Judiciary & Public Safety Committee

Committee Meeting

~ Minutes ~

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

Tuesday, March 15, 2022 | **9:00 AM** | **Board Room**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Kelly L. Fairchild-Preston

Attendee Name	Organization	Title	Status	Arrived
Christopher Newell	Cortland County, NY	Committee Member	Present	
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Excused	
Joseph Nauseef	Cortland County, NY	Committee Vice Chair	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Excused	
Patricia Dawson	Cortland County, NY	Deputy Clerk of the Legislature	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
Ronald J. Van Dee	Cortland County, NY	Board Member	Present	
Patrick Perfetti	Cortland County, NY	District Attorney	Present	
Nicole Albro	Cortland County, NY	Probation Director	Present	
Denise Bushnell	Cortland County, NY	Coroner	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Budd Rigg	Cortland County, NY	Undersheriff	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Kevin Smith	Cortland Voice	Reporter	Present	
Kevin Conlon	Cortland Standard	Reporter	Present	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Feb 15, 2022 9:00 AM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Nauseef
EXCUSED:	Susan Wilson, Eugene Waldbauer

RESOLUTIONS

AGENDA ITEM NO. 1 – Appoint Members - Criminal Justice Advisory Board

RESULT:	**APPROVED [UNANIMOUS]** **Next: 3/24/2022 6:00 PM**
MOVER:	Christopher Newell, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Nauseef
EXCUSED:	Susan Wilson, Eugene Waldbauer

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

Appoint Members - Criminal Justice Advisory Board

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

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

RESOLVED, that the following be and hereby are appointed to the Criminal Justice Advisory Board:

Michael Cardinale	Assigned Counsel Administrator
Hon. Elizabeth Burns	Criminal Court Judge
Rob Corpora	County Administrator
Kevin Fitch	Chair of the Legislature
Kelly Fairchild-Preston	Chair of the Judiciary & Public Safety Committee
Patrick Perfetti	District Attorney
Sharon MacDougall	Director of Community Services/Mental Health
Hon. Mary Beth Mathey	Local Town Judge (Cortlandville Town Court)
Scott Ochs	Sociologist/Criminologist from local college
Palmyre (Pam) Charron	OCM BOCES representative
Tim Lockwood	Catholic Charities Representative
Crystal Jenes	Catholic Charities Representative
Mark Helms	Cortland County Sheriff
Capt. Nicholas Lynch	Jail Administrator
Paul Sandy	Chief of City Police
Tara Driscoll	Alternatives to Incarceration Officer
Keith Dayton	Public Defender
Julie Nezda	Drug Court Coordinator

Susan Neufang	Treatment Provider - ASI, Inc.
Nicole Albro	Cortland County Probation Director
Hon. Julie Campbell	Cortland County Judge
Kimberly Reakes	Crime Victim
Hon. David Alexander	Cortland County Judge
Trooper Jason Cawley	State Trooper

AGENDA ITEM NO. 2 – Renew Lease/Authorize Contract Cortland County Regional Training Center – Department of Emergency Response and Communications

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 3/24/2022 6:00 PM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Nauseef
EXCUSED:	Susan Wilson, Eugene Waldbauer

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

Renew Lease/Authorize Contract Cortland County Regional Training Center – Department of Emergency Response and Communications

WHEREAS, the Cortland County Legislature adopted Resolution 332-11 which authorized an agreement with Cortlandville Fire District for use of the Cortlandville Fire District’s first responder training facility located at 999 Route 13, Cortland, NY 13045, AND

WHEREAS, the Cortland County Legislature adopted Resolution 091-18 which re-authorized the agreement for a five year term expiring December 31, 2022, AND

WHEREAS, the Cortland County Department of Emergency Response and Communications supports continued use of the facility for training of first responders, County departments and organizations, as well as functioning as the County’s back up 911 center, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized and directed to enter into a five year lease agreement with the Cortlandville Fire District with a term expiring December 31, 2027.

AGENDA ITEM NO. 3 – Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 3/15/2022 10:00 AM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Nauseef
EXCUSED:	Susan Wilson, Eugene Waldbauer

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

Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response

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

WHEREAS, the fiscal period for this grant is September 1, 2021 to August 31, 2024, 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 2022 budget is amended as follows:

		Current	Change	Revised
A34105.44389.24SHS	Federal DHSES Revenue	0	$51,215	$51,215
A34105.54015.24SHS	Maintenance Agreements	0	$22,954	$22,954
A34105.52015.24SHS	Dept Specific Equip	0	$28,261	$28,261

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or their 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 $51,215.

AGENDA ITEM NO. 4 – Authorize Agreement Upstate Family Defense (Child Welfare) Quality Improvement/Case Load Reduction - Public Defender

RESULT:	**APPROVED [UNANIMOUS]** **Next: 3/15/2022 10:00 AM**
MOVER:	Christopher Newell, Committee Member
SECONDER:	Joseph Nauseef, Committee Vice Chair
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Nauseef
EXCUSED:	Susan Wilson, Eugene Waldbauer

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

Authorize Agreement Upstate Family Defense (Child Welfare) Quality Improvement/Case Load Reduction - Public Defender

WHEREAS, the New York State Office of Indigent Legal Services has awarded the Cortland County Public Defender's Office an Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction grant in the amount of $500,000 for the period 1/1/22 to 12/31/24, to improve the quality of mandated indigent legal representation, AND

WHEREAS, this grant money shall be used to continue to provide salary and fringe benefits funding for Family Court attorney services within the Public Defender's Office, AND

WHEREAS, as required by the County or New York State Office of Indigent Legal Services, the Public Defender shall collect and report data annually, in statistical and narrative form, to measure this project and shall continuously analyze and evaluate case outcomes to ensure effective use of the funds, AND

WHEREAS, this is a new grant to the Public Defender's Office and was not budgeted for in 2022, NOW THEREFORE BE IT

RESOLVED, the 2022 County budget be amended as follows:

INCREASE:

A117043.43025	State Aid, Indigent Legal Svcs	$500,000
A11705.51005	Personal Services	$223,493
A11705.54055	Professional Services	$150,658
A11705.54000	Telephone	$450
A11705.54215	I/D Westlaw	$2,772
A11705.54035	Education & Training	$6,000
A11705.58020	Retirement	$33,500
A11705.58030	FICA	$17,100
A11705.58060	Workers' Compensation	$6,100
A11705.58060	Health Insurance	$59,500
A11705.58062	Dental Insurance	$350
A11705.58065	Vision Insurance	$77
		$500,000

AND BE IT FURTHER,

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized and directed to sign an agreement with New York State Office of Indigent Legal Services, AND BE IT FURTHER

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

AGENDA ITEM NO. 5 – Authorize Agreement Between Cortland County and County Police Association (CPAC) - Personnel

It was MOVED by Ms. Bischoff, seconded by Mr. Nauseef, and unanimously approved by voice vote of members present, to enter into an executive session to discuss collective negotiations pursuant to article fourteen of the civil service law. MOTION CARRIED.

An executive session was held from 9:25 a.m. to 9:38 a.m., at which time on motion of Mr. Nauseef, seconded by Ms. Bischoff, and unanimously approved to exit executive session.

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 3/24/2022 6:00 PM
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Nauseef
EXCUSED:	Susan Wilson, Eugene Waldbauer

ON MOTION OF STOCK **RESOLUTION NO.**

Authorize Agreement Between Cortland County and County Police Association (CPAC) - Personnel

WHEREAS, the Cortland County and County Policy Association of Cortland County (CPAC) negotiating committees have met to negotiate a new contact, AND

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

WHEREAS, the County Police Association of Cortland County ratified the contract on March 2, 2022, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby approves the County Police Association of Cortland County contract.

DISCUSSION ITEMS

1. Cortlandville Fire Department - Suit Kote Fire Recognition

RESULT:	**COMPLETED**

MONTHLY REPORTS

1. Coroner Monthly Reports

RESULT:	**COMPLETED**

2. Probation Department 2021 Annual Report

RESULT:	**COMPLETED**

3. District Attorney Monthly Report

RESULT:	**COMPLETED**

4. Public Defender Monthly Report

RESULT:	**COMPLETED**

5. Assigned Counsel Monthly Report

RESULT:	**COMPLETED**

6. Monthly Inmate Housing Report

RESULT:	**COMPLETED**

7. Department of Emergency Response & Communications Monthly Report - March 2022

RESULT:	**COMPLETED**

ADJOURNMENT

The meeting was closed at 9:40 AM

Judiciary & Public Safety Committee

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

Committee Meeting

~ Minutes ~

Tuesday, February 15, 2022 **9:00 AM** **Board Room**

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Chair Kelly L. Fairchild-Preston

Attendee Name	Organization	Title	Status	Arrived
Christopher Newell	Cortland County, NY	Committee Member	Present	
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Committee Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Joseph Nauseef	Cortland County, NY	Committee Vice Chair	Present	
Eugene Waldbauer	Cortland County, NY	Committee Member	Present	
Savannah Hempstead	Cortland County, NY	Clerkof the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Nicole Albro	Cortland County, NY	Probation Director	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Denise Bushnell	Cortland County, NY	Coroner	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Sandra Price	Cortland County, NY	Board Member	Present	
Patrick Perfetti	Cortland County, NY	District Attorney	Present	
Wendy Canfield	Cortland County, NY	Executive Assistant to County Administrator	Present	
Beau Harbin	Cortland County, NY	Board Member	Present	9:49 AM

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Jan 18, 2022 8:30 AM

RESULT:	**ACCEPTED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Committee Vice Chair
SECONDER:	Susan Wilson, Committee Member
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer

RESOLUTIONS

AGENDA ITEM NO. 1 – Appoint Members Assigned Counsel Plan Committee - Office of Assigned Counsel

RESULT:	**APPROVED [UNANIMOUS]** **Next: 2/24/2022 6:00 PM**
MOVER:	Kelly L. Fairchild-Preston, Committee Chair
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Bentley, Fairchild-Preston, Bischoff, Wilson, Nauseef, Waldbauer

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

Appoint Members Assigned Counsel Plan Committee - Office of Assigned Counsel

WHEREAS, the Cortland County Legislature adopted Resolution No. 61-15 which created the Assigned Counsel Plan and the Assigned Counsel Plan Administrator, AND

WHEREAS, the Assigned Counsel Plan calls for the appointment of a Assigned Counsel Plan Committee to oversee the operation of the Assigned Counsel Plan and its Administrator, AND

WHEREAS, the Assigned Counsel Plan specifies that the Assigned Counsel Plan Committee shall consist of four members of the Bar Association elected by membership as a whole, and four members of the County Legislature to be selected as the County may determine, NOW THEREFORE BE IT

RESOLVED, that the following individuals are hereby appointed to serve on said Assigned Counsel Plan Committee for a two year term commencing immediately upon adoption of this resolution and expiring on December 31, 2023.

LEGISLATORS	ATTORNEYS
Douglas Bentley, LD 1	Lenore Lefevre
Joseph Nauseef, LD 12	Maria Manning
Kelly Preston, LD 10	Zela Brotherton
Ron VanDee, LD 4	Karen Leahy

MONTHLY REPORTS

1. District Attorney Monthly Report

RESULT:	COMPLETED

2. Public Defender Monthly Reports

RESULT:	COMPLETED

3. Assigned Counsel Monthly Report

RESULT:	COMPLETED

4. Inmate Housing Monthly Reports

RESULT:	COMPLETED

5. Coroner Monthly Budget Report

RESULT:	COMPLETED

ADJOURNMENT

The meeting was closed at 9:54 AM.

