



Judiciary & Public Safety Committee

Committee Meeting

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

~ Minutes ~

Thursday, June 10, 2021

9:00 AM

Board Room

CALL TO ORDER

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

Attendee Name	Organization	Title	Status	Arrived
Sandra Price	Cortland County, NY	Committee Chair	Present	
Christopher Newell	Cortland County, NY	Committee Member	Excused	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Present	
Richard Stock	Cortland County, NY	Committee Vice-Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Mitchel Eccleston	Cortland County, NY	Committee Member	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Savannah Hempstead	Cortland County, NY	Deputy Clerk	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Paul Sandy	City of Cortland	Chief of Police	Present	
Sharon MacDougall	Cortland County, NY	Director of Community Services	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Valerie Puma	Cortland Standard	Reporter	Present	
Wendy Franklin	Cortland County, NY	Assistant County Attorney	Present	
Paul Heider	Cortland County, NY	Chair, Legislature	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
Michael Cardinale	Cortland County, NY	Assigned Counsel Plan Administrator	Present	
Nicole Albro	Cortland County, NY	Probation Director	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Remote	

Denise Bushnell	Cortland County, NY	County Coroner	Remote	
Kelly L. Fairchild-Preston	Cortland County, NY	Board Member	Present	9:31 AM
Eugene Waldbauer	Cortland County, NY	Board Member	Present	9:47 AM

MINUTES

Judiciary & Public Safety Committee - Committee Meeting - May 13, 2021 9:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Mitchel Eccleston, Committee Member
SECONDER:	Cathy Bischoff, Committee Member
AYES:	Price, Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston

RESOLUTIONS

AGENDA ITEM NO. 1 – Authorizing the Adoption of the 2021 Cortland County NY Hazard Mitigation Plan Update - Department of Emergency Response & Communications

RESULT:	APPROVED [UNANIMOUS]
	Next: 6/24/2021 6:00 PM
MOVER:	Susan Wilson, Committee Member
SECONDER:	Richard Stock, Committee Vice-Chair
AYES:	Price, Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston

ON MOTION OF PRICE

RESOLUTION NO.

Authorizing the Adoption of the 2021 Cortland County NY Hazard Mitigation Plan Update - Department of Emergency Response & Communications

WHEREAS, all jurisdictions within Cortland County have exposure to natural hazards that increase the risk to life, property, environment, and the County and local economy, AND

WHEREAS, proactive mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property, AND

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs, AND

WHEREAS, a coalition of Cortland County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Cortland County, AND

WHEREAS, Cortland County's draft hazard mitigation plan has been posted to the County's website since December 5, 2020 for public review and comment, AND

WHEREAS, the Assistant Director of Emergency Response has coordinated and facilitated input from all of the municipalities within Cortland County, AND

WHEREAS, the NYS Department of Homeland Security and Emergency Services has approved the draft 2021 Cortland County Hazard Mitigation Plan, AND

WHEREAS, in the interest of clarity of the minutes and agendas of Cortland County the plan can be viewed online at:

<<http://www.cortland-co.org/DocumentCenter/View/9335/Cortland-County-Hazard-Mitigation-Plan-DRAFT>> as the plan is approximately 1300 pages long, AND

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy, NOW THEREFORE BE IT

RESOLVED, that the Cortland County:

- 1) Adopts in its entirety, the 2021 Cortland County Hazard Mitigation Plan Update (the “Plan”) as the jurisdiction’s Natural Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
- 2) Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
- 3) Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4) Will continue its support of the Mitigation Planning Committee as described within the Plan.
- 5) Will help to promote and support the mitigation successes of all participants in this Plan.
- 6) Will incorporate mitigation planning as an integral component of government and partner operations.
- 7) Will provide an update of the Plan no less than every five years

AGENDA ITEM NO. 2 – Authorize Annual Support and Services Agreement with Motorola Solutions for 911 Computer Aided Dispatch Software - Department of Emergency Response & Communications

RESULT:	APPROVED [UNANIMOUS]
	Next: 6/15/2021 10:00 AM
MOVER:	Susan Wilson, Committee Member
SECONDER:	Richard Stock, Committee Vice-Chair
AYES:	Price, Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston

ON MOTION OF PRICE

RESOLUTION NO.

Authorize Annual Support and Services Agreement with Motorola Solutions for 911 Computer Aided Dispatch Software - Department of Emergency Response & Communications

WHEREAS, the Cortland County Department of Emergency Response and Communications utilizes the Spillman computer aided dispatch system owned by Motorola Solutions, for the handling of emergency and non-emergency incidents, incident records management, and interfaces with various other computer systems, AND

WHEREAS, Motorola Solutions has agreed to provide professional services for a twelve month period at a base rate of \$110,491.30, AND

WHEREAS, Cortland County Director of Emergency Response & Communications and County Administrator both recommend continuing the use of this software, AND

WHEREAS, funds for this service contract are in the 2021 County Budget in Account No. A30205.54015, Maintenance Agreements, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator, upon approval by the County Attorney or designee, be and hereby is authorized to execute an agreement with Motorola Solutions, for a twelve month term commencing January 1, 2021 and concluding December 31, 2021, for maintenance of the Spillman computer aided dispatching system.

