750.00	12.5%
A34105 54085 CLOTHING & UNIFORM	500	0	500	.00	.00	500.00	.0%
A34105 54300 Vehicle Repairs &	2,000	0	2,000	.00	.00	2,000.00	.0%
A34105 58020 RETIREMENT	19,844	0	19,844	.00	.00	19,844.00	.0%
A34105 58030 FICA	10,843	0	10,843	612.14	.00	10,230.86	5.6%
A34105 58040 WORKERS COMP	3,990	0	3,990	4,043.03	.00	-53.03	101.3%

Attachment: A3410 Feb 2021 (8246 : Dept of Emergency Response Monthly Reports)

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FOR 2021 12

ACCOUNTS A	FOR: GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A34105	58060	HEALTH INS	25,789	0	25,789	1,155.88	.00	24,632.79	4.5%
A34105	58062	DENTAL INS	180	0	180	13.92	.00	166.08	7.7%
A34105	58065	VISION CARE BENEFI	40	0	40	3.00	.00	37.00	7.5%
TOTAL FIRE / EMERGENCY MANAGEMENT			245,327	0	245,327	14,705.09	3,990.45	226,631.13	7.6%
TOTAL GENERAL FUND			197,265	0	197,265	14,705.09	3,990.45	178,569.13	9.5%
TOTAL REVENUES			-48,062	0	-48,062	.00	.00	-48,062.00	
TOTAL EXPENSES			245,327	0	245,327	14,705.09	3,990.45	226,631.13	

Attachment: A3410 Feb 2021 (8246 : Dept of Emergency Response Monthly Reports)

02/01/2021 10:47
 sroman

Cortland County
YEAR-TO-DATE BUDGET REPORT
P
glytdbud **3**
FOR 2021 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	197,265	0	197,265	14,705.09	3,990.45	178,569.13	9.5%