ON MOTION OF KELLY L. FAIRCHILD-PRESTON, COMMITTEE CHAIRAGENDA ITEM NO. 1

Appoint Members - Criminal Justice Advisory Board

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

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

RESOLVED, that the following be and hereby are appointed to the Criminal Justice Advisory Board:

Michael Cardinale	Assigned Counsel Administrator
Hon. Elizabeth Burns	Criminal Court Judge
Rob Corpora	County Administrator
Kevin Fitch	Chair of the Legislature
Kelly Fairchild-Preston	Chair of the Judiciary & Public Safety Committee
Patrick Perfetti	District Attorney
Sharon MacDougall	Director of Community Services/Mental Health
Hon. Mary Beth Mathey	Local Town Judge (Cortlandville Town Court)
Scott Ochs	Sociologist/Criminologist from local college
Palmyre (Pam) Charron	OCM BOCES representative
Tim Lockwood	Catholic Charities Representative
Crystal Jenes	Catholic Charities Representative
Mark Helms	Cortland County Sheriff
Capt. Nicholas Lynch	Jail Administrator
Paul Sandy	Chief of City Police
Tara Driscoll	Alternatives to Incarceration Officer
Keith Dayton	Public Defender
Julie Nezda	Drug Court Coordinator
Susan Neufang	Treatment Provider - ASI, Inc.
Nicole Albro	Cortland County Probation Director
Hon. Julie Campbell	Cortland County Judge
Kimberly Reakes	Crime Victim
Hon. David Alexander	Cortland County Judge
Trooper Jason Cawley	State Trooper

ON MOTION OF KELLY L. FAIRCHILD-PRESTON, COMMITTEE CHAIRAGENDA ITEM NO. 2

Renew Lease/Authorize Contract Cortland County Regional Training Center – Department of Emergency Response and Communications

WHEREAS, the Cortland County Legislature adopted Resolution 332-11 which authorized an agreement with Cortlandville Fire District for use of the Cortlandville Fire District's first responder training facility located at 999 Route 13, Cortland, NY 13045, AND

WHEREAS, the Cortland County Legislature adopted Resolution 091-18 which re-authorized the agreement for a five year term expiring December 31, 2022, AND

WHEREAS, the Cortland County Department of Emergency Response and Communications supports continued use of the facility for training of first responders, County departments and organizations, as well as functioning as the County's back up 911 center, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized and directed to enter into a five year lease agreement with the Cortlandville Fire District with a term expiring December 31, 2027.

NO STAPLES PLEASE

Please print on BLUE paper & keep this Tracking Sheet with the contract at all times.

Standard Contract Tracking Sheet

No. 091 -18

Res. No. 112-18

Contract submitted by: Emergency Response (Department) Scott Roman (Contact Person)

Date submitted: ~~03/29/2018~~ 4/4/18

Contract with/for: Cortlandville Fire District

Contract Term: Start Date 01/01/2018 End Date 12/31/2022

Contract entered on log on: 4/5/18

1 – Resolution and contract given to County Attorney on: 4/5/18

Assigned to Assistant County Attorney: DH on 4/5/18

2 - Approved ☐ No date: ______ (see comments below)

☒ Yes date: 4/5/18

3 – Given to Chairman for signature on: 4/9/18

4- Returned to department on: ______

Comments: Insurance? County needs to provide insurance as tenant per contract/lease. DH

* 4/5/18 - email to SRoman (and KLH) re: need for insurance cert. by Co. w/ fire dept. as add'l. insured. ~~HOLD~~

* 4/9/18 - insurance cert. received

Please be sure to return one fully executed original contract, Resolution, insurance certificate(s), and this blue sheet to the County Attorney's office. DATE RETURNED: ______

*** County Attorney approval of this contract is subject to* ***DEPARTMENT CONFIRMATION of funds****.* Please complete this information below:

Funding Account # ______

Verified by: ______ Date ______
Department / Initials

County Attorney Use Only

Date Rec'd ______

Attachment: Resolution 091-18 (10516 : Renew Lease/Authorize Contract Cortland County Regional Training Center – DOERC)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/9/2018

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

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

PRODUCER
McNeil & Company, Inc.
67 Main Street
Cortland, NY 13045

CONTACT NAME:	Christina M. Bilodeau
PHONE (A/C, No, Ext):	607-756-4970 ext. 118
FAX (A/C, No):	607-756-5051
E-MAIL ADDRESS:	cbilodeau@mcneilandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ARGONAUT INSURANCE COMPANY	19801
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
County of Cortland
60 Central Avenue
Cortland, NY 13045

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X		PE-4611348-13	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
	[X] $100,000 DED						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BA-4611348-13	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY / [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [X] OCCUR			UMB-4611348-13	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
With respect to the Lease of the Regional Training Center

CERTIFICATE HOLDER
Cortlandville Fire District
999 Route 13
Cortland, NY 13045

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

ON MOTION OF KEVIN WHITNEY **RESOLUTION NO. 112-18**

Renew Lease/Authorize Contract Cortland County Regional Training Center- Department of Emergency Response and Communication

WHEREAS, the Cortland County Legislature adopted Resolution No. 332-11 which authorized an agreement for use of the Town of Cortlandville Fire Districts first responder training facility located at 999 Route 13, Cortland NY 13045, AND

WHEREAS the term of the agreement has now expired, AND

WHEREAS the Cortland County Department of Emergency Response and Communications supports the continued use of the facility not only for the training of first responders and fire fighters, as well as serving as a secondary location for County emergency communication facilities and equipment, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval of the County Attorney or Designee, is hereby authorized and directed to enter into a five year lease agreement with the Cortlandville Fire District with the term expiring December 31, 2022.

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 22nd day of February, 2018 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 22nd day of February, 2018.

Eric J. Mulvihill
Clerk of the Cortland County Legislature

INTERMUNICIPAL LEASE

LEASE made as of **January 1, 2018** between **CORTLANDVILLE FIRE DISTRICT,** with offices at 999 Route 13, Cortland, New York 13045, hereinafter referred to as "Landlord" and **THE COUNTY OF CORTLAND,** with offices at 60 Central Avenue, Cortland, New York 13045, hereinafter referred to as "Tenant"

RECITALS:

Landlord owns a parcel of property at 999 Route 13, in the Town of Cortlandville, Cortland County, New York, on which parcel is situated a building behind the Cortlandville Fire Station. Landlord wishes to lease to Tenant and-Tenant wishes to take from Landlord that portion of said property (the "Premises").

PURPOSE: Tenant will use the building for the purpose of operating a backup 911 center, a backup data storage center for Cortland County Information Technology department and to provide training to County employees and the County's Emergency Responders.

TERM: A five-year term commencing on January 1, 2018 and ending on December 31, 2022.

COST: An annual rental of one dollar to be paid in advance on or about the first day of January during said term and on the following additional terms and conditions.

FIRST: Tenant will punctually pay the rent as herein provided without offset for any reason, by check or money order mailed or delivered personally to Landlord at the address set forth above.

SECOND: Tenant shall occupy the Premises solely for the purpose of conducting County business.

THIRD: Landlord will pay all fire and extended coverage insurance premiums (not including Tenant's property). Tenant will be responsible for natural gas utility cost for the premises. Landlord will be responsible for electric utility costs and telephone service cost for premises. **Cortland County Department of Emergency Response and Communications will contribute $350.00 per month toward electric utility during the term of this lease, contingent on annual funding from the County Legislature. Additionally the Cortland County Department of Emergency Response and Communications will reimburse the Cortlandville Fire District for actual costs expended by the DISTRICT for water and sewer use, contingent on annual funding from the County Legislature.**

FOURTH: Tenant shall and will throughout the term of this Lease, at its own cost and expense, keep itself and the Landlord insured against public liability and casualty in the limits of at least $1,000,000 for personal injury and death, and $1,000,000 for property damage or loss suffered or claimed to have been suffered by persons in and about the Premises. Tenant shall deliver a certificate attesting to said insurance coverage to Landlord prior to the commencement date of this Lease.

FIFTH: Tenant will, at its own expense, take good care of the Premises and appurtenances thereto, and will surrender them to Landlord at the termination of this Lease in as good condition and repair as they were in at the commencement of the term, except for reasonable wear and tear, damage against which Landlord is compensated for by insurance and damage which it is Landlord's duty to maintain as hereafter in this Lease set forth. Landlord will, at its own expense, make all structural repairs.

SIXTH: Tenant will not make or allow to be made any alterations or additions to Premises without first obtaining Landlord's written consent.

SEVENTH: Tenant shall permit Landlord or his agents to enter the Premises for the purposes of inspection and necessary repair at reasonable hours.

EIGHTH: Tenant or Landlord, depending on the duty to repair and replace set forth in this Lease, shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the federal, state and town governments and of any and all their departments and bureaus applicable to the Premises or to the sidewalks, roadway, streets or alleys thereabouts.

NINTH: Tenant, its successors and assigns, shall not assign, mortgage or otherwise encumber this Lease or sublet the Premises.

TENTH: Landlord covenants that Tenant, on paying the rent reserved and performing the covenants and agreements herein contained shall at all times during the demised term peaceably and quietly have, hold and enjoy the Premises in accordance with covenants, encumbrances and restrictions applicable thereto.

ELEVENTH: This lease may not be altered, modified or canceled except by an instrument in writing duly acknowledged by the parties hereto.

TWELFTH: All notices may be given by mail addressed to the Tenant at Cortland County DOERC, 60 Central Avenue, Cortland, NY 13045 and to the Landlord at Cortlandville Fire District, 999 Route 13, Cortland, NY 13045 or such further addresses as may be given to the other party during the term of this Lease.

THIRTEENTH: The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

FOURTEENTH: The Tenant and its agents, officers and employees will neither hold itself out as, nor claim to be, an officer or employee of the Landlord by reason of this Lease or by reason of occupying the Premises nor make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the Landlord.

FIFTEENTH: The Tenant agrees to indemnify and save the Landlord, its officers, agents and/or employees harmless from any liability imposed upon the Landlord, its officers, agents and/or employees arising from the negligence, active or passive, of the Tenant by reason of this Lease or by reason of occupying the Premises.

SIXTEENTH: The Town of Cortlandville Fire District has executed this Lease pursuant to a Resolution adopted by its governing body, at a meeting thereof held on February 20, 2018. Larry Biviano, Fire Commissioner of the Cortlandville Fire District, whose signature appears hereafter is duly authorized and empowered to execute this Lease and enter into this Lease on behalf of the said Cortlandville Fire District. This instrument shall be executed in duplicate. A copy of this Lease shall be permanently filed after execution thereof, in the office of the Clerk of the Cortlandville Fire District.

SEVENTEENTH: The Chairman of the Cortland County Legislature has executed this Lease pursuant to Resolution No.112-18 adopted by the Cortland County Legislature at a meeting held on February 22, 2018. Charles Sudbrink, Chairman of the Cortland County Legislature, whose signature appears hereafter, is duly authorized and empowered to execute this Lease and enter into this Lease on behalf of said County. This instrument shall be executed in duplicate. A copy of this Lease shall be permanently filed after execution thereof in the office of the Cortland County Attorney.