AGENDA ITEM NO. 3 – Local Law "D" of 2021 a Local Law to Amend Local Law 2 of 1966 - a Local Law Providing for the Creation of the Office of Public Defender, Fixing the Term of Office, Compensation and Duties

RESULT: **APPROVED [UNANIMOUS]**

Next: 6/24/2021 6:00 PM

MOVER: Richard Stock, Committee Vice-Chair

SECONDER: Ronald J. Van Dee, Committee Member

AYES: Price, Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston

ON MOTION OF PRICE

RESOLUTION NO.

Local Law "D" of 2021 a Local Law to Amend Local Law 2 of 1966 - a Local Law Providing for the Creation of the Office of Public Defender, Fixing the Term of Office, Compensation and Duties

WHEREAS, the Cortland County Legislature adopted Local Law 2 of 1966, A Local Law Providing for the Creation of the Office of Public Defender, Fixing the Term of Office, Compensation and Duties, AND

WHEREAS, the Cortland County Legislature's Government Operations Committee has recommended revisions to said Local Law, AND

Whereas, a public hearing was held on May 27, 2021 before the Cortland County Legislature, AND

WHEREAS, said Local Law has been in its final form upon the desks of the Cortland County Legislature at least seven (7) calendar days exclusive of Sunday, prior to this date, NOW THEREFORE

Be it enacted by the Cortland County Legislature of the County of Cortland as follows:

Article II, Section 2 of Local Law No. 2 of 1966 is hereby amended to read as follows:

The term of office of Public Defender shall be for the term for which the membership appointing him/her was elected or for a term as may be determined by local law not to exceed four years.

AGENDA ITEM NO. 4 – Authorize Agreement Overdose Mapping and Application Program (ODMAP) - Mental Health Department

RESULT: **APPROVED [UNANIMOUS]**

Next: 6/24/2021 6:00 PM

MOVER: Susan Wilson, Committee Member

SECONDER: Cathy Bischoff, Committee Member

AYES: Price, Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston

Authorize Agreement Overdose Mapping and Application Program (ODMAP) - Mental Health Department

WHEREAS, Cortland County Mental Health Department seeks to execute a contract with High Intensity Drug Trafficking Area (HIDTA) to participate in the Overdose Mapping and Application Program (ODMAP) as the administrator function role for Cortland County at no cost, AND

WHEREAS, the overdose Mapping and Application Program (ODMAP) provides near real-time suspected overdose surveillance data to support public safety and public health efforts in mobilizing an immediate response to a sudden increase or spike in overdose events. It links first responders and records management systems to a mapping tool to track overdoses and stimulate real-time response and strategic analysis across jurisdictions, AND

WHEREAS, the Mental Health Department will provide access to relevant stakeholders and agencies to provide vital information to serve as an early warning feature if a spike in overdoses occurs to help improve response and treatment support, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee be and hereby is authorized to execute agreements with High Intensity Drug Trafficking Area (HIDTA) for the access and use of their Overdose Mapping and Application Program (ODMAP).

AGENDA ITEM NO. 5 – Amend 2021 Budget/Increase Professional Services for Payment to Outside Attorneys - District Attorney

RESULT:	APPROVED [UNANIMOUS]
	Next: 6/15/2021 10:00 AM
MOVER:	Richard Stock, Committee Vice-Chair
SECONDER:	Cathy Bischoff, Committee Member
AYES:	Price, Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston

Amend 2021 Budget/Increase Professional Services for Payment to Outside Attorneys - District Attorney

WHEREAS, Cortland County received final notice of payment due for outside attorneys used for certain Court cases, AND

WHEREAS, the available funds currently in the 2021 budget is \$5,161.96, AND

WHEREAS, an additional amount of \$27,520.43 is needed to pay the balance due, not including monies needed to pay stenographers and any additional outside attorneys which may be required, NOW THEREFORE BE IT

RESOLVED, that the 2021 District Attorney budget be amended as follows:

Account Number:	Account Name:	
Current Revised Budget:	Increase/Decrease:	New Revised Budget:
A11655.54055	Professional Services	
\$45,500	\$45,000	\$90,500

DISCUSSION ITEMS

1. School Bus Stop-Arm Program

RESULT:	COMPLETED
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REPORTS

1. Assigned Counsel Monthly Report

RESULT:	COMPLETED
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2. DOERC June 2021 Report

RESULT:	COMPLETED
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3. June Monthly Budget Report - Coroner

RESULT:	COMPLETED
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ADJOURNMENT