** END OF REPORT - Generated by Scott Roman **

YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A314042 PROBATION							
A314042 41580 REPARATION SURCHA	-2,000	0	-2,000	-2,140.66	.00	140.66	107.0%
A314042 41588 STOP DWI REFUND T	-15,000	0	-15,000	-15,000.00	.00	.00	100.0%
A314042 41589 DSS PINS REIMBURS	-203,668	0	-203,668	-141,797.56	.00	-61,870.44	69.6%*
A314042 41590 DWI SUPERVISION F	-13,000	0	-13,000	-3,860.00	.00	-9,140.00	29.7%*
TOTAL PROBATION	-233,668	0	-233,668	-162,798.22	.00	-70,869.78	69.7%
A314043 PROBATION							
A314043 43089 RTA STATE AID - GE	-1,625	0	-1,625	.00	.00	-1,625.00	.0%*
A314043 43310 STATE AID - PROBA	-196,746	0	-196,746	-196,746.00	.00	.00	100.0%
A314043 43389 OTHER PUBLIC SAFE	-3,200	0	-3,200	-4,044.99	.00	844.99	126.4%
TOTAL PROBATION	-201,571	0	-201,571	-200,790.99	.00	-780.01	99.6%
A31405 PROBATION							
A31405 51005 PERSONAL SERVICES	1,177,044	0	1,177,044	1,031,039.99	.00	146,004.01	87.6%
A31405 51020 OVERTIME PAY	2,000	0	2,000	23.37	.00	1,976.63	1.2%
A31405 51025 SHIFT DIFFERENTIAL	150	0	150	.00	.00	150.00	.0%
A31405 51035 OTHER COMPENSATION	0	0	0	3,456.85	.00	-3,456.85	100.0%*
A31405 54000 TELEPHONE	2,400	0	2,400	1,764.86	.00	635.14	73.5%
A31405 54001 COPYING/PRINTING	1,100	0	1,100	198.00	.00	902.00	18.0%
A31405 54002 COMPUTER MTN/AGREE	9,957	0	9,957	9,956.26	.00	.74	100.0%
A31405 54002 RTA COMPUTER MTN/AG	225	0	225	.00	.00	225.00	.0%
A31405 54005 Office Materials &	1,500	0	1,500	568.85	196.74	734.41	51.0%
A31405 54006 Medical Materials	650	0	650	225.00	.00	425.00	34.6%
A31405 54020 POSTAGE	1,400	0	1,400	747.25	.00	652.75	53.4%
A31405 54035 EDUCATION & TRAINI	300	0	300	.00	.00	300.00	.0%
A31405 54035 RTA EDUCATION & TRA	400	0	400	.00	.00	400.00	.0%
A31405 54040 ASSOC/MEMBERSHIP D	700	0	700	700.00	.00	.00	100.0%
A31405 54041 PUBLICATIONS	210	0	210	209.30	.00	.70	99.7%
A31405 54045 Travel & Sustenanc	8,000	0	8,000	2,594.27	.00	5,405.73	32.4%
A31405 54045 RTA Travel & Sustenanc	1,000	0	1,000	.00	.00	1,000.00	.0%
A31405 54048 Prog Spec Material	500	0	500	.00	.00	500.00	.0%
A31405 54055 PROFESSIONAL SERVI	170	0	170	.00	.00	170.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFERS/ ADJUSTMT'S	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A31405 54070 INSURANCE	1,602	0	1,602	6,282.30	.00	-4,680.30	392.2%*
A31405 54072 LAW ENFORCEMENT IN	8,656	0	8,656	9,068.99	.00	-412.99	104.8%*
A31405 54074 VEHICLE INSURANCE	1,575	0	1,575	551.98	.00	1,023.02	35.0%
A31405 54075 OFFICE EQUIPMENT	50	0	50	.00	.00	50.00	.0%
A31405 54078 ENT Fuel	1,500	0	1,500	490.56	.00	1,009.44	32.7%
A31405 54079 ENT NON FUEL ISLAN	150	0	150	30.16	.00	119.84	20.1%
A31405 54212 I/D PHONE	2,380	0	2,380	2,178.00	.00	202.00	91.5%
A31405 54213 I/D COPIER	2,013	0	2,013	1,716.11	.00	296.89	85.3%
A31405 54300 ENT Vehicle Repairs	1,200	0	1,200	1,187.96	.00	12.04	99.0%
A31405 54301 ENT Vehicle Rent/Le	17,600	0	17,600	17,590.08	.00	9.92	99.9%
A31405 54500 MEDICAL FEES & SER	650	0	650	87.50	562.50	.00	100.0%
A31405 54901 ELECTRONIC MONITOR	500	0	500	.00	.00	500.00	.0%
A31405 58020 RETIREMENT	153,295	0	153,295	.00	.00	153,295.19	.0%
A31405 58030 FICA	90,208	0	90,208	74,567.45	.00	15,640.55	82.7%
A31405 58040 WORKERS COMP	52,690	0	52,690	43,382.62	.00	9,307.38	82.3%
A31405 58060 HEALTH INS	273,453	0	273,453	256,751.24	.00	16,701.52	93.9%
A31405 58062 DENTAL INS	1,444	0	1,444	1,378.30	.00	65.70	95.5%
A31405 58065 VISION CARE BENEFI	216	0	216	219.13	.00	-3.13	101.4%*
TOTAL PROBATION	1,816,888	0	1,816,888	1,466,966.38	759.24	349,162.33	80.8%
TOTAL GENERAL FUND	1,381,649	0	1,381,649	1,103,377.17	759.24	277,512.54	79.9%
TOTAL REVENUES	-435,239	0	-435,239	-363,589.21	.00	-71,649.79	
TOTAL EXPENSES	1,816,888	0	1,816,888	1,466,966.38	759.24	349,162.33	