EIGHTEENTH: All the provisions, covenants and conditions contained in this Lease shall apply to and bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first above written.

COUNTY

CHARLES SUDBRINK, CHAIR

DATED:

APPROVED AS TO FORM
DSH 4/5/18
COUNTY ATTORNEY

CORTLANDVILLE FIRE DISTRICT

LARRY BIVIANO, FIRE COMMISSIONER

DATED: 3/14/2018

ON MOTION OF KELLY L. FAIRCHILD-PRESTON, COMMITTEE CHAIRAGENDA ITEM NO. 3

Accept and Authorize 2021 State Homeland Security Projects (SHSP) Grant - Emergency Response

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

WHEREAS, the fiscal period for this grant is September 1, 2021 to August 31, 2024, 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 2022 budget is amended as follows:

		Current	Change	Revised
A34105.44389.24SHS	Federal DHSES Revenue	0	$51,215	$51,215
A34105.54015.24SHS	Maintenance Agreements	0	$22,954	$22,954
A34105.52015.24SHS	Dept Specific Equip	0	$28,261	$28,261

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or their 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 $51,215.

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:** C160410 (Contract Number) **ORIGINATING AGENCY CODE:** 01077
GRANTEE/CONTRACTOR:(Name & Address) Cortland County 60 Central Avenue Cortland NY 13045	**TYPE OF PROGRAMS:** WM2021 SHSP **CFDA NUMBER:** 97.067 **DHSES NUMBERS:** WM21160410
FEDERAL TAX IDENTIFICATION NO: 15-6000452 **MUNICIPALITY NO:** (if applicable) 110100000 000 **SFS VENDER NO:** 1000002588 **DUN & BRADSTREET NO:** 827784505	**INITIAL CONTRACT PERIOD:** FROM 09/01/2021 TO 08/31/2024 **FUNDING AMOUNT FOR INITIAL PERIOD:** $51,215.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	**MULTI-YEAR TERM:** (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number 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 x APPENDIX A1 Agency-specific Clauses x APPENDIX B Budget x APPENDIX C Payment and Reporting Schedule x APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ________________. ________________.

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

NYS Division of Homeland Security and Emergency Services

BY: Eric Abramson , Director of Grants Program Administration Date: 09/29/2021

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: 09/28/2021

ATTORNEY GENERAL'S SIGNATURE ________________. Title: ________________. Date: ________________.	COMPTROLLER'S SIGNATURE ________________. Title: ________________. Date: ________________.

Award Contract		SHSP	
Project No.	Grantee Name		
SH21-1023-D00	Cortland County		09/29/2021

Project No.	Grantee Name	
SH21-1023-D00	Cortland County	09/29/2021

Project No.	Grantee Name	
SH21-1023-D00	Cortland County	09/29/2021

Award Contract | SHSP
Project No. | Grantee Name
SH21-1023-D00 | Cortland County | 09/29/2021

Award Contract		SHSP	
Project No.	Grantee Name		
SH21-1023-D00	Cortland County		09/29/2021

Appendix B - Project Budget

Budget 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	Geographic Information Systems Software	04AP-03 -GISS	1	$2,561.00	$2,561.00	$2,561.00	$0.00
2	P-25 Compliant Portable Radios and Related Equipment	06CP-01 -MOBL	1	$6,700.00	$6,700.00	$6,700.00	$0.00
3	Mobile Data Terminals	04HW-01-MOBL	1	$15,000.00	$15,000.00	$15,000.00	$0.00
4	Cyber Security Detection Software	05HS-00 -MALW	1	$4,000.00	$4,000.00	$4,000.00	$0.00
				Total	$28,261.00	$28,261.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Data Access Fees	1	$22,954.00	$22,954.00	$22,954.00	$0.00
			Total	$22,954.00	$22,954.00	$0.00

Cortland County Department of Emergency Response & Communications Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$51,215.00	$51,215.00	$0.00

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

Project No.	Grantee Name	
SH21-1023-D00	Cortland County	09/29/2021

Award Contract SHSP

Project No. Grantee Name

SH21-1023-D00 Cortland County 09/29/2021

Appendix D - Program Workplan and Special Conditions

Work Plan

Goal

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

Objective #1

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

Investment Justification - Enhancing Information and Intelligence Sharing and Analysis

NYS Critical Capabilities

Primary - Law Enforcement Counter-Terrorism Operations

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

Task #1 for Objective #1

Purchase allowable intelligence and information sharing equipment. (mobile data terminals) 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 intelligence and information sharing 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.

Task #2 for Objective #1

Acquire services for intelligence and information sharing equipment.

#	Performance Measure
1	Services acquired. Provide a brief narrative reporting the activities conducted and how the project enhanced the intelligence and information sharing capabilities in the jurisdiction.

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

Purchase allowable cyber security equipment. (cyber security software) Train appropriate personnel in the proper use of the equipment and place the equipment into service.

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

Objective #3

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

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

NYS Critical Capabilities

Primary - Critical Infrastructure/Key Resources Protection

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

Task #1 for Objective #3

Purchase allowable GIS mapping software. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced protection of soft targets 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 - 05. Establish/enhance regional response teams.

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

NYS Critical Capabilities

Primary - Law Enforcement Response Operations

The development, sustainment and/or enhancement of specialized response team assets.

Task #1 for Objective #4

Purchase allowable equipment to address emerging threats and sustain CBRNE detection and response capabilities. 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 ability to address emerging threats and sustain CBRNE detection and 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.

Project No.	Grantee Name	
SH21-1023-D00	Cortland County	09/29/2021

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.

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 §200.332, the results of the evaluation may result in the imposition special conditions to this

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

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.²

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 Developments 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(c). 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 §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a 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 §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

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

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

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

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

1. General Administrative Requirements:

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

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

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

2. Affirmative steps must include:

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

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

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

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

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

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at 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 04/2021

Certified by - Robert Corpora on 09/28/2021

Project No. Grantee Name
SH21-1023-D00 Cortland County 09/29/2021

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.

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

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

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

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

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

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

Rev. 07/2021

Certified by - Robert Corpora on 09/28/2021

Award Contract **SHSP**
Project No. **Grantee Name**
SH21-1023-D00 **Cortland County** **09/29/2021**

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.

4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326 , 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

D. Training & Exercise Related Activities

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

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

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

E. Law Enforcement Requirements

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

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

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

F. EHP Requirements

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

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

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

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

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: 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@cissecurity.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 FY2021 HSGP Notice of Funding Opportunity (NOFO) identified five priority areas: Cyber Security, Protection of Soft Targets/Crowded Places, Intelligence and Information Sharing, Addressing Emerging Threats, and Combating Domestic Violent Extremism. A minimum of 22.5% of the jurisdictions overall award for the State Homeland Security Program (SHSP) must be allocated to the four priority areas as outlined below:

1. Cyber Security - 7.5%

2. Protection of Soft Targets/Crowded Places - 5%

3. Intelligence and Information Sharing - 5%

4. Addressing Emerging Threats - 5%

ON MOTION OF KELLY L. FAIRCHILD-PRESTON, COMMITTEE CHAIRAGENDA ITEM NO. 4

Authorize Agreement Upstate Family Defense (Child Welfare) Quality Improvement/Case Load Reduction - Public Defender

WHEREAS, the New York State Office of Indigent Legal Services has awarded the Cortland County Public Defender's Office an Upstate Family Defense (Child Welfare) Quality Improvement & Caseload Reduction grant in the amount of $500,000 for the period 1/1/22 to 12/31/24, to improve the quality of mandated indigent legal representation, AND

WHEREAS, this grant money shall be used to continue to provide salary and fringe benefits funding for Family Court attorney services within the Public Defender's Office, AND

WHEREAS, as required by the County or New York State Office of Indigent Legal Services, the Public Defender shall collect and report data annually, in statistical and narrative form, to measure this project and shall continuously analyze and evaluate case outcomes to ensure effective use of the funds, AND

WHEREAS, this is a new grant to the Public Defender's Office and was not budgeted for in 2022, NOW THEREFORE BE IT

RESOLVED, the 2022 County budget be amended as follows:

INCREASE:

A117043.43025	State Aid, Indigent Legal Svcs	$500,000
A11705.51005	Personal Services	$223,493
A11705.54055	Professional Services	$150,658
A11705.54000	Telephone	$450
A11705.54215	I/D Westlaw	$2,772
A11705.54035	Education & Training	$6,000
A11705.58020	Retirement	$33,500
A11705.58030	FICA	$17,100
A11705.58060	Workers’ Compensation	$6,100
A11705.58060	Health Insurance	$59,500
A11705.58062	Dental Insurance	$350
A11705.58065	Vision Insurance	$77
		$500,000

AND BE IT FURTHER,

RESOLVED, that the County Administrator, upon review and approval of the County Attorney or designee, is hereby authorized and directed to sign an agreement with New York State Office of Indigent Legal Services, AND BE IT FURTHER

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

ON MOTION OF RICHARD STOCK, BOARD MEMBER **AGENDA ITEM NO. 5**

Authorize Agreement Between Cortland County and County Police Association (CPAC) - Personnel

WHEREAS, the Cortland County and County Policy Association of Cortland County (CPAC) negotiating committees have met to negotiate a new contact, AND

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

WHEREAS, the County Police Association of Cortland County ratified the contract on March 2, 2022, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby approves the County Police Association of Cortland County contract.

Cortlandville Fire District

999 State Route 13, Cortland, NY 13045
Phone: (607) 753-9014
Email: commissionerminutes@cortlandvillefire.org

February 25, 2022

Director Scott Roman
Cortland County DOERC
54 Greenbush Street
Cortland, NY 13045

Dear Director Roman,

On behalf of the Cortlandville Fire District, we would like to thank and commend 911 Dispatchers Amber Ayers, Wayne Hansen, and Tim Hines for their efforts on Wednesday February 16, Suit Kote Facility Fire. We know the 911 center and its dispatchers operate as one team and that was validated for this fire. This is probably one of the biggest, resource taxing fires the Cortlandville Fire District has experienced. This fire would not have been extinguished as quickly as it was if it wasn't for the assistance provided from the Cortland County 911 Center.

The initial requests were made in rapid succession from many units and disciplines. Your personnel, in particular Dispatcher Amber Ayers maintained immense composure throughout a very stressful incident. We know that Dispatchers Wayne Hansen and Tim Hines were assisting as well behind the scenes. We are very grateful for their professional demeanor. We have always maintained the success of any incident rests with the 911 dispatchers and this is another example. We were able to bring quick resolve to this incident minimizing further damage and risk to our personnel because of your dispatchers providing the necessary resources, coordinating the communications between all the emergency service agencies and controlling the communications which is extremely important for incidents of this magnitude. We cannot thank them enough for their dedication and service to Cortland County.