The meeting was closed at 9:51 AM



Judiciary & Public Safety Committee

Committee Meeting

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

~ Minutes ~

Thursday, May 13, 2021

9:00 AM

Board Room

CALL TO ORDER

The meeting was called to order at 9:00 AM by Committee Vice-Chair Richard Stock

Attendee Name	Organization	Title	Status	Arrived
Sandra Price	Cortland County, NY	Committee Chair	Excused	
Christopher Newell	Cortland County, NY	Committee Member	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Member	Excused	
Richard Stock	Cortland County, NY	Committee Vice-Chair	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Susan Wilson	Cortland County, NY	Committee Member	Present	
Mitchel Eccleston	Cortland County, NY	Committee Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Eric Mulvihill	Cortland County, NY	Clerk, County Legislature	Present	
Wendy Franklin	Cortland County, NY	Assistant County Attorney	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Remote	
Patrick Perfetti	Cortland County, NY	District Attorney	Remote	
Kristen Beard	Cortland County, NY	Director Child Advocacy Center	Remote	
Emily Thompson	Cortland County, NY	Child Advocacy Center	Remote	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
Valerie Puma	Cortland County, NY	Cortland Standard	Present	
Savannah Hempstead	Cortland County, NY	Deputy Clerk	Present	
Nicole Albro	Cortland County, NY	Probation Director	Present	
Mark Helms	Cortland County, NY	Sheriff	Present	
Michael	Cortland County, NY	Assigned Counsel Plan Administrator	Remote	

Minutes Acceptance: Minutes of May 13, 2021 9:00 AM (MINUTES)

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MINUTES

Judiciary & Public Safety Committee - Committee Meeting - Apr 8, 2021 9:00 AM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Mitchel Eccleston, Committee Member
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price, Ronald J. Van Dee

RESOLUTIONS

AGENDA ITEM NO. 1 – Amend the 2021 Budget to Accept Bureau of Justice Bulletproof Vest Partnership Grant and Authorize the Associated Contract Agreement - Sheriff's Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 5/18/2021 10:00 AM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Susan Wilson, Committee Member
AYES:	Newell, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price, Ronald J. Van Dee

ON MOTION OF PRICE

RESOLUTION NO.

Amend the 2021 Budget to Accept Bureau of Justice Bulletproof Vest Partnership Grant and Authorize the Associated Contract Agreement - Sheriff's Department

WHEREAS, the Bureau of Justice Assistance (BJA), funded under the Fiscal Year (FY) 2020 BVP Patrick Leahy Bulletproof Vest Partnership (BVP) solicitation, has awarded the Cortland County Sheriff's Office a FY 2020 grant in the amount of \$16,000, AND

WHEREAS, the fiscal period for this grant is April 1, 2020 to August 31, 2022, NOW THEREFORE BE IT

RESOLVED, the Cortland County Sheriff's Office is hereby directed to expend the grant funds according to the stated grant guidance, AND BE IT FURTHER

RESOLVED, that the 2021 budget be amended as follows:

REVENUE:		Revised
A312043.43306.22BVP	FY 2020 BVP Grant	\$16,000
EXPENSE:		
A312055.52015.22BVP	Department Specific Equipment	\$16,000

, AND BE IT FUTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with Bureau of Justice Assistance (BJA) for the \$16,000 Bulletproof Vest Partnership 2020 award, AND BE IT FURTHER

Minutes Acceptance: Minutes of May 13, 2021 9:00 AM (MINUTES)

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. 2 – Amend 2021 Budget to Accept 2021 Child Passenger Safety Grant and Authorize Agreement with the New York State Governor’s Traffic Safety Committee - Sheriff’s Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 5/18/2021 10:00 AM
MOVER:	Richard Stock, Committee Vice-Chair
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Newell, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price, Ronald J. Van Dee

ON MOTION OF PRICE

RESOLUTION NO.

Amend 2021 Budget to Accept 2021 Child Passenger Safety Grant and Authorize Agreement with the New York State Governor’s Traffic Safety Committee - Sheriff’s Department

WHEREAS, the New York State Governor's Traffic Safety Committee, has awarded the Cortland County Sheriff's Office a grant to participate in the statewide "Child Passenger Safety" program, CPS-2021-Cortland Co SO-00185-(012), SA00001925, CFDA# 20.616, and receive grant monies from the State for the period of October 1, 2020 to September 30, 2021, NOW THEREFORE BE IT

RESOLVED, the Cortland County Sheriff's Office accept the grant, and that the 2021 budget be amended to reflect the acceptance of these funds with the following adjustments:

		Current	Change	Revised
Revenue	A312043.43329.21CPS	\$0	\$1,200	\$1,200
Expense	A312055.52015.21CPS	\$0	\$ 900	\$ 900
	Department Specific Equipment			
	A312055.54035.21CPS	\$0	\$225	\$225
	Education & Training			
	A312055.54005.21CPS	\$0	\$75	\$75
	Office Supplies			

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with the New York State Governor’s Traffic Safety Committee to participate in the statewide “Child Passenger Safety” program. 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. 3 – Authorize Annual Support and Services Agreement with Automon, LLC for Probation Case Load Software - Probation Department

Minutes Acceptance: Minutes of May 13, 2021 9:00 AM (MINUTES)

RESULT:	APPROVED [UNANIMOUS]
	Next: 5/18/2021 10:00 AM
MOVER:	Richard Stock, Committee Vice-Chair
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price, Ronald J. Van Dee

ON MOTION OF PRICE

RESOLUTION NO.