YEAR-TO-DATE BUDGET REPORT

FOR 2020 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANSFRS/ ADJUSTMT'S	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A314142 PROBATION ATI (3140 AUD)							
A314142 42311 LOCAL ATI BAIL	0	0	0	-212.00	.00	212.00	100.0%
TOTAL PROBATION ATI (3140 AUD)	0	0	0	-212.00	.00	212.00	100.0%
A314143 PROBATION ATI (3140 AUD)							
A314143 43310 PROBATION SERVICE	-14,477	0	-14,477	-1,107.70	.00	-13,369.30	7.7%*
TOTAL PROBATION ATI (3140 AUD)	-14,477	0	-14,477	-1,107.70	.00	-13,369.30	7.7%
A31415 PROBATION ATI (3140 AUD)							
A31415 51005 PERSONAL SERVICES	96,705	0	96,705	80,543.64	.00	16,161.36	83.3%
A31415 51020 OVERTIME PAY	50	0	50	.00	.00	50.00	.0%
A31415 51025 SHIFT DIFFERENTIAL	25	0	25	.00	.00	25.00	.0%
A31415 54000 CELL & LONG/DISTAN	200	0	200	79.49	.00	120.51	39.7%
A31415 54001 COPYING/PRINTING	100	0	100	87.99	.00	12.01	88.0%
A31415 54005 Office Materials &	300	0	300	80.83	22.54	196.63	34.5%
A31415 54020 POSTAGE	30	0	30	3.00	.00	27.00	10.0%
A31415 54035 EDUCATION & TRAINI	50	0	50	.00	.00	50.00	.0%
A31415 54045 Travel & Sustenanc	100	0	100	.00	.00	100.00	.0%
A31415 54070 LIABILITY INSURANC	581	0	581	.00	.00	581.00	.0%
A31415 54072 LAW ENFORCEMENT IN	0	0	0	763.24	.00	-763.24	100.0%*
A31415 54212 I/D PHONE	216	0	216	198.00	.00	18.00	91.7%
A31415 58020 RETIREMENT	12,582	0	12,582	.00	.00	12,581.56	.0%
A31415 58030 FICA	7,404	0	7,404	5,853.27	.00	1,550.73	79.1%
A31415 58040 WORKERS COMP	4,790	0	4,790	3,943.87	.00	846.13	82.3%
A31415 58060 HEALTH INS	16,696	0	16,696	15,294.17	.00	1,402.15	91.6%
A31415 58062 DENTAL INS	181	0	181	165.77	.00	15.23	91.6%
TOTAL PROBATION ATI (3140 AUD)	140,010	0	140,010	107,013.27	22.54	32,974.07	76.4%
TOTAL GENERAL FUND	125,533	0	125,533	105,693.57	22.54	19,816.77	84.2%
TOTAL REVENUES	-14,477	0	-14,477	-1,319.70	.00	-13,157.30	
TOTAL EXPENSES	140,010	0	140,010	107,013.27	22.54	32,974.07	