Sincerely,

Gere Henry
Chief of Department
607 745-3367

Kevin Whitney
Fire District Chairman
607 423-2073

Cc: Legislative Chairman Kevin Fitch
JPS Chair Kelly Preston
Majority Leader George Wagner
Minority Leader Beau Harbin
County Administrator Rob Corpora

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FOR 2022 13

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	52,524	0	52,524	6,024.40	.00	46,499.15	11.5%
A11855 51015 TEMP PAY	2,000	0	2,000	.00	.00	2,000.00	.0%
A11855 54000 TELEPHONE	400	0	400	22.00	.00	378.00	5.5%
A11855 54005 Office Materials &	500	0	500	5.00	.00	495.00	1.0%
A11855 54020 POSTAGE	100	0	100	5.08	.00	94.92	5.1%
A11855 54040 ASSOC/MEMBERSHIP D	220	0	220	220.00	.00	.00	100.0%
A11855 54045 Travel & Sustenanc	1,200	0	1,200	.00	.00	1,200.00	.0%
A11855 54048 Prog Spec Material	400	0	400	.00	.00	400.00	.0%
A11855 54055 PROFESSIONAL SERVI	4,000	0	4,000	.00	.00	4,000.00	.0%
A11855 54070 INSURANCE	185	0	185	.00	.00	184.54	.0%
A11855 54071 MALPRACTICE/SPECIA	198	0	198	.00	.00	197.76	.0%
A11855 54074 VEHICLE INSURANCE	320	0	320	.00	.00	319.54	.0%
A11855 54078 Fuel	1,500	0	1,500	75.41	.00	1,424.59	5.0%
A11855 54300 Vehicle Repairs &	2,000	0	2,000	.00	.00	2,000.00	.0%
A11855 54615 CONTRACTED MEDICAL	140,000	0	140,000	.00	80,000.00	60,000.00	57.1%
A11855 58020 RETIREMENT	6,210	0	6,210	.00	.00	6,210.37	.0%
A11855 58030 FICA	4,171	0	4,171	350.73	.00	3,820.33	8.4%
A11855 58040 WORKERS COMP	1,990	0	1,990	2,036.37	.00	-46.37	102.3%
A11855 58060 HEALTH INS	25,789	0	25,789	5,623.28	.00	20,165.39	21.8%
A11855 58062 DENTAL INS	90	0	90	13.92	.00	76.32	15.4%
A11855 58065 VISION CARE BENEFI	20	0	20	3.00	.00	16.60	15.3%
TOTAL CORONERS	243,815	0	243,815	14,379.19	80,000.00	149,436.14	38.7%
TOTAL GENERAL FUND	243,815	0	243,815	14,379.19	80,000.00	149,436.14	38.7%
TOTAL EXPENSES	243,815	0	243,815	14,379.19	80,000.00	149,436.14	

*

CORTLAND COUNTY

PROBATION DEPARTMENT

Cortland County Court House
46 Greenbush Street
Cortland, New York 13045
607 753-5019

2021 ANNUAL REPORT

To the Honorable Members of the Cortland County Legislature:

Contained herein is the Annual Report of the Cortland County Probation Department and Alternatives to Incarceration Program (ATI) for 2021, which is respectfully submitted for your consideration. This Report highlights the many functions of the Cortland County Probation Department and provides statistical information on Probation and Alternatives to Incarceration in the previous year.

In 2021 there continued to be statistical anomalies due to the effects of the pandemic on all aspects of the work performed by Probation and Alternatives to Incarceration. Further, Probation was reduced by three full time positions in 2021 and, thus far, we have adjusted to this with internal shifts in duties. The Probation Department did in 2021, meet all obligations and duties under New York State Executive Law and NYCRR Title 9. The impact of the implementation of Raise the Age Legislation and Bail Reform continue to be assessed as they were implemented at the start of the pandemic. There are certainly concerns on a state wide level with this legislation and discussions are being held to define problems and assess solutions to mitigate problems. Cortland County has avoided many of the problems so far. Likewise, as the lockdown has been slowly lifted, it continues to be unclear as to what will unfold in the coming year and the resultant effect on the work done by the Probation Department. Changes occurring to populations served by Probation and ATI will be closely monitored. What is known is that the Probation Department deals with a vulnerable population that has been negatively impacted in many ways over the course of the past two years. Continued support and assistance to this population will be our focus as attempts are made to get lives back on track while preventing anti-social/ illegal behavior. Success will lead to fulfillment of our role to promote community safety and wellbeing.

Now, as in years past, I am grateful to the Cortland County Legislature, the County Administrator, and the Judiciary and Public Safety Subcommittee, in particular, for their continuing support of the Probation Department.

Respectfully,

Nicole R. Albro
Probation Director

CORTLAND COUNTY LEGISLATURE
Kevin Fitch, Chairman
JUDICIARY AND PUBLIC SAFETY COMMITTEE
Kelley Fairchild-Preston, Committee Chairperson

Douglas Bentley
Cathy Bischoff
Christopher Newell

Joseph Nauseef, Vice Chair
Eugene Waldbauer
Susan Wilson

THE PROBATION STAFF FOR 2021

Probation Director
Nicole R. Albro

Christopher LeFever
Probation Supervisor

Nadine Reisweber
Probation Supervisor

Alicia Wheaton	Senior Probation Officer (New York Statewide Police Information Network and E Justice Coordinator/Intensive Supervision Program/Electronic Monitoring
Gary Harrington	Senior Probation Officer (Intensive DWI and Drug Court)
Julie Parker	Senior Probation Officer (Staff Development and Safety Officer/Electronic Monitoring, Do)
Ben Wheaton	Senior Probation Officer (Enhanced Investigation/Intensive Supervision-Sex Offenders)
Amy Hamilton	Senior Probation Officer(Person In Need of Supervision Program)
Barbara Beveridge	Senior Probation Officer(Person In Need of Supervision Program)
Robyn Himes	Probation Officer
Lindsay VanLiew	Probation Officer
Jaime Reed	Probation Officer
Trista Laurore	Probation Officer
Chelsea Kaminski	Probation Officer
Lindsey Law	Probation Officer
Sommer Bleck	Probation Officer
Cathy Ackley	Probation Assistant
Tara Driscoll	Alternatives to Incarceration Officer
Terri Rutan	Principal Account Clerk
Roberta Mahler	Secretary II
Brianne Shippey	Keyboard Specialist

ORGANIZATIONAL CHART

CORTLAND COUNTY PROBATION DEPARTMENT

CORTLAND COUNTY LEGISLATURE
JUDICIARY AND PUBLIC SAFETY COMMITTEE

COUNTY ADMINISTRATOR

DIRECTOR OF PROBATION

PROFESSIONAL STAFF			SUPPORT/ADMINISTRATIVE STAFF	
	PROBATION SUPERVISOR	PROBATION SUPERVISOR	SECRETARY II/ CONFIDENTIAL SECRETARY	PRINCIPAL ACCOUNT CLERK
ATI -Pre-trial Release Coordinator	Sr. Probation Officer (Staff Development and Safety Office/Electronic Monitoring) Senior Probation Officer (NYSPIN/ISP/Electronic Monitoring) Sr. Probation Officer (2) (PINS Diversion) Probation Officers (3)	Senior Probation Officer (D.W.I./Drug Court) Sr. Probation Officer (Sex Offenders) Probation Officers (5) Probation Assistant	Keyboard Specialists (1)	

PREFACE

The Cortland County Probation Department has had the traditional responsibility, mandated by New York State Family, Criminal and Executive Law, of providing four basic services to the citizens and Courts of the County community:

1. **Family Court Intake:** This service offers individuals and families a means of achieving timely and often lasting solutions to problems which would otherwise be adjudicated in Family Court Proceedings. The two largest populations served by intake are Juvenile Delinquents (youth over the age of seven years and less than eighteen years who have committed an act which, if committed by an adult, would constitute a crime) and Persons In Need of Supervision (youth under the age of 18 years who are ungovernable/incorrigible, chronically truant or stay away /runaway). JDs are referred to the Department by Law Enforcement agencies and PINS are referred most frequently by parents or school officials, but may be referred by a variety of other sources. In the case of JDs, the Department can attempt diversion services for a period of three to six months wherein the youth and parents participate in frequent meetings with a Probation Officer in an effort to reduce the likelihood of continued criminal behavior and, if applicable, make apologies and restitution to victims. The Department provides the same diversion services to PINS youth; however, the time spent on a PINS case has no expiration aside from the youth's age and the focus is to work with the youth and family to decrease the undesirable behavior and improve the functionality of the parents. This service has the benefit of timeliness, in that the problems of Court congestion and backlog are by-passed. More important is the fact that it provides assistance and referral services to amenable families and children which can enable them to find solutions to their own problems in an atmosphere which preserves dignity and promotes cooperation. Properly utilized, it can free Court time for the more intransigent cases, save assigned counsel costs to the County, reduce the likelihood of placement outside the home and help troubled families become healthier and less prone to perpetuating dysfunction. In addition, although far less frequently, intake provides assistance to individuals seeking direction regarding child custody/visitation issues, support matters and family offenses.
2. **Investigations:** When ordered to do so by the Court, the Department undertakes a detailed legal and social investigation on adults, juveniles and families and prepares a report of same to submit to the Criminal and Family Courts of the County. These reports are of a narrative form and are several pages in length. Details of every aspect of an individual's life are addressed which include, but are not limited to: legal history; presenting offense or behavior; family situation and environment; social services history; education, employment and military; alcohol and substance use; and physical and mental health. Probation reports assist the Courts in judicial decision-making and provide analytical information which forms the basis of community-based case planning for those sentenced to an alternative to incarceration and institutional case planning for those sentenced to incarceration. These reports are also utilized by jails, prisons, the Board of Parole to gain information on individuals considered for release to Parole supervision and by treatment agencies for case planning and counseling.
3. **Supervision:** Adult offenders, JDs and PINS are supervised under Court-ordered conditions of Probation, in most cases, for 1, 2, 3, or 5 year terms. The exception occurs with regard to certain sex offense cases which carry terms of 6 and 10 years. **Probation Supervision** is the most widely utilized **alternative to incarceration** and provides an opportunity for eligible offenders to remain or become productive, participating members of the community while their activities are monitored by a Probation Officer. While there are currently six conditions of Probation applied to all Probationers, there are a host of others that are tailored to meet the needs of the individual offender and enhance community safety. Examples of these conditions: address the need for alcohol/drug abstinence and treatment; mandate that certain types of sex

offenders not have contact with children, stay away from places where children are likely to congregate, attend counseling, and register as sex offenders; require payment of restitution; include home electronic monitoring for a portion of the term; and require submission of a DNA sample for all felony convictions and all penal law misdemeanors; install inter-lock devices on vehicles, among numerous others. Supervision of offenders requires the Probation Officer to make frequent field visits to the offender's home, school or worksite. Officers are in continual contact with counselors, educators, family members and any other agency or individual that may assist in verifying compliance. With constant oversight and encouragement to succeed, it is hoped that the offender is motivated to comply with the Conditions of Probation for the benefit of better employment, education, family relationships and community safety. For some, the fact that a violation of the sentence can result in revocation and resentence to a term of incarceration serves as the primary motivator to maintain compliance.

4. **Restitution Office:** The Probation Department is the County designated agency to collect Court-ordered monetary restitution from offenders and to disburse it to crime victims. A five percent surcharge is also collected pursuant to law, and is forwarded to the County General Fund as revenue.

In addition to the basic traditional services described above, the Cortland County Probation Department also provides various other services which impact community safety, offender accountability and costs to the County.