Authorize Annual Support and Services Agreement with Automon, LLC for Probation Case Load Software - Probation Department

WHEREAS, the Cortland County Probation Department utilizes the AutoMon LLC digital case load Explorer software for the management of Probation clients, AND

WHEREAS, the Annual Support and Services agreement for said software is due to expire on June 30, 2021, AND

WHEREAS, AutoMon LLC has agreed to provide professional services for a twelve month period at a base rate of \$4,576.90 plus \$224.14 for each of the 24 actual or registered users, totaling \$9,956.26, AND

WHEREAS, Cortland County Probation Director and County Administrator both recommend continuing the use of this software, AND

WHEREAS, funds for this service contract are in the 2021 County Budget in Account No. A31405.54015, Maintenance Agreements in the amount of \$9,957, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator, upon approval by the County Attorney or designee, be and hereby is authorized to execute an agreement with AutoMon, LLC, 6621 North Scottsdale Road, Scottsdale, AZ 85250, for a twelve month term commencing July 1, 2021 and concluding June 30, 2022, for maintenance of case load Explorer software and licensing in the Cortland County Probation Department.

AGENDA ITEM NO. 4 – Adopt Revisions to New York State Department of Homeland Security and Emergency Services (NYS DHSES) Grant Policy & Procedures - Department of Emergency Response & Communications

RESULT:	APPROVED [UNANIMOUS]
	Next: 5/27/2021 6:00 PM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Richard Stock, Committee Vice-Chair
AYES:	Newell, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price, Ronald J. Van Dee

ON MOTION OF PRICE

RESOLUTION NO.

Adopt Revisions to New York State Department of Homeland Security and Emergency Services (NYS DHSES) Grant Policy & Procedures - Department of Emergency Response & Communications

Minutes Acceptance: Minutes of May 13, 2021 9:00 AM (MINUTES)

WHEREAS, the Cortland County Legislature adopted Resolution No. 304-13 which established the New York State Department of Homeland Security and Emergency Services (NYS DHSES) grant funding policy, AND

WHEREAS, the (NYS DHSES) has advised the County that the established policy for grant funding needs to be revised to reflect the most current requirements, NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby adopts the revised policy "Cortland County Policies and Procedures for NYS DHSES Grant Administration" for the Cortland County Department of Emergency Response & Communications.

AGENDA ITEM NO. 5 – Local Law "D" of 2021 a Local Law to Amend Local Law 2 of 1966 - a Local Law Providing for the Creation of the Office of Public Defender, Fixing the Tem of Office, Compensation and Duties

RESULT: APPROVED [UNANIMOUS]

Next: 5/27/2021 6:00 PM

MOVER: Richard Stock, Committee Vice-Chair

SECONDER: Christopher Newell, Committee Member

AYES: Newell, Stock, Bischoff, Wilson, Eccleston

EXCUSED: Sandra Price, Ronald J. Van Dee

ON MOTION OF PRICE

RESOLUTION NO.

Local Law "D" of 2021 a Local Law to Amend Local Law 2 of 1966 - a Local Law Providing for the Creation of the Office of Public Defender, Fixing the Tem of Office, Compensation and Duties

WHEREAS, the Cortland County Legislature adopted Local Law 2 of 1966, A Local Law Providing for the Creation of the Office of Public Defender, Fixing the Term of Office, Compensation and Duties, AND

WHEREAS, the Cortland County Legislature's Government Operations Committee has recommended revisions to said Local Law, AND

Whereas, a public hearing was held on May 27, 2021 before the Cortland County Legislature, AND

WHEREAS, said Local Law has been in its final form upon the desks of the Cortland County Legislature at least seven (7) calendar days exclusive of Sunday, prior to this date, NOW THEREFORE

Be it enacted by the Cortland County Legislature of the County of Cortland as follows:

Article II, Section 2 of Local Law No. 2 of 1966 is hereby amended to read as follows:

The term of office of Public Defender shall be for the term for which the membership appointing him/her was elected or for a term as may be determined by local law not to exceed four years.

Minutes Acceptance: Minutes of May 13, 2021 9:00 AM (MINUTES)

Monthly Reports

1. Assigned Counsel Monthly Activities Report

RESULT:	COMPLETED
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2. Monthly Budget Report - Coroners

RESULT:	COMPLETED
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3. Department of Emergency Response and Communications Monthly Reports

RESULT:	COMPLETED
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4. District Attorney Monthly Activities Report

RESULT:	COMPLETED
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5. Child Advocacy Center Activities Report

RESULT:	COMPLETED
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6. Public Defender Monthly Reports

RESULT:	COMPLETED
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7. Probation Monthly Report

RESULT:	COMPLETED
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Discussion Items

Presentation from Cortland County Child Advocacy Center

RESULT:	COMPLETED
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Checklist of documents to be returned:

- ☐ Copy of signed contract
- ☐ Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts (Appendix A)
- ☐ Exhibit B: Drug Free Workplace
- ☐ Exhibit C: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- ☐ Exhibit D: Conflict of Interest Disclosure
- ☐ Exhibit E: Privacy and Security HIPAA Compliance (*if applicable*)
- ☐ Proof of Insurance (Liability, Disability, Workers' Compensation, Vehicle, etc.)
 - "County of Cortland" must be named as an Additional Insured
 - For projects over \$25,000; Insurance must include 'per project aggregate' endorsement
- ☐ Copy of NYS Certificate of Authority to do Business in New York State
- ☐ Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business
- ☐ Copy of active NYS MWBE Certification (*if applicable*)
- ☐ Current W9