YEAR-TO-DATE BUDGET REPORT

FOR 2021 01

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A314042 PROBATION							
A314042 41580 REPARATION SURCHA	-2,000	0	-2,000	.00	.00	-2,000.00	.0%
A314042 41588 STOP DWI REFUND T	-10,000	0	-10,000	.00	.00	-10,000.00	.0%
A314042 41589 DSS PINS REIMBURS	-201,870	0	-201,870	.00	.00	-201,870.00	.0%
A314042 41590 DWI SUPERVISION F	-5,000	0	-5,000	.00	.00	-5,000.00	.0%
TOTAL PROBATION	-218,870	0	-218,870	.00	.00	-218,870.00	.0%
A314043 PROBATION							
A314043 43310 STATE AID - PROBA	-157,397	0	-157,397	.00	.00	-157,397.00	.0%
A314043 43389 OTHER PUBLIC SAFE	-3,200	0	-3,200	.00	.00	-3,200.00	.0%
TOTAL PROBATION	-160,597	0	-160,597	.00	.00	-160,597.00	.0%
A31405 PROBATION							
A31405 51005 PERSONAL SERVICES	1,120,261	0	1,120,261	68,607.02	.00	1,051,653.98	6.1%
A31405 51020 OVERTIME PAY	1,000	0	1,000	.00	.00	1,000.00	.0%
A31405 51025 SHIFT DIFFERENTIAL	150	0	150	.00	.00	150.00	.0%
A31405 54000 TELEPHONE	4,360	0	4,360	.00	.00	4,360.00	.0%
A31405 54001 COPYING/PRINTING	1,100	0	1,100	.00	.00	1,100.00	.0%
A31405 54005 Office Materials &	1,500	0	1,500	.00	.00	1,500.00	.0%
A31405 54006 Medical Materials	650	0	650	.00	.00	650.00	.0%
A31405 54015 Maintenance Agreem	9,957	0	9,957	.00	.00	9,957.00	.0%
A31405 54020 POSTAGE	1,300	0	1,300	.00	.00	1,300.00	.0%
A31405 54035 EDUCATION & TRAINI	9,810	0	9,810	.00	.00	9,810.00	.0%
A31405 54040 ASSOC/MEMBERSHIP D	700	0	700	700.00	.00	.00	100.0%
A31405 54041 PUBLICATIONS	214	0	214	.00	.00	214.00	.0%
A31405 54045 Travel & Sustenanc	1,000	0	1,000	.00	.00	1,000.00	.0%
A31405 54048 Prog Spec Material	300	0	300	.00	.00	300.00	.0%
A31405 54055 PROFESSIONAL SERVI	170	0	170	.00	.00	170.00	.0%
A31405 54070 INSURANCE	6,121	0	6,121	.00	.00	6,121.00	.0%
A31405 54072 LAW ENFORCEMENT IN	9,342	0	9,342	7,368.57	.00	1,973.43	78.9%
A31405 54074 VEHICLE INSURANCE	569	0	569	.00	.00	569.00	.0%
A31405 54078 Fuel	1,500	0	1,500	.00	.00	1,500.00	.0%
A31405 54213 I/D COPIER	2,013	0	2,013	.00	.00	2,013.00	.0%

YEAR-TO-DATE BUDGET REPORT

FOR 2021 01

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A31405 54300 Vehicle Repairs &	1,200	0	1,200	.00	.00	1,200.00	.0%
A31405 54301 Vehicle Rent/Lease	17,600	0	17,600	1,465.84	7,408.36	8,725.80	50.4%
A31405 54615 CONTRACTED MEDICAL	650	0	650	.00	.00	650.00	.0%
A31405 54800 PROGRAM EXPENSE	1,000	0	1,000	.00	.00	1,000.00	.0%
A31405 58020 RETIREMENT	157,054	0	157,054	.00	.00	157,053.54	.0%
A31405 58030 FICA	85,819	0	85,819	4,923.05	.00	80,895.49	5.7%
A31405 58040 WORKERS COMP	39,900	0	39,900	40,430.34	.00	-530.34	101.3%
A31405 58060 HEALTH INS	220,320	0	220,320	16,479.59	.00	203,839.96	7.5%
A31405 58062 DENTAL INS	1,263	0	1,263	95.02	.00	1,168.34	7.5%
A31405 58065 VISION CARE BENEFI	216	0	216	17.48	.00	198.12	8.1%
TOTAL PROBATION	1,697,038	0	1,697,038	140,086.91	7,408.36	1,549,542.32	8.7%
TOTAL GENERAL FUND	1,317,571	0	1,317,571	140,086.91	7,408.36	1,170,075.32	11.2%
TOTAL REVENUES	-379,467	0	-379,467	.00	.00	-379,467.00	
TOTAL EXPENSES	1,697,038	0	1,697,038	140,086.91	7,408.36	1,549,542.32	