1. **Pre-Trial Release Alternatives to Incarceration (ATI):** The Pre-Trial Release Program has been a part of the Cortland County Probation Department since January 2004 wherein it was previously its own department. Offenders who are detained in jail prior to conviction or sentencing or who have been released but are at risk for failure to appear at future Court dates, are assessed for eligibility for Pre- Trial Release. Defendants report to Pre-trial personnel anywhere from once a week to once a day to apprise of any changes in circumstances and receive regular reminders regarding upcoming Court appearances. Pre-trial can also when need arises provide a computer/internet connection for virtual court appearances and in some cases transportation to Court can be arranged. Pre-trial is instrumental in helping to reduce jail costs as it could be months before a trial is conducted or sentencing takes place. Release to Pre-trial Services also helps to process some offenders into treatment, allows them to continue employment and can monitor other program participation.
2. **Community Service:** Frequently, offenders are required to make retribution in the form of Community Service for victimizing individuals or parties in a community. Community Services ordered by Courts is monitored and completed at non-profit entities or municipal agencies as part of a sentence, or consideration for a reduction in charges or dismissal of charges. It is incumbent upon the ATI worker in conjunction with the Probation Assistant to maintain good community contacts, conduct site visits and record the progress of each individual participant. Further, to regularly update the Court with details of progress or lack thereof.

*Probation Officers, including the Supervisors and the Director, are Peace Officers charged first and foremost with ensuring the protection of the public. The Department is therefore prudent in its recommendations to the Courts, and diligent in monitoring the activities of offenders/clients residing in the community. Over the years more and more responsibility is placed upon Probation Departments to ensure that offenders are adhering to legislation that adds additional responsibilities to the past duty of monitoring compliance with the Order and Conditions of Probation. The collection of DNA samples for submission to the DNA database, sex offender change of address forms, ignition interlock, and completion of risk and assessment instruments, are just a few of the many functions that have been added to numerous other job duties performed daily.

2016-2021

COMPARATIVE

STATISTICS

INTAKE

NUMBER OF CASES DEALT WITH AT INTAKE

TYPE OF CASE	2016	2017	2018	2019	2020	2021
Juvenile Delinquency	33	64	27	58	26	29
Person In Need of Supervision	42	54	40	49	32	39
TOTAL	**75**	**118**	**67**	**107**	**58**	**68**

Person in Need of Supervision (PINS) legislation since 2005 allows for diversion services to remain open for an indefinite period of time. Youth and families benefit from the additional guidance and adjustment period to engage in services and receive support until the situation improves and the parties are more self-reliant. Legislation again changed, requiring schools to provide a Manifestation Determination for any student with an Individual Education Program that the District referred to the PINS Program. The goal of which was to eliminate students who could not control their behaviors due to a disability from being unfairly involved in the Family Court System. This Department further initiated a Pre-PINS Parent Orientation meeting for any parent interested in accessing the PINS Program to make them aware of other services and agencies within the community that could be accessed without having to involve the youth in the early stages of judicial intervention. Probation also partnered with the local Department of Social Services to use state STSJP grants to implement the Coordinated Children's Services Initiative. This program pairs families with a family partner to address various issues within the family that may affect the success of the youth in school and the community. Each of these changes has contributed to narrowing the PINS population to those youth who are most in need of an intensive level of intervention and at risk for placement out of the home. The Probation Department and Department of Social Services staff have conducted recent meetings to align our efforts with the new federal "Families First" legislation being implemented and refer to our joint efforts as the PASS Program.

Juvenile Delinquents are referred to the Probation Department to determine eligibility for and receive diversion services for acts which if committed by an adult would constitute a crime. If successful, the case is adjusted and the youth is diverted from further involvement with the Family Court. Largely, the decision to provide diversion services is made by the Probation Department; however, some cases are not eligible due to the nature of the offense or the Respondent insists on access to the Family Court to protest innocence. Of the youth who participate in diversion the majority are closed as adjusted. A Juvenile Delinquent is defined as a youth over the age of seven years (to be changed to 12 at years end) and under the age of eighteen years at the time of the offense in most cases.

DISPOSITION OF CASES AT INTAKE

	2016	2017	2018	2019	2020	2021
Cases referred to Family Court by Probation Intake with no attempt to adjust						
Juvenile Delinquency	3	20	6	14	4	9
Person In Need of Supervision	1	2	1	5	1	0
Family Offense	0	0	0	0	0	0
Custody	0	0	0	0	0	0
Cases Adjusted by Probation Intake – NO Court						
Juvenile Delinquency	24	29	15	24	13	16
Person In Need of Supervision	37	33	25	32	23	25
Cases referred to Family Court after unsuccessful Probation Intake attempts						
Juvenile Delinquency	2	16	6	16	3	5
Person In Need of Supervision	24	25	9	12	6	4
Cases still open at the end of the year	28	22	27	31	29	35
TOTAL	**119**	**147**	**89**	**134**	**79**	**94**

The term "to adjust" a case as used by the Family Court Law means to close successfully by Probation Intake without referral to Family Court. The numbers reported above do not reflect cases in which the referral agency withdrew the original complaint.

Over the last several years of collaboration with other County agencies, there has been a significant decline in the number of youth petitioned into Family Court as the result of a PINS or JD petition and fewer youth placed into the custody of the local Department of Social Services or New York State Office of Children's and Family Services. Keeping youth out of Court is both a major step in reducing further trauma to the youth and family, but also a significant savings in both Court resources and County tax dollars. The successes of the programs are in large part due to the intensity of work done with those youth who are at the highest risk of placement outside the home. Although there may be fewer referrals, working with a higher risk population is more time and labor intensive. Referrals for Family Offense Intake are rare given the nature of the circumstances and should not be considered for diversion services. Custody matters usually result in assisting the party/parties in finding mediation services or referral to Family Court for the filing of a petition. On occasion, Probation completes Home or Adoption Studies for the Family Court to assess the living arrangements of parties to the proceedings and a report is made to the Court. Domestic Violence cases always result in directing the party/parties: to law enforcement if not already done; to Family Court for the filing of an Order of Protection petition if desired and providing contact information for counseling and Aid to Victims of Violence.

FAMILY COURT STATISTICS

FAMILY COURT INVESTIGATIONS/REPORTS

TYPE OF CASE	2016	2017	2018	2019	2020	2021
Juvenile Delinquency	6	7	11	11	17	7
Person In Need of Supervision	12	22	8	4	1	1
Custody/Visitation	1	0	0	0	0	0
Other	4	5	12	1	3	2
TOTAL	**23**	**34**	**31**	**16**	**21**	**10**

As we continue to bolster adjustment services in the PINS and JD populations, fewer youth going to Family Court is reflected in a lessoning of Pre-Dispositional Investigation/Reports to Family Court.

PROBATION SUPERVISION

FAMILY COURT PROBATIONERS

	2016	2017	2018	2019	2020	2021
On Probation Beginning of Year	41	40	57	40	36	32
Probationers Received During Year	28	40	29	26	19	18
TOTAL DURING YEAR	**69**	**80**	**86**	**66**	**55**	**50**
Terminated From Probation	26	20	44	26	19	23
Transferred Out	1	2	0	1	1	0
Probation Revoked	2	1	2	1	3	2
Total Passed from Probation	29	23	46	28	23	25
On Probation At End of Year	**40**	**57**	**40**	**38**	**32**	**25**

Juvenile Probationers

	2017	2018	2019	2020	2021
Type of Case					
Juvenile Delinquent	4	5	10	17	7
Person In Need of Supervision	18	10	2	0	1
Adult	35	25	24	15	17
TOTAL	**57**	**40**	**36**	**32**	**25**

As noted previously, concentrating efforts toward the highest risk cases and offering more intensified supervision has led to Family Court Probation Supervision cases decreasing significantly. It is notable that the majority of Probation supervision cases reach maximum expiration of the term or receive Early Discharge due to positive progress.

Raise the Age implementation was expected to increase the number of Juvenile Delinquency cases as more cases are now classified as Juvenile matters. This has not been the case. It is unclear how much of this will continue and how much is related to COVID lockdowns. There was only one youth placed on Probation by Court order this year as a result of most PINS matters being successfully adjusted at Diversion.

CRIMINAL COURT STATISTICS

CRIMINAL COURT INVESTIGATIONS/REPORTS

TYPE OF CASE	2016	2017	2018	2019	2020	2021
Pre-Sentence Investigations	352	321	397	401	146	212
Pre-Plea Investigations	6	4	2	5	2	3
Other	25	68	34	43	28	45
TOTAL	**383**	**393**	**433**	**449**	**176**	**260**

The number of Court ordered investigative reports completed for the Courts had been increasing over several prior years. These past two years with Courts closed or limited in scope for much of the time, the number of reports had decreased dramatically in 2020 and is just starting to increase in 2021, to address a backlog in Court cases. As these reports are detailed, involve home and information verification and assessments, they are time consuming for the entire staff who are all involved in some capacity.

PROBATION SUPERVISION

Criminal Court Probationers

	2016	2017	2018	2019	2020	2021
On Probation Beginning of Year	525	533	522	524	490	412
On Probation At End of Year	**533**	**522**	**524**	**531**	**412**	**382**

While there have been slight variations in the number of individuals placed on probation from criminal court, the numbers, overall, have been relatively consistent in the past. With Courts closed or limited in scope in 2020 and 2021, the numbers have decreased. As previously stated there is concern that there is a backlog of cases that will need resolution in 2022 which will lead to increasing numbers.

Criminal Court Probation Outcomes

Type of Closing	2017	2018	2019	2020	2021
Early Discharge	54	45	49	28	28
Maximum Expiration	85	121	120	110	69
Other	8	14	4	12	21
Revoked	52	56	49	25	28
Transferred Out	66	63	77	47	33
TOTAL	**265**	**299**	**299**	**222**	**179**

It is worth noting that the majority of Probation cases close on a positive note having reached maximum expiration or receiving early discharges. Local Courts have been less willing in recent to grant Early Discharges which are requested by Probation due to good progress by the Probation. This is an area Probation would seek to improve as it is believed that incentives for progress are as important as sanctions for lack thereof.

Victim Impact Statements

	2016	2017	2018	2019	2020	2021
Statements Requested	242	313	376	311	142	195
Statements Returned	48	87	87	70	29	54

Victim Impact Statements are sent to every identifiable victim in Investigation/Report cases. It offers an opportunity for the victims to: relay their version of events; note physical and emotional impact of the crime; submit a statement of restitution which includes any out-of-pocket expenses incurred as the result of the offense; and to give their point of view regarding a sentence for the offender. All returned Victim Impact Statements are submitted to the Court with the written Probation report. Many of the Victim Impact statements are related to theft from large retail stores; historically, these statements are not returned by the corporation. Most of the statements returned are from private citizens primarily as the result of theft, property damage and/or personal injury as the result of a crime.