AGREEMENT

THIS AGREEMENT, entered into this 1 day of MAY, 2021, by and between the **COUNTY OF CORTLAND**, New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and **MOTOROLA SOLUTIONS**, (the "CONTRACTOR"), with offices located at 13104 COLLECTIONS CENTER DRIVE, CHICAGO, IL 60693.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish **PREVENTATIVE MAINTENANCE, UPGRADES AND SERVICE SUPPORT FOR SPILLMAN COMPUTER AIDED DISPATCH (CAD) SOFTWARE**

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning JANUARY 1, 2021 and ending DECEMBER 1, 2021.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR \$110,491.30 within its normal payment period.

ARTICLE 4. CONTRACTOR'S INSURANCE

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

- (i) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (ii) Automobile coverage with a combined single limit of \$1,000,000.00.
- (iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.
- (iv) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (v) Specialty Insurance as noted below:
 - (a) Not Applicable if checked ☐
 - (b) Type: _____ Coverage Limit _____

A.2 Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the COUNTY and who have been fully informed as to the nature of the services to be performed. Except for Worker's Compensation and professional liability, the COUNTY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligations of the CONTRACTOR and not those of the COUNTY. The CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance described in this paragraph. The provision of insurance by the CONTRACTOR shall not in any way limit the CONTRACTOR'S liability under this agreement.

B. The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured. In addition, the CONTRACTOR must provide an endorsement to the policy showing that the COUNTY is actually insured together with a copy of the policy declarations page.

C.1 Each policy of insurance shall contain clauses to the effect that:

- (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the COUNTY with respect to its interests,
- (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without 30 days prior written notice to the COUNTY, directed to the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature, and the COUNTY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to the CONTRACTOR.

C.2 To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claim made" basis, and all such "claims made" policies shall provide that:

- (i) Policy retroactive dates coincide with or precede the CONTRACTOR'S start of the performance of the services (including subsequent policies purchased as renewals or replacements);
- (ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;
- (iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;

- (iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;
- (v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and
- (vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

D. All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

E. Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,
- (iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,
- (iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,
- (v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,
- (vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. APPROPRIATIONS

If this agreement is funded by a grant or contract between the COUNTY and the State or Federal government or is otherwise subject to legislative appropriation, the COUNTY shall not be liable beyond the funds authorized by such legislation or provided by the COUNTY, State or Federal governments.

In the event that such funding shall be terminated or reduced, this agreement shall end on the effective date of notice of termination.

The COUNTY shall remain liable for all charges and expenses incurred prior to the date of termination.

If funding is reduced below the level authorized by the COUNTY and the parties do not desire to terminate this agreement, funding shall be deemed to have been reduced to the amount authorized by the State or Federal government as set forth in notice given by the COUNTY to the CONTRACTOR.

ARTICLE 8. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. The COUNTY shall have the right to stop work or terminate the Contract if:
- (i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - (ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
 - (iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
 - (iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
 - (v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or
 - (vi) The determination that any representation or certification made under this agreement is untrue; or
 - (vii) The CONTRACTOR violates any provision of the Contract;
 - (viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the

CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.

- (ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (x) COUNTY may terminate if the contract is not funded.

B. Upon termination of this agreement, the CONTRACTOR shall comply with all County close-out procedures, including but not limited to:

- (i) Accounting for and refunding to the COUNTY within 30 days, any unexpended funds which have been paid to the CONTRACTOR pursuant to this agreement;
- (ii) Not incur any further obligations pursuant to this agreement after the termination date;
- (iii) Submit to the COUNTY, within 30 days of termination, a full report of receipts and expenditures of funds, program activities, and obstacles, if any, attendant to CONTRACTOR'S performance of this agreement; and
- (iv) Furnishing within 30 days an inventory to the COUNTY of all equipment, appurtenances and property purchased by the CONTRACTOR through or provided under this agreement, and carrying out any COUNTY directive concerning the disposition thereof.

C. If the COUNTY terminates this agreement for cause, the COUNTY may procure, upon such terms and in such manner as it deems appropriate, services similar to those so terminated, and any services so procured by the COUNTY to complete the services herein will be charged to the CONTRACTOR and/or set off against any sums due the CONTRACTOR.

D. If the CONTRACTOR defaults, the COUNTY may at its option:

- (i) Terminate this agreement; and/or
- (ii) Recover counsel fees and all costs incurred to enforce this agreement; and/or
- (iii) Obtain replacement goods or services and hold the CONTRACTOR responsible for the replacement costs or expenses; and/or
- (iv) Pursue such other remedies as may be available under law or this agreement.

These remedies are cumulative.

E. Notwithstanding any other provisions of this agreement, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of the agreement or failure to perform in accordance with applicable professional standards, and the COUNTY may withhold payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined. The rights and remedies of the

COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this agreement.