YEAR-TO-DATE BUDGET REPORT

FOR 2021 01

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A314143 PROBATION ATI (3140 AUD)							
A314143 43310 PROBATION SERVICE	-11,582	0	-11,582	.00	.00	-11,582.00	.0%
TOTAL PROBATION ATI (3140 AUD)	-11,582	0	-11,582	.00	.00	-11,582.00	.0%
A31415 PROBATION ATI (3140 AUD)							
A31415 51005 PERSONAL SERVICES	72,331	0	72,331	5,853.75	.00	66,477.25	8.1%
A31415 51020 OVERTIME PAY	25	0	25	.00	.00	25.00	.0%
A31415 51025 SHIFT DIFFERENTIAL	25	0	25	.00	.00	25.00	.0%
A31415 54000 CELL & LONG/DISTAN	300	0	300	.00	.00	300.00	.0%
A31415 54001 COPYING/PRINTING	100	0	100	.00	.00	100.00	.0%
A31415 54005 Office Materials &	100	0	100	.00	.00	100.00	.0%
A31415 54020 POSTAGE	30	0	30	.00	.00	30.00	.0%
A31415 54035 EDUCATION & TRAINI	50	0	50	.00	.00	50.00	.0%
A31415 54045 Travel & Sustenanc	100	0	100	.00	.00	100.00	.0%
A31415 54070 LIABILITY INSURANC	351	0	351	.00	.00	351.00	.0%
A31415 54072 LAW ENFORCEMENT IN	787	0	787	574.35	.00	212.65	73.0%
A31415 58020 RETIREMENT	10,137	0	10,137	.00	.00	10,136.84	.0%
A31415 58030 FICA	5,539	0	5,539	425.54	.00	5,113.52	7.7%
A31415 58040 WORKERS COMP	3,990	0	3,990	4,043.03	.00	-53.03	101.3%
A31415 58060 HEALTH INS	15,027	0	15,027	1,066.85	.00	13,960.01	7.1%
A31415 58062 DENTAL INS	180	0	180	12.85	.00	167.63	7.1%
TOTAL PROBATION ATI (3140 AUD)	109,072	0	109,072	11,976.37	.00	97,095.87	11.0%
TOTAL GENERAL FUND	97,490	0	97,490	11,976.37	.00	85,513.87	12.3%
TOTAL REVENUES	-11,582	0	-11,582	.00	.00	-11,582.00	
TOTAL EXPENSES	109,072	0	109,072	11,976.37	.00	97,095.87	

PROBATION STATISTICS 2020

CRIMINAL COURT

	Jan		Feb		March		April		May		June		July		August		Sept		Oct		Nov		Dec	
Year 20'	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20
On Probation	524	485	522	480	522	483	519	477	522	459	513	444	507	433	502	432	497	434	496	429	502	422	504	414
Reports Completed	31	54	31	37	32	15	41	4	33	4	55	14	66	2	55	13	52	28	59	25	47	18	43	20

FAMILY COURT

	Jan		Feb		March		April		May		June		July		August		Sept		Oct		Nov		Dec	
Year 20'	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20	19	20
Adult Probation	26	21	26	22	25	22	27	21	26	19	27	17	26	16	27	16	25	18	25	16	25	16	25	15
Youth Probation	15	15	13	15	12	15	12	15	8	16	6	16	9	13	10	13	13	15	12	19	11	19	12	17
PINS in Diversion	26	28	27	29	23	33	22	30	26	35	31	31	30	26	29	25	25	24	24	24	24	28	24	26
JD in Diversion	3	5	4	6	3	3	1	4	3	1	4	2	4	1	3	1	4	1	5	1	4	0	2	3
Reports Completed	1	6	0	0	0	1	0	0	0	3	3	1	4	2	3	0	0	4	2	0	0	4	2	0

RELEASED TO ATI (Pre-trial):

2020 – January 60, February 44, March 45, April 43, May 48, June 47, July 46, August 65, Sept. 71, Oct. 72, Nov. 72, Dec. 71

2019 – January 110, February 113, March 112, April 107, May 112, June 109, July 120, August 112, September 115, October 104, November 95, December 76

TOTAL ON PROBATION ALL COURTS:

2020 – 521, 517, 520, 513, 494, 477, 463, 461, 467, 464, 446

2019 – 565, 561, 559, 558, 556, 546, 542, 549, 535, 533, 548, 541

CORTLAND COUNTY PUBLIC DEFENDER

Public Defender

Keith D. Dayton

Investigator

Katie Rehm

Cortland County Office Building

60 Central Avenue

Cortland, New York 13045

(607) 753-5046

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Service by Fax not accepted

Assistant Public Defenders

Thomas H. Miller

Kevin A. Jones

Kayla Hardesty

Anita Ribeiro-Ebosele

Keith R. Young

Jamie Dening

Maria Manning

December 28, 2020

Sandra Price, Chair

Judiciary & Public Safety Committee

Cortland County Office Building

Third Floor, 60 Central Avenue

Cortland, NY 13045

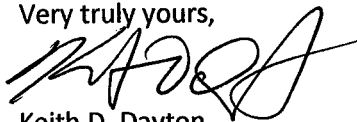
Re: Public Defender Office Update

Dear JPS Chair Price:

1. Comparing the first eleven months of 2020 to the first eleven months of 2019, predictably:
 - a. Total Cases are down.
 - b. Family Court Cases are down.
 - c. Criminal Cases are down.
2. In 2020, we are well within our budget. In 2020, we have received in grant revenues (\$1,142,459); we have submitted another \$61,777 for reimbursement so far; and we have only spent (\$839,145 or 75%).
3. We continue to pursue and collect even more grant revenues.
4. We are not fully staffed. We are down an assistant public defender.

Thank you for your consideration and interest in our Department.

Very truly yours,



Keith D. Dayton

Public Defender

Enclosures

Attachment: PD Dec 2020 JPS Report (8174 : Public Defender Monthly Activities Report)

Chart PD1 - Cases represented by Public Defender's Office (opened)