Restitution and Surcharge Collection

	Ordered	Collected/ Disbursed	Surcharge Collected	Year End Cases Open
2016	$456,819.80	$42,591.06	$2,139.06	606
2017	$100,083.36	$37,711.25	$1,804.16	611
2018	$121,567.97	$53,594.91	$2,697.96	616

2019	$172,040.64	$79,558.17	$4,122.51	622
2020	$132,026.81	$48,803.88	$2,265.63	665
2021	$206,294.15	$63,787.50	$2991.25	608

Restitution cases are comprised of any Court Order for restitution that is to be paid through the Cortland County Probation Department which includes, Probation cases, Conditional Discharge cases, Judgments and other Orders of Restitution/Reparation. The majority of open cases are Judgments. In most cases, the total restitution owed includes a 5% surcharge added to the amount owed to the victim; the surcharge is paid out to the Cortland County Treasurer's Office to offset some of the costs of collection and disbursement of restitution. 2016 experienced a significant increase in restitution/reparation ordered; however, one order alone was in the amount of $281,104.06 as the result of a conviction to Grand Larceny and Tax Fraud. As with everything else, 2020 saw significant impact from the pandemic, however, 2021 seems to be rebounding nicely.

Probation maintains a checking account at NBT Bank for deposit and disbursement of restitution and custody fees. It is a non-interest bearing account.

DWI IGNITION INTERLOCK

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Grant Money Received	$4,349.00	$4,349.00	$4711.00	$5222.74	$4,456.00

In 2010, New York state legislation added sentencing mandates for a term of Probation or Conditional Discharge for all Driving While intoxicated related convictions and required the installation of an Ignition Interlock Device on all vehicles owned or operated by the defendant. The Cortland County Probation Department is the agency in this County that monitors compliance with these requirements in all cases. The NYS Governor's Traffic and Safety Committee received federal grant money for the first 3 years to offset costs of the additional responsibilities. Reimbursement for the first two NYS fiscal years was $114.66 per individual sentenced but was reduced to $110.21 in 2012 and 2013 and a cap to total costs that could be claimed was added. For the 2014-2015 fiscal year the reimbursement per individual was increased to $135.00. In 2015-2016 the federal grant was not renewed but the Traffic and Safety Committee put in the additional funds so the reimbursement rate remained the same. Although there were significantly fewer orders, the reimbursement remained fairly steady due to the increase. In 2016-2017, the committee **did not** elect to make up for the lost federal money and reduced the reimbursement using a formula applied to each County. Cortland County was reimbursed a flat total since the 2016 contract, regardless of the number of individuals ordered to install the ignition interlock. This is of course a significant decrease in the reimbursement received since the inception of the legislation.

DWI SUPERVISION FEE

In September 2013, the Cortland County Legislature passed a local law allowing the Cortland County Probation Department to collect a monthly supervision fee of $0, $10.00, $20.00 or $30.00, depending upon the Probationers income and other Court ordered financial obligations, for all Driving While Intoxicated probation supervision cases. All fees collected are submitted to the Cortland County Treasurer's Office for application to the Probation Department budget. Enforcement of the new law began in January 2014. Yearly totals vary according to ability to pay and the number of DWI convictions resulting in Probation supervision. As failure to pay a supervision fee cannot be pursued as a violation of Probation there is little recourse to non-payment aside from referral to the County Attorney's office for a civil judgement proceeding. This course may prove to be more cost prohibitive than the non-payment. A combination of less DWI arrests/convictions and lost employment due to the pandemic led to a marked decrease in collection of DWI supervision fees in 2020, which are now rebounding.

	2016	2017	2018	2019	2020	2021
Amt. Collected	$14,315	$11,860	$13,285	$8,760.00	$4230.00	$7960.00

ALTERNATIVES TO INCARCERATION PROGRAM

PRE-TRIAL RELEASE PROGRAM

	2016	2017	2018	2019	2020	2021
Released to Program (50/year required)	247	312	280	261	86	115
Info and Referral Cases	71	97	74	34	7	20

Pre-trial Release under Supervision (RUS) has remained an important service within the Cortland County Probation Department for many years. The above numbers reflect new cases served throughout the year and are not reflective of individuals on pre-trial release each month. Several factors influence the monthly pre-trial population: once an individual is sentenced, the case is closed. The decision for remand or release of a defendant was a judicial decision. Bail Reform enacted in 2020 may have significant impact on how Pre-Trial Release is used. There was been a decrease in cases in 2020 but the lockdown also was a significant factor. It is believed going forward, the cases that remain will require more services to ensure their return to Court appearances and help facilitate lawful behavior during Court pendency.

COMMUNITY SERVICE PROGRAM

	2016	2017	2018	2019	2020	2021
New Clients (125/year required)	163	226	156	111	48	71
Hours Ordered (4,800/year target)	5658	5971	4330.5	4330.5	1790	2721
Hours Completed (4,000/year required)	3687.5	6384	3601.75	3601.75	1239.75	2161.75

The performance of Community Service also serves to reduce jail populations by holding individuals accountable for the effect their criminal behavior has on the community as a whole. Ordering Community Service is another tool available to the Courts in lieu of incarceration in pre-trial matters or as a condition of Probation. Worksites that are used for performance of community service have been either closed or not taking community service workers for most of 2020.

In conclusion, the pandemic from 2020 through 2021 has had a major impact on every aspect of Probation work and Alternatives to Incarceration work. It is anticipated that there is a back log of Court cases that will need to be dealt with in 2022. The true impact of recent changes to the Criminal Justice System such as Bail Reform and Raise the Age legislation will not be known until further assessment can be conducted during a period of time when people have returned to something approaching post-pandemic life.

Respectfully Submitted,

Nicole Albro

Nicole Albro
Probation Director

2022 DA Statistics

	Jan 2021	Jan 2022	Feb 2021	Feb 2022	Mar 2021	Mar 2022	Apr 2021	Apr 2022	May 2021	May 2022	June 2021	June 20:
Fel-County & City	14	15	17	24	28		22		35		22	
Misd City	23	23	18	20	26		36		40		24	
Misd County	37	43	30	36	22		27		30		35	
Violations City	6	9	2	4	9		11		9		7	
Violations County	16	3	6	5	10		4		0		5	
Sealed Indictments	0		0	0	0		0		0			
TOTALS:	96	93	73	89	95		100		114		93	
Vehicle and Traffic	277	277	222	240	283		319		153		120	
DWI's	13	13	4	13	16		8		15		19	
	July 2021	July 2022	Aug 2021	Aug 2022	Sep 2021	Sep 2022	Oct 2021	Oct 2022	Nov 2021	Nov 2022	Dec 2021	Dec 20:
Fel-County & City	18		16		16		13		**22**		**33**	
Misd City	30		43		36		17		**25**		**25**	
Misd County	32		40		46		25		**30**		**48**	
Violations City	11		2		16		25		**7**		**19**	
Violations County	3		4		3		4		**6**		**5**	
Sealed Indictments			0		0		0		**0**		**0**	
TOTALS:	94		105		117		84		**90**		**130**	
Vehicle and Traffic	684		377		293		203		**385**		**353**	
DWI's	16		13		19		6		**11**		**23**	

CORTLAND COUNTY PUBLIC DEFENDER
KEITH D. DAYTON

Cortland County Office Building
60 Central Avenue
Cortland, New York 13045
(607) 753-5046
Fax (607) 753-0781
Service by Fax not accepted

Chief Asst. Public Defender
Anita Ribeiro

Paralegals
Sabrina M. Clark
Bethann M. Pelsang

Assistant Public Defenders
Kevin A. Jones
Kayla D. Hardesty
Melissa L. Ballowe Smith
Keith R. Young
Carolyn Hoffmann

March 3, 2022

Kelly Preston, 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 Preston:

1. Comparing the first two months of 2022 to the first two months of 2021:
    a. Total Cases are up compared to last year (15%).
    b. Family Court Cases are down.
    c. Criminal Cases are up compared to last year (with misdemeanors and arraignments at first appearance) up significantly.

2. In 2022 so far, we are within our budget.

3. We continue to pursue and collect grant revenues.

4. We will be fully staffed on March 14th.

5. We request your approval on accepting funds for the competitive Family Court grant that we won.

Thank you for your consideration and interest in our Department.

Very truly yours,

Keith D. Dayton
Public Defender

Chart PD1 - Cases represented by Public Defender's Office (opened) **2022**

		Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Year-to-date
Family Court	2018	17	25											42
	2019	38	28											66
	2020	39	31											70
	2021	*36*	*40*											*76*
	2022	**17**	**24**											**41**
Felonies	2018	12	18											30
	2019	13	21											34
	2020	13	19											32
	2021	*9*	*10*											*19*
	2022	**14**	**7**											**21**
Misdemeanors	2018	31	69											100
	2019	58	54											112
	2020	34	32											66
	2021	*32*	*36*											*68*
	2022	**60**	**56**											**116**
Violations	2018	4	3											7
	2019	7	2											9
	2020	7	6											13
	2021	*3*	*9*											*12*
	2022	**9**	**10**											**19**
Arraignments/Advice Only	2018	14	15											29
	2019	10	10											20
	2020	8	10											18
	2021	*17*	*15*											*32*
	2022	**24**	**19**											**43**
Supreme Court Integrated Domestic Violence (IDV) or Matrimonial	2018	1	0											1
	2019	2	4											6
	2020	2	0											2
	2021	*1*	*1*											*2*
	2022	**0**	**3**											**3**
Parole	*2018*	*6*	*5*											*11*
	2019	9	1											10
	2020	6	4											10
	2021	*2*	*2*											*4*
	2022	**2**	**1**											**3**
Fugitive	2018	0	0											0
	2019	0	0											0
	2020	0	1											1
	2021	*1*	*0*											*1*
	2022	**0**	**0**											**0**
Appeal & Post-conviction Motion	2018	0	0											0
	2019	0	0											0
	2020	1	0											1
	2021	*0*	*0*											*0*
	2022	**0**	**0**											**0**
Total per month	2018	85	135											220
	2019	137	120											257
	2020	110	103											213
	2021	*101*	*113*											*214*
	2022	**126**	**120**											**246**
Total month-to-date	2018	85	220											
	2019	137	257											
	2020	110	213											
	2021	*101*	*214*											
	2022	**126**	**246**											
Average Cases per Month	*2018*	*85*	*110*											
	2019	137	129											
	2020	110	106.5											
	2021	*101*	*107*											
	2022	**126**	**123**											