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 10. MONITORING OF PERFORMANCE

The COUNTY shall have the right during the term of this agreement and for the period limited by the applicable statute of limitations to ensure that the services to be provided by the Contractor have been provided as agreed. The CONTRACTOR hereby consents to the examination of the CONTRACTOR'S records and agrees to provide to or permit the COUNTY to obtain copies of any documents relating to the performance of this agreement. The CONTRACTOR shall maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends; whichever last occurs.

ARTICLE 11. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit. As an independent contractor, the CONTRACTOR shall be solely responsible for determining the means and methods of performing the services and shall have complete charge and responsibility for the CONTRACTOR'S personnel engaged in the performance of the services. However, if any personnel of the CONTRACTOR act in a manner that is detrimental to the COUNTY, the COUNTY may require the CONTRACTOR to remove or replace such personnel with respect to the performance of services under this agreement.

ARTICLE 12. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 17. SEVERABILITY

In the event any provision hereof shall be held for any reason to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this agreement, which shall continue in full force and effect.

ARTICLE 18. WAIVER

No waiver of any breach of any condition of this Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 19. MODIFICATION

This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.

ARTICLE 20. EXECUTORY CLAUSE

The COUNTY shall have no liability under this Agreement to the CONTRACTOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 21. RECORDS RETENTION AND AUDIT

A. The COUNTY, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. Additionally, the CONTRACTOR shall:

- (i) Comply with any demands made by the COUNTY to provide information with respect to the payment of monies hereunder during the period covered by this paragraph;
- (ii) Maintain its books and records in accordance with generally accepted accounting principles or such other method of account, which is approved in writing by the COUNTY prior to the date of this agreement;
- (iii) Maintain the revenues and expenditures in connection with this agreement so they are separately identifiable;
- (iv) Fully document each expenditure or claim for payment. Expenditure or claims for payment which are not fully documented may be disallowed;
- (v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;

(vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, \$300,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §7501, et seq., as amended, and the regulations adopted pursuant to such Act.

C. In addition to the foregoing, if this agreement is financed by Medicare reimbursements, then until the expiration of four (4) years after the furnishing of the services provided under this agreement, the CONTRACTOR will make available to the Secretary, U.S. Department of Health and Human Services, and the U.S. Comptroller General, and their representatives, this agreement and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If the CONTRACTOR carries out the duties of the agreement through a subcontractor worth \$10,000.00 or more over a 12-month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General, and their representatives to the related organization's books and records.

ARTICLE 22. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York. All disputes relating to this agreement shall be heard in a court of competent jurisdiction having venue in Cortland County.

ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

(APPLICABLE TO ALL CONTRACTS FOR GOODS AND SERVICES WHICH RELATE TO MEDICAL RECORD-KEEPING)

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as "Exhibit E".

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

COUNTY OF CORTLAND

DATE: _____

BY: _____

ROBERT CORPORA
Cortland County Administrator

Acknowledgement

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

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

Notary Public

CONTRACTOR
(name of company)

DATE: _____

BY: _____

(NAME OF SIGNATORY)

(CORP. OFFICER/POSITION)

Acknowledgement

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

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

Notary Public

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

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

Signed: _____ Date: _____

Title: _____

EXHIBIT B – DRUG FREE WORKPLACE

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

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

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

Print Name: _____ Date: _____

Signature: _____ Title: _____

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

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

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

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

A Bid shall not be considered for award nor shall any award be made where 1, 2, 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

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

Subscribed to me under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

If Bidders are a corporation, complete the following:

Name

Legal Residence

President

Vice President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

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

Legal name of person or firm_____
Legal name of person or firm_____
Name_____
Name_____
Title_____
Title_____
Address_____
Address

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE

Conflict of Interest Disclosure Form

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

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

Date: _____

Name: _____

Position: _____

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

_____ I have no conflict of interest to report.

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

1. _____
2. _____
3. _____

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

Signature: _____

Company: _____

Date: _____

EXHIBIT E**PRIVACY AND SECURITY (HIPAA)**

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

- (A) CONTRACTOR understands the importance of the privacy of a patient’s PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal, state, and local regulations and laws. All PHI will be handled in a private and/or confidential manner. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR §164.501.
- (B) Further, CONTRACTOR understands that County’s patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- (C) Uses and disclosures of PHI that are permitted are those necessary in order for CONTRACTOR to:
 - 1. Properly manage and administer its functions.
 - 2. Meet its legal responsibilities.
 - 3. Provide data aggregation services relating to the health care operations of the COUNTY.
 - 4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
 - 5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- (D) The uses and disclosures of PHI that are required are those disclosures necessary:
 - 1. For patients to review their PHI.
 - 2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
 - 3. To allow the Secretary of Health and Human Services to determine County’s compliance with 45 CFR §164.504.
- (E) CONTRACTOR shall make the following assurances to COUNTY:
 - 1. CONTRACTOR agrees that it shall not use or disclose any patient’s PHI for any purpose not expressly stated in this Agreement. Further, CONTRACTOR shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and subsequent federal, state, and local regulations. If CONTRACTOR does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify COUNTY in writing of such use or disclosure.

- CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.
2. CONTRACTOR further agrees that any sub-contractors or other persons or entities not directly employed by CONTRACTOR who use or disclose PHI obtained from COUNTY, shall abide by terms of this clause of this Agreement. Any sub-contractor or other person or entity not directly employed by CONTRACTOR that has used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal, state, and local regulations) shall be considered to have acted as an agent of CONTRACTOR, and have violated the terms of this Agreement. COUNTY may consider this use or disclosure a material breach of this Agreement.
 3. By signing this Agreement, CONTRACTOR is assuring COUNTY it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, and administrative policies and procedures addressing security of PHI.
 4. Provider shall report to COUNTY any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by CONTRACTOR. CONTRACTOR shall notify COUNTY in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
 5. Should COUNTY find PHI used or disclosed to CONTRACTOR to be inaccurate or incomplete, CONTRACTOR shall incorporate any amendments or corrections to the PHI at COUNTY's request.
 6. CONTRACTOR will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from CONTRACTOR will be made through County. CONTRACTOR will incorporate any amendments to PHI that have been made by COUNTY by virtue of the individual's request for amendment.
 7. CONTRACTOR will provide a timely accounting to the individual or to COUNTY, if requested by either, of the disclosures of an individual's PHI.
 8. Should CONTRACTOR make any material alterations to the PHI while the PHI is in its possession, CONTRACTOR shall notify COUNTY of such alterations so that COUNTY may inform the patient who is the subject of the PHI.
 9. At the termination of this Agreement, CONTRACTOR shall return or destroy to the satisfaction of COUNTY any PHI held or maintained by CONTRACTOR and retain no copies of such information. If COUNTY and CONTRACTOR mutually agree that returning or destroying the PHI is not feasible or permitted under law, the PHI will remain protected after this agreement

- ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.
- (F) If COUNTY determines CONTRACTOR has violated any of the above assurances, covenants or terms, the CONTRACTOR has committed a material breach of this Agreement. COUNTY may then provide CONTRACTOR with an opportunity to cure the breach or may terminate this Agreement and may report the violations to the Department of Health and Human Services (“HHS”) or other federal or state entity for possible prosecution or sanctions.
- (G) Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- (H) CONTRACTOR hereby gives COUNTY and the Department of Health and Human Services (or an agent acting on behalf of HHS) the express right to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by CONTRACTOR. If HHS suspects an unauthorized use or disclosure of PHI by CONTRACTOR, HHS is authorized to pursue an investigation into CONTRACTOR’s activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- (I) CONTRACTOR may have policies and procedures relating to privacy and security in place prior to the commencement of this Agreement. If, after reasonable investigation, COUNTY concludes CONTRACTOR’s policies and procedures to be “adequate” protection of a patient’s privacy rights relating to PHI, CONTRACTOR may elect to continue to use its own policies and procedures. The term “adequate” in this clause means CONTRACTOR’s policies and procedures meet the minimum privacy and security standards as set forth in COUNTY’s privacy and security policies and procedures.
- (J) COUNTY, through the appropriate Department will:
1. provide CONTRACTOR with its Privacy Notice;
 2. provide CONTRACTOR with any changes in, or revocation of, permission by a patient to use or disclose PHI, if such changes affect CONTRACTOR’s permitted or required uses or disclosures; and
 3. notify CONTRACTOR of any restriction to the use or disclosure of PHI to which the COUNTY has agreed.
- (K) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (ePHI) that it creates, receives, maintains, or transmits on behalf of Cortland County.
- (L) Ensure that any agent, including a subcontractor, to whom Contractor provides ePHI agrees to implement reasonable and appropriate safeguards to protect this information.

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor

Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in

filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall 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).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

(Please Use this Form for Filing your Local Law with the Secretary of State)

Text of law should be given as amended. Do not use brackets for matter to be eliminated and do not use italics for new matter.

County
City of Cortland
Town
Village

Local Law No. 2 of the year 1966

A local law PROVIDING FOR THE CREATION OF THE OFFICE OF PUBLIC DEFENDER,
FIXING THE TERM OF OFFICE, COMPENSATION AND DUTIES

Be it enacted by the Board of Supervisors of the
(Name of Legislative Body)

County
City of Cortland
Town
Village as follows:

ARTICLE I
Office of Public Defender

Section 1. The office of Public Defender in the County of Cortland, State of New York, be and hereby is, created effective January 1, 1967.

ARTICLE II
Appointment, Term of Compensation for Office

Section 1. The Public Defender shall be designated and appointed by resolution of the Board of Supervisors of Cortland County.

Section 2. The term of the Public Defender shall be for one year from January 1, 1967 to December 31, 1967 and thereafter for a term of two years.

Section 3. The Compensation for the office of Public Defender shall be fixed by resolution of the Board of Supervisors prior to making such appointment and shall not be increased or decreased during the term of office for which the appointment was made except as authorized by Law.

ARTICLE III
Powers and Duties

Section 1. The Public Defender shall have such powers and duties as provided by Article 18-A of the County Law and such other powers and duties as may be granted or imposed by statute or resolution of the Board of Supervisors of Cortland County provided, however, that said Board shall not grant or impose powers or duties inconsistent with statutory provisions.