2020

		Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Year-to-date
Family Court	2015	24	38	35	34	21	19	30	29	31	27	17		305
	2016	41	35	34	15	34	45	32	40	49	43	28		396
	2017	22	26	57	22	18	34	32	21	22	22	18		294
	2018	17	25	47	40	46	49	37	44	45	42	35		427
	2019	38	28	46	59	45	38	63	41	48	46	28		480
	2020	39	31	32	18	13	22	25	20	43	24	25		292
Felonies	2015	18	14	30	17	16	9	16	20	21	10	23		194
	2016	10	16	16	16	18	18	10	13	27	14	16		174
	2017	12	14	10	17	30	27	9	22	17	28	22		208
	2018	12	18	27	25	14	15	16	24	28	21	27		227
	2019	13	21	24	13	20	20	30	14	22	27	10		214
	2020	13	19	8	4	6	17	22	15	25	21	9		159
Misdemeanors	2015	45	44	46	60	38	37	55	58	44	53	59		539
	2016	45	52	57	44	40	64	47	36	54	58	55		552
	2017	64	51	36	60	80	71	73	74	61	82	46		698
	2018	31	69	75	85	64	53	63	57	63	57	52		669
	2019	58	54	66	55	64	45	60	61	70	80	65		678
	2020	34	32	28	8	6	36	44	53	55	60	34		390
Violations	2015	11	7	14	9	15	17	5	8	9	4	10		109
	2016	14	5	4	5	12	6	3	4	12	10	8		83
	2017	6	10	1	6	4	8	12	5	6	17	8		83
	2018	4	3	7	7	3	1	7	9	9	6	2		58
	2019	7	2	7	3	10	7	6	4	11	4	5		66
	2020	7	6	6	0	1	5	5	4	7	20	6		67
Arraignments/Advice Only	2017	0	0	0	0	0	0	3	8	6	4	3		24
	2018	14	15	15	14	13	8	10	12	14	11	9		135
	2019	10	10	11	9	13	12	10	7	11	10	7		110
	2020	8	10	7	4	8	15	22	21	19	22	17		153
Drug Treatment Court (DTC)	2015	0	0	0	0	1	0	0	2	0	0	5		8
	2016	1	0	1	0	1	4	1	2	0	4	1		15
	2017	0	2	1	3	4	0	2	1	3	0	1		17
	2018	3	1	1	2	2	1	3	1	0	3	0		17
	2019	1	1	1	2	3	1	2	1	1	4	0		17
	2020	0	0	0	0	0	0	0	0	0	0	0		0
Supreme Court Integrated Domestic Violence (IDV) or Matrimonial	2015	1	7	3	2	2	4	0	2	1	0	1		23
	2016	7	1	0	0	8	3	2	4	3	1	1		30
	2017	1	7	1	3	5	0	1	6	3	3	2		32
	2018	1	0	2	2	3	2	1	1	0	0	1		13
	2019	2	4	2	7	2	1	4	7	4	3	0		36
	2020	2	0	0	0	2	3	1	2	4	1	0		15
Parole	2015	5	0	0	3	0	2	9	4	3	7	3		36
	2016	5	8	5	3	5	3	7	2	6	5	2		51
	2017	1	4	5	2	0	2	5	5	2	7	2		35
	2018	6	5	9	3	3	3	8	5	12	4	9		67
	2019	9	1	4	2	1	4	5	3	9	4	6		48
	2020	6	4	8	1	0	1	2	4	1	5	2		34
Sex Offender Registration Act (SORA)	2015	1	0	1	0	0	0	0	1	1	0	1		5
	2016	0	0	0	0	0	0	0	1	1	1	0		3
	2017	0	1	0	0	0	0	0	0	0	0	0		1
	2018	0	0	0	0	1	0	0	0	0	0	0		1
	2019	0	0	1	0	0	1	0	0	0	0	0		2
	2020	1	2	0	0	0	0	0	0	0	2	0		5
Fugitive	2015	0	0	0	0	0	0	0	0	0	0	0		0
	2016	0	0	0	0	0	0	0	0	0	0	0		0
	2017	0	1	0	0	0	0	0	2	0	0	0		3
	2018	0	0	0	0	1	1	1	1	0	1	0		5
	2019	0	0	0	0	0	0	1	0	1	0	0		2
	2020	0	1	1	0	0	0	0	0	0	2	0		4
Appeal & Post-conviction Motion	2015	0	0	0	0	0	0	0	0	0	1	0		1
	2016	0	0	0	0	0	0	0	0	0	0	0		0
	2017	0	0	0	0	0	0	0	0	0	0	0		0
	2018	0	0	0	0	0	0	1	0	0	0	0		1
	2019	0	0	0	1	0	0	0	0	0	0	0		1
	2020	1	0	0	0	0	0	0	0	0	0	0		1
Total per month	2015	117	115	115	85	107	139	101	102	147	133	117		1278
	2016	123	117	117	83	118	143	102	102	152	136	111		1304
	2017	106	116	111	113	141	142	137	144	120	163	102		1395
	2018	74	136	183	178	150	133	147	154	171	145	135		1606
	2019	138	121	162	151	158	129	181	138	177	178	121		1654
	2020	111	105	90	35	36	99	121	119	156	155	93		1120
Total month-to-date	2015	117	232	347	432	539	678	779	881	1028	1161	1278		
	2016	123	240	357	440	558	701	803	905	1057	1193	1304		
	2017	106	222	333	446	587	729	866	1010	1130	1293	1395		
	2018	74	210	393	571	721	854	1001	1155	1326	1471	1606		
	2019	138	259	421	572	730	859	1040	1178	1355	1533	1654		
	2020	111	216	306	341	377	476	597	716	872	1027	1120		
Average Cases per Month	2015	117	116	116	108	108	113	111	110	114	116	116		
	2016	123	120	119	110	112	117	115	113	117	119	119		
	2017	106	111	111	112	117	122	124	126	126	129	127		
	2018	74	105	131	143	144	142	143	144	147	147	146		
	2019	138	130	140	143	146	143	149	147	151	153	150		
	2020	111	108	102	85	75	79	85	90	97	103	102		