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FOR 2022 02

ACCOUNTS FOR: A GENERAL FUND

A11705 PUBLIC DEFENDER

ACCOUNT		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A11705 43025	HH11 SA -INDIGENT L	-305,357	0	-305,357	.00	.00	-305,357.24	.0%
A11705 51005	PERSONAL SERVICES	544,115	0	544,115	76,213.37	.00	467,901.63	14.0%
A11705 51005	HH11 PERSONAL SERVI	70,918	0	70,918	.00	.00	70,918.00	.0%
A11705 51010	PART-TIME PAY	33,925	0	33,925	2,000.81	.00	31,923.93	5.9%
A11705 51010	HH11 PART-TIME PAY	84,934	0	84,934	4,340.94	.00	80,592.82	5.1%
A11705 54000	TELEPHONE	1,584	0	1,584	239.82	875.00	469.18	70.4%
A11705 54000	HH11 TELEPHONE, CEL	1,271	0	1,271	.00	.00	1,271.00	.0%
A11705 54001	COPYING/PRINTING	500	0	500	.00	.00	500.00	.0%
A11705 54005	Office Materials &	4,000	0	4,000	466.33	3,000.00	533.67	86.7%
A11705 54015	Maintenance Agreem	2,700	0	2,700	350.00	.00	2,350.00	13.0%
A11705 54015	HH11 Maintenance Ag	1,000	0	1,000	.00	.00	1,000.00	.0%
A11705 54020	POSTAGE	1,200	0	1,200	121.64	.00	1,078.36	10.1%
A11705 54035	EDUCATION & TRAINI	1,500	0	1,500	50.00	.00	1,450.00	3.3%
A11705 54035	HH11 EDUCATION & TR	5,455	0	5,455	.00	.00	5,455.00	.0%
A11705 54040	ASSOC/MEMBERSHIP D	750	0	750	476.00	.00	274.00	63.5%
A11705 54041	PUBLICATIONS	6,000	0	6,000	721.02	3,515.30	1,763.68	70.6%
A11705 54045	Travel & Sustenanc	2,000	0	2,000	.00	.00	2,000.00	.0%
A11705 54055	PROFESSIONAL SERVI	6,000	0	6,000	973.90	.00	5,026.10	16.2%
A11705 54055	HH11 PROFESSIONAL S	52,000	0	52,000	1,000.00	4,280.00	46,720.00	10.2%
A11705 54059	COURT RELATED EXP	1,500	0	1,500	.00	.00	1,500.00	.0%
A11705 54060	LEGAL NOTICES / AD	250	0	250	.00	.00	250.00	.0%
A11705 54070	INSURANCE	2,905	0	2,905	.00	.00	2,905.15	.0%
A11705 54078	Fuel	200	0	200	.00	.00	200.00	.0%
A11705 54213	I/D COPIER	2,990	0	2,990	241.29	.00	2,748.71	8.1%
A11705 54215	I/D LEXIS NEXIS	3,591	0	3,591	296.24	.00	3,294.76	8.2%
A11705 54215	HH11 I/D LEXIS/NEXI	1,796	0	1,796	.00	.00	1,796.00	.0%
A11705 54444	FEES & PERMITS	240	0	240	.00	.00	240.00	.0%
A11705 58020	RETIREMENT	65,868	0	65,868	.00	.00	65,868.20	.0%
A11705 58020	HH11 RETIREMENT	17,674	0	17,674	.00	.00	17,673.59	.0%
A11705 58030	FICA	44,120	0	44,120	5,754.58	.00	38,365.64	13.0%
A11705 58030	HH11 FICA	12,022	0	12,022	321.04	.00	11,701.44	2.7%
A11705 58040	WORKERS COMP	18,948	0	18,948	19,388.97	.00	-441.47	102.3%
A11705 58040	HH11 WORKERS COMP	4,983	0	4,983	5,098.59	.00	-116.09	102.3%
A11705 58060	HEALTH INS	85,388	0	85,388	13,636.38	.00	71,751.40	16.0%
A11705 58060	HH11 HEALTH INS	47,821	0	47,821	2,811.64	.00	45,008.98	5.9%
A11705 58062	DENTAL INS	677	0	677	90.48	.00	586.32	13.4%
A11705 58062	HH11 DENTAL INS	316	0	316	13.92	.00	301.92	4.4%
A11705 58065	VISION CARE BENEFI	147	0	147	16.50	.00	130.50	11.2%
A11705 58065	HH11 VISION CARE BE	69	0	69	3.00	.00	65.60	4.4%
	TOTAL PUBLIC DEFENDER	825,998	0	825,998	134,626.46	11,670.30	679,700.78	17.7%

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Cortland County
YEAR-TO-DATE BUDGET REPORT

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FOR 2022 02

ACCOUNTS FOR: A GENERAL FUND

1170 PUBLIC DEFENDER

ACCOUNT	DESCRIPTION	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
A11705 43025 HH11	SA -INDIGENT LEGAL SVCS	-305,357.24	0.00	-305,357.24	0.00	0.00	-305,357.24	.0%
A11705 51005	PERSONAL SERVICES	544,115.00	0.00	544,115.00	76,213.37	0.00	467,901.63	14.0%
A11705 51005 HH11	PERSONAL SERVICES	70,918.00	0.00	70,918.00	0.00	0.00	70,918.00	.0%
A11705 51010	PART-TIME PAY	33,924.74	0.00	33,924.74	2,000.81	0.00	31,923.93	5.9%
A11705 51010 HH11	PART-TIME PAY	84,933.76	0.00	84,933.76	4,340.94	0.00	80,592.82	5.1%
A11705 54000	TELEPHONE	1,584.00	0.00	1,584.00	239.82	875.00	469.18	70.4%
A11705 54000 HH11	TELEPHONE, CELL & LONG DIST	1,271.00	0.00	1,271.00	0.00	0.00	1,271.00	.0%
A11705 54001	COPYING/PRINTING	500.00	0.00	500.00	0.00	0.00	500.00	.0%
A11705 54005	Office Materials & Supplies	4,000.00	0.00	4,000.00	466.33	3,000.00	533.67	86.7%
A11705 54015	Maintenance Agreements	2,700.00	0.00	2,700.00	350.00	0.00	2,350.00	13.0%
A11705 54015 HH11	Maintenance Agreements	1,000.00	0.00	1,000.00	0.00	0.00	1,000.00	.0%
A11705 54020	POSTAGE	1,200.00	0.00	1,200.00	121.64	0.00	1,078.36	10.1%
A11705 54035	EDUCATION & TRAINING	1,500.00	0.00	1,500.00	50.00	0.00	1,450.00	3.3%
A11705 54035 HH11	EDUCATION & TRAINING	5,455.00	0.00	5,455.00	0.00	0.00	5,455.00	.0%
A11705 54040	ASSOC/MEMBERSHIP DUES	750.00	0.00	750.00	476.00	0.00	274.00	63.5%
A11705 54041	PUBLICATIONS	6,000.00	0.00	6,000.00	721.02	3,515.30	1,763.68	70.6%
A11705 54045	Travel & Sustenance	2,000.00	0.00	2,000.00	0.00	0.00	2,000.00	.0%
A11705 54055	PROFESSIONAL SERVICES	6,000.00	0.00	6,000.00	973.90	0.00	5,026.10	16.2%
A11705 54055 HH11	PROFESSIONAL SERVICES	52,000.00	0.00	52,000.00	1,000.00	4,280.00	46,720.00	10.2%
A11705 54059	COURT RELATED EXP	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00	.0%

Attachment: financials (10496 : Assigned Counsel Monthly Report)

FOR 2022 02

ACCOUNTS FOR: A GENERAL FUND

Account	Description	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
A11705 54060	LEGAL NOTICES / ADVERTISING	250.00	0.00	250.00	0.00	0.00	250.00	.0%
A11705 54070	INSURANCE	2,905.15	0.00	2,905.15	0.00	0.00	2,905.15	.0%
A11705 54078	Fuel	200.00	0.00	200.00	0.00	0.00	200.00	.0%
A11705 54213	I/D COPIER	2,990.00	0.00	2,990.00	241.29	0.00	2,748.71	8.1%
A11705 54215	I/D LEXIS NEXIS	3,591.00	0.00	3,591.00	296.24	0.00	3,294.76	8.2%
A11705 54215 HH11	I/D LEXIS/NEXIS	1,796.00	0.00	1,796.00	0.00	0.00	1,796.00	.0%
A11705 54444	FEES & PERMITS	240.00	0.00	240.00	0.00	0.00	240.00	.0%
A11705 58020	RETIREMENT	65,868.20	0.00	65,868.20	0.00	0.00	65,868.20	.0%
A11705 58020 HH11	RETIREMENT	17,673.59	0.00	17,673.59	0.00	0.00	17,673.59	.0%
A11705 58030	FICA	44,120.22	0.00	44,120.22	5,754.58	0.00	38,365.64	13.0%
A11705 58030 HH11	FICA	12,022.48	0.00	12,022.48	321.04	0.00	11,701.44	2.7%
A11705 58040	WORKERS COMP	18,947.50	0.00	18,947.50	19,388.97	0.00	-441.47	102.3%
A11705 58040 HH11	WORKERS COMP	4,982.50	0.00	4,982.50	5,098.59	0.00	-116.09	102.3%
A11705 58060	HEALTH INS	85,387.78	0.00	85,387.78	13,636.38	0.00	71,751.40	16.0%
A11705 58060 HH11	HEALTH INS	47,820.62	0.00	47,820.62	2,811.64	0.00	45,008.98	5.9%
A11705 58062	DENTAL INS	676.80	0.00	676.80	90.48	0.00	586.32	13.4%
A11705 58062 HH11	DENTAL INS	315.84	0.00	315.84	13.92	0.00	301.92	4.4%
A11705 58065	VISION CARE BENEFITS	147.00	0.00	147.00	16.50	0.00	130.50	11.2%
A11705 58065 HH11	VISION CARE BENEFITS	68.60	0.00	68.60	3.00	0.00	65.60	4.4%
TOTAL PUBLIC DEFENDER		825,997.54	0.00	825,997.54	134,626.46	11,670.30	679,700.78	17.7%
TOTAL GENERAL FUND		825,997.54	0.00	825,997.54	134,626.46	11,670.30	679,700.78	17.7%
	TOTAL REVENUES	-305,357.24	0.00	-305,357.24	0.00	0.00	-305,357.24	
	TOTAL EXPENSES	1,131,354.78	0.00	1,131,354.78	134,626.46	11,670.30	985,058.02	

Attachment: financials (10496 : Assigned Counsel Monthly Report)

FOR 2022 02

	ORIGINAL APPROP	TRANS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
GRAND TOTAL	825,997.54	0.00	825,997.54	134,626.46	11,670.30	679,700.78	17.7%

** END OF REPORT - Generated by Lyn Manning **

CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

CORTLAND COUNTY OFFICE BUILDING, SUITE B27
60 CENTRAL AVENUE, CORTLAND NY 13045

STEPHANIE A. OLIVER
SECRETARY

MICHAEL R. CARDINALE
ADMINISTRATOR

CASEY K. NEVILLE
CASE MANAGER

JPS Meeting – FEBRUARY 2022 Report

DENIALS: 3 financially ineligible
1 type of case

CONFLICT

Family Court:	38
Criminal:	
Felonies	16
Misdemeanors	24
Violations	2
Infractions	1
Appeals	2
Total	**83**

PUBLIC DEFENDER ASSIGNMENTS

Family Court	20
Criminal:	
Felonies	4
Misdemeanors	20
Violations	1
Infractions	0
Appeals	0
Total	**45**

Total PD cases assigned: Assigned by AC- 45
Assigned by Courts: 68
108

Total Cases Assigned
83+108 =**191**
(11 more assignments compared to December)

COUNSEL AT FIRST ARRAIGNMENT		
AFTER hours	**18B**	**PD**
February 2022	21	16
January 2022	25	12
December 2021	26	13
November 2021	9	17
October 2021	12	10
September 2021	30	22
August 2021	22	17
July 2021	34	24
NOT After hours		
February 2022	5	45
January 2022	5	47
December 2021	4	47
November 2021	2	44
October 2021	2	28
September 2021	5	40
August 2021	0	25
July 2021	0	18

ILS Hurrell-Harring Grant Money
$57,021.06 received 3/19/20
$52,941.00 received 10/28/20

Money Saved-Grant Paid

04/2021	$161.28
05/2021	$263.20
06/2021	$2432.00
08/2021	$54.90
09/2021	$653.02
10/2021	$2078.57
11/2021	$248.08
12/2021	$797.10
02/2022	$197.49

PHONE: 607-428-5459
FAX: 607-428-5458

MCARDINALE@CORTLAND-CO.ORG
SOLIVER@CORTLAND-CO.ORG
CNEVILLE@CORTLAN

Cortland County Jail

Total Inmate Day Report

From Period 02/21/2022 Through 02/27/2022

All County/Non-County Inmates

Date	Male		Female		Total Days	
02/21/2022	45		7		52	
02/22/2022	46		8		54	
02/23/2022	44		8		52	
02/24/2022	45		7		52	
02/25/2022	44		7		51	
02/26/2022	46		7		53	
02/27/2022	44		7		51	
Totals	314	**Males**	51	**Females**	365	**Days**

Cortland County Jail

Total Inmate Day Report

From Period 02/14/2022 Through 02/20/2022

All County/Non-County Inmates

Date	Male		Female		Total Days	
02/14/2022	56		6		62	
02/15/2022	53		6		59	
02/16/2022	55		6		61	
02/17/2022	54		6		60	
02/18/2022	49		7		56	
02/19/2022	45		7		52	
02/20/2022	45		7		52	
Totals	357	**Males**	45	**Females**	402	**Days**

Cortland County Jail

Total Inmate Day Report

From Period 02/07/2022 Through 02/13/2022

All County/Non-County Inmates

Date	Male		Female		Total Days	
02/07/2022	48		6		54	
02/08/2022	48		6		54	
02/09/2022	51		5		56	
02/10/2022	52		7		59	
02/11/2022	53		7		60	
02/12/2022	54		6		60	
02/13/2022	54		6		60	
Totals	360	**Males**	43	**Females**	403	**Days**

Cortland County Jail

Total Inmate Day Report

From Period 01/31/2022 Through 02/06/2022

All County/Non-County Inmates

Date	Male		Female		Total Days	
01/31/2022	48		7		55	
02/01/2022	48		7		55	
02/02/2022	47		7		54	
02/03/2022	49		7		56	
02/04/2022	48		7		55	
02/05/2022	48		6		54	
02/06/2022	49		6		55	
Totals	337	**Males**	47	**Females**	384	**Days**

Cortland County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A302041 EMS - DERC							
A302041 41140 EMERGENCY PHONE S	-200,000	0	-200,000	-3,482.88	.00	-196,517.12	1.7%
TOTAL EMS - DERC	-200,000	0	-200,000	-3,482.88	.00	-196,517.12	1.7%
A302043 EMS - ERC							
A302043 43306 PSP HOMELAND SECUR	-90,000	0	-90,000	.00	.00	-90,000.00	.0%
TOTAL EMS - ERC	-90,000	0	-90,000	.00	.00	-90,000.00	.0%
A302046 EMS - DERC							
A302046 42410 RENTAL OF RADIO T	-37,200	0	-37,200	-5,380.00	.00	-31,820.00	14.5%
TOTAL EMS - DERC	-37,200	0	-37,200	-5,380.00	.00	-31,820.00	14.5%
A30205 EMERGENCY RESPONSE & COMMUNCTN							
A30205 51005 PERSONAL SERVICES	1,009,527	0	1,009,527	136,154.12	.00	873,372.88	13.5%
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	8,875.16	.00	101,124.84	8.1%
A30205 51035 OTHER COMPENSATION	29,000	0	29,000	530.90	.00	28,469.10	1.8%
A30205 54000 TELEPHONE	40,000	0	40,000	11,300.46	25,685.99	3,013.55	92.5%
A30205 54001 COPYING/PRINTING	500	0	500	.00	.00	500.00	.0%
A30205 54005 Office Materials &	1,750	0	1,750	.00	70.45	1,679.55	4.0%
A30205 54015 Maintenance Agreem	306,300	0	306,300	204,318.13	61,369.50	40,612.37	86.7%
A30205 54020 POSTAGE	500	0	500	14.13	.00	485.87	2.8%
A30205 54025 UTILITIES	42,000	0	42,000	6,590.22	30,609.78	4,800.00	88.6%
A30205 54035 EDUCATION & TRAINI	10,000	0	10,000	509.00	2,227.00	7,264.00	27.4%
A30205 54040 ASSOC/MEMBERSHIP D	250	0	250	50.00	.00	200.00	20.0%
A30205 54045 Travel & Sustenanc	1,000	0	1,000	.00	1,000.00	.00	100.0%
A30205 54048 22IC Prog Spec Mate	0	0	0	360,596.37	.00	-360,596.37	100.0%
A30205 54050 Equip. Repairs & M	40,000	0	40,000	19,272.48	14,264.51	6,463.01	83.8%
A30205 54060 LEGAL NOTICES / AD	200	0	200	.00	.00	200.00	.0%

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Cortland County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A30205 54067 REAL PROPERTY RENT	30	0	30	10.00	10.00	10.00	66.7%
A30205 54070 INSURANCE	54,013	0	54,013	.00	.00	54,013.00	.0%
A30205 54085 CLOTHING & UNIFORM	7,680	0	7,680	3,173.39	3,329.27	1,177.34	84.7%
A30205 54213 I/D COPIER	525	0	525	71.87	.00	453.13	13.7%
A30205 58020 RETIREMENT	131,263	0	131,263	.00	.00	131,263.48	.0%
A30205 58030 FICA	88,551	0	88,551	10,507.37	.00	78,043.39	11.9%
A30205 58040 WORKERS COMP	33,915	0	33,915	34,705.21	.00	-790.21	102.3%
A30205 58060 HEALTH INS	209,416	0	209,416	28,504.48	.00	180,911.81	13.6%
A30205 58062 DENTAL INS	1,534	0	1,534	208.80	.00	1,325.28	13.6%
A30205 58065 VISION CARE BENEFI	333	0	333	36.00	.00	297.20	10.8%
A30205 97100 2E911 SERIAL BOND P	112,200	0	112,200	.00	112,200.00	.00	100.0%
A30205 97110 2E911 SERIAL BOND I	70,890	0	70,890	35,445.00	35,445.00	.00	100.0%
TOTAL EMERGENCY RESPONSE & COMMUNCTN	2,361,378	0	2,361,378	860,873.09	286,211.50	1,214,293.22	48.6%
TOTAL GENERAL FUND	2,034,178	0	2,034,178	852,010.21	286,211.50	895,956.10	56.0%
TOTAL REVENUES	-327,200	0	-327,200	-8,862.88	.00	-318,337.12	
TOTAL EXPENSES	2,361,378	0	2,361,378	860,873.09	286,211.50	1,214,293.22	

Cortland County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	2,034,178	0	2,034,178	852,010.21	286,211.50	895,956.10	56.0%

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

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Cortland County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 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	-23,011	0	-23,011	.00	.00	-23,011.00	.0%
TOTAL FIRE / EMERGENCY MANAGEMENT	-23,011	0	-23,011	.00	.00	-23,011.00	.0%
A34105 FIRE / EMERGENCY MANAGEMENT							
A34105 51005 PERSONAL SERVICES	96,906	0	96,906	19,851.34	.00	77,054.78	20.5%
A34105 51005 20EMP PERSONAL SERV	23,471	0	23,471	.00	.00	23,471.22	.0%
A34105 51005 20HSG PERSONAL SERV	25,398	0	25,398	.00	.00	25,398.00	.0%
A34105 54000 TELEPHONE	400	0	400	.00	.00	400.00	.0%
A34105 54001 PRINTING/COPYING	750	0	750	.00	.00	750.00	.0%
A34105 54005 Office Materials &	750	0	750	159.59	5.02	585.39	21.9%
A34105 54015 Maintenance Agreem	10,000	0	10,000	.00	4,984.84	5,015.16	49.8%
A34105 54020 POSTAGE	500	0	500	35.11	37.54	427.35	14.5%
A34105 54025 UTILITIES	4,500	0	4,500	.00	4,500.00	.00	100.0%
A34105 54035 EDUCATION & TRAINI	11,000	0	11,000	1,868.00	5,460.02	3,671.98	66.6%
A34105 54040 ASSOC/MEMBERSHIP D	300	0	300	60.00	190.00	50.00	83.3%
A34105 54045 Travel & Sustenanc	6,000	0	6,000	.00	1,000.00	5,000.00	16.7%
A34105 54048 Prog Spec Material	5,000	0	5,000	3,834.00	1,166.00	.00	100.0%
A34105 54050 Equip. Repairs & M	4,000	0	4,000	512.83	3,487.17	.00	100.0%
A34105 54074 VEHICLE INSURANCE	960	0	960	.00	.00	960.00	.0%
A34105 54078 Fuel	2,000	0	2,000	133.67	100.00	1,766.33	11.7%
A34105 54300 Vehicle Repairs &	3,000	0	3,000	81.09	.00	2,918.91	2.7%
A34105 58020 RETIREMENT	16,327	0	16,327	.00	.00	16,327.31	.0%
A34105 58030 FICA	10,890	0	10,890	1,442.55	.00	9,447.31	13.2%
A34105 58040 WORKERS COMP	3,990	0	3,990	4,082.97	.00	-92.97	102.3%
A34105 58060 HEALTH INS	25,789	0	25,789	2,311.76	.00	23,476.91	9.0%
A34105 58062 DENTAL INS	180	0	180	27.84	.00	152.16	15.5%
A34105 58065 VISION CARE BENEFI	40	0	40	6.00	.00	34.00	15.0%
TOTAL FIRE / EMERGENCY MANAGEMENT	252,151	0	252,151	34,406.75	20,930.59	196,813.84	21.9%

Cortland County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

ACCOUNTS FOR: A GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL GENERAL FUND		204,240	0	204,240	34,406.75	20,930.59	148,902.84	27.1%
	TOTAL REVENUES	-47,911	0	-47,911	.00	.00	-47,911.00	
	TOTAL EXPENSES	252,151	0	252,151	34,406.75	20,930.59	196,813.84	

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Cortland County

YEAR-TO-DATE BUDGET REPORT

FOR 2022 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	204,240	0	204,240	34,406.75	20,930.59	148,902.84	27.1%

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

March 2022

911

- Staffing issues
  - Filled vacancy with one PROVISIONAL hire, pending civil service test results
  - Filled temporary position, starting March 7th
  - One ADA compliance situation in dispatch.
- Cut over to fiber optic lines still an issue for dispatch
- Redundant paging link work is being started by United Radio
  - New connections to Virgil and Cortlandville towers
- Auto discovery recordings case load is taking around 2 hours per day
- Frontier Communications has decided to exit the new 911 equipment business; they are honoring all current contracts.

22 West Court Street

- Fiber Optic connection contract is progressing with IT, work was slowed due to pandemic
- Further progress - Bidding/awarding of construction is on hold until 2022.

Emergency Management

- All hazard plan with Tetra Tech has been accepted by FEMA; the process continues for acceptance by each municipality in the County
- NYS Emergency Managers Conference in May

Fire Service

- Received approval for an additional state fire instructor
- Using NYS State fire for Fire investigations
- Small group exploring grant opportunities for new radios.
- Still supporting repairs to radios under grant funding