Chart PD2 - Budget status

2020

28-Dec-20 Public Defender Office

99% of year
has transpired

<u>Expense Act</u>	<u>Description</u>	<u>Budget Amt</u>	<u>Available</u>	<u>Used</u>	<u>% used</u>
51005	Personal Services	\$564,548	\$39,173	\$525,375	
51010	Part-time Pay	\$98,854	\$18,357	\$80,497	
51035	Other compensation & raises	\$3,000	\$3,000	\$0	
	51*** Totals	\$666,402	\$60,530	\$605,872	90.9%
51072	Mileage Reimbursement	\$2,200	\$1,702	\$498	22.7%
52005	Capital Office Equipment	\$500	\$500	\$0	
52060	Capital Computer Equipment	\$1,500	\$1,500	\$0	
54000	TELEPHONE	\$1,300	\$139	\$1,161	
54001	Copying/Printing	\$1,000	\$601	\$399	
54004	Computer Software	\$3,324	\$2,145	\$1,179	
54005	Supplies	\$4,000	\$1,381	\$2,619	
54020	Postage	\$1,300	\$463	\$837	
54035	Education & Training	\$2,000	\$32	\$1,968	
54040	Assoc/membership dues	\$750	\$61	\$689	
54041	Publications	\$7,000	\$98	\$6,902	
54045	Travel & Subsistence	\$1,500	\$1,065	\$435	
54047	Mileage Reimbursement	\$4,000	\$3,939	\$61	
54055	Professional Services	\$57,000	\$51,003	\$5,997	
54059	Court Related Exp	\$1,500	\$187	\$1,313	
54060	Legal Advertising	\$250	\$19	\$231	
54070	Insurance	\$1,565	-\$1,028	\$2,593	
54075	Office Equipment	\$250	\$250	\$0	
54078	Fuel	\$200	\$182	\$18	
54212	I/D Phone	\$1,620	\$333	\$1,287	
54213	I/D Copier	\$2,892	\$238	\$2,654	
54215	I/D LEXIS/NEXIS	\$6,014	\$1,604	\$4,410	
54220	NYS Licensing Fees	\$120	\$120	\$0	
54399	Cell Phones	<u>\$240</u>	<u>\$6</u>	<u>\$234</u>	
	54*** Totals	\$97,825	\$62,836	\$34,989	36%
58020	Retirement	\$86,242	\$86,242	\$0	
58030	FICA	\$50,750	\$7,155	\$43,595	
58040	Workers Compensation	\$26,347	\$4,654	\$21,693	
58060	Health Insurance	\$183,881	\$52,461	\$131,420	
58062	Dental Insurance	\$1,083	\$180	\$903	
58065	Vision Care Benefits	<u>\$235</u>	<u>\$59</u>	<u>\$176</u>	
	58*** Totals	\$348,538	\$150,752	\$197,786	56.7%
	Total Spending	\$1,116,965	\$277,820	\$839,145	75%
<u>Revenue Act.</u>		<u>pending</u>		<u>received</u>	
43025	ILS GRANTS	\$61,777	Total	\$1,142,459	

2021 DA Statistics

	Jan 2020	Jan 2021	Feb 2020	Feb 2021	Mar 2020	Mar 2021	Apr 2020	Apr 2021	May 2020	May 2021	June 2020	June 2021	
Fel-County & City	33	14	26		17		16		26		23		
Misd City	12	23	22		19		18		17		20		
Misd County	19	37	10		18		21		20		26		
Violations City		6											
Violations County	8	16	22		17		3		33		10		
Sealed Indictments	0		0		0		0		0		0		
TOTALS:	72	96	80		71		58		96		79		
Vehicle and Traffic	155	277	120		135		93		45		169		
DWI's	18	13	20		13		2		7		9		
	July 2020	July 2021	Aug 2020	Aug 2021	Sep 2020	Sep 2021	Oct 2020	Oct 2021	Nov 2020	Nov 2021	Dec 2020	Dec 2021	
Fel-County & City	17		15		31		26		23		18		
Misd City	20		34		43		31		24		28		
Misd County	21		34		33		10		32		20		
Violations City					5		11		7		6		
Violations County	17		28		12		2		4		6		
Sealed Indictments	0		0		0						0		
TOTALS:	75		111		124		80		90	0	78	0	
Vehicle and Traffic	259		226		284		113		245		325		
DWI's	11		15		16		6		12		11		