ARTICLE IV
Confirming Actions heretofore Taken

Section 1. All actions heretofore taken by the Public Defender of Cortland County appointed by Resolution of this Board, Number 121 for the year 1965 to the position created by Resolution of this Board and Number 121 for the year 1965 and all expenditures heretofore

(If additional space is needed, please attach sheets of the same size as this and number each)

or hereafter made by the County in connection with said Office of Public Defender before the effective date of this law are hereby authorized, ratified and confirmed.

ARTICLE V
Effective Date

Section 1. This Local Law shall be, and become effective on January 1, 1967

ON MOTION OF *M. Colasurdo*

RESOLUTION NO. *235*

ADOPTING LOCAL LAW NO. 2 FOR THE YEAR 1966

WHEREAS, proposed local law No. 2 for the year 1966 providing for the creation of the office of Public Defender, fixing the term of office, compensation and duties was introduced by Mr. Hollister, a member of this Board at the meeting of this Board held on December 8, 1966, and

WHEREAS, said local law has been in its final form upon the desks of the members at least 7 calendar days exclusive of Sunday prior to this date; and

WHEREAS, a public hearing thereon has been held before this Board after publication of notice thereof as required by law.

Now, therefore, be it

RESOLVED, that Local Law No. 2 for the year 1966 entitled "A Local Law Providing for the Creation of the Office of Public Defender, fixing the term of office, compensation and duties" be passed and enacted in the following form effective January 1, 1967:

LOCAL LAW NO. 2 FOR THE YEAR 1966

A LOCAL LAW PROVIDING FOR THE CREATION OF THE OFFICE OF PUBLIC DEFENDER, FIXING THE TERM OF OFFICE, COMPENSATION AND DUTIES

Be it enacted, by the Board of Supervisors of the County of Cortland, State of New York, as follows:

ARTICLE I

Office of Public Defender

Section 1. The office of Public Defender in the County of Cortland, State of New York, be and hereby is, created effective January 1, 1967.

ARTICLE II

Appointment, Terms of and Compensation for Office

- Section 1. The Public Defender shall be designated and appointed by resolution of the Board of Supervisors of Cortland County.
- Section 2. The term of the Public Defender shall be for one year from January 1, 1967 to December 31, 1967 and thereafter for a term of two years.
- Section 3. The Compensation for the office of Public Defender shall be fixed by resolution of the Board of Supervisors prior to making such appointment and shall not be increased or decreased during the term of office for which the appointment was made except as authorized by law.

ARTICLE III

Powers and Duties

- Section 1. The Public Defender shall have such powers and duties as provided by Article 18-A of the County Law and such other powers and duties as may be granted or imposed by statute or resolution of the Board of Supervisors of Cortland County provided, however, that said Board shall not grant or impose powers or duties inconsistent with statutory provisions.

ARTICLE IV

Confirming Actions Heretofore Taken

- Section 1. All actions heretofore taken by the Public Defender of Cortland County appointed by Resolution of this Board, Number 141 for the year 1965 to the position

created by Resolution of this Board Number 121 for the year 1965 and all expenditures heretofore or hereafter made by the County in connection with said Office of Public Defender before the effective date of this Law are hereby authorized, ratified, and confirmed.

ARTICLE V

Effective Date

Section 1. This Local Law shall be, and become effective on January 1, 1967.

STATE OF NEW YORK }
County of Cortland } ss.:
Board of Supervisors }

I, Albert C. Kenney, Clerk of the Board of Supervisors of the County of Cortland, New York, do hereby certify, that a Resolution, of which the foregoing is a copy, was duly adopted by said Board at a meeting of said Board, held December 20, 1966; that the same is now in full force and effect; that I have compared the foregoing copy with the original Resolution, and that the same is a correct transcript of such original and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Board of Supervisors of the County of Cortland, New York, at the City of Cortland, this 20th day of December, 1966.

Albert C. Kenney
Clerk



CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

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

MICHAEL R. CARDINALE
ADMINISTRATOR

DONNA JOHNSON
SECRETARY

JPS Meeting-May 2021 Report

Denials: 0 financially ineligible
1 type of case

CONFLICT

Family Court:	67
Criminal:	
Felonies	20
Misdemeanors	36
Violations	7
Other	41
Infractions	0
Total	171

PUBLIC DEFENDER ASSIGNMENTS

Family Court	41
Criminal:	
Felonies	7
Misdemeanors	23
Violations	2
Other	18
Infractions	0
Total	91

Total PD cases assigned: Assigned by AC- 91
Assigned by Courts- 110
201

Total Cases Assigned

171+ 201 = 372

(61 more assignments compared to April)

COUNSEL AT FIRST ARRAIGNMENT		
After hours	18B	PD
May 2021	19	41
April 2021	9	34
March 2021	9	24
February 2021	10	18
January 2021	9	10
December 2020	8	8
November 2020	10	14
October 2020	4	18
September 2020	14	26
August 2020	6	13
Not After hours		
May 2021	4	48
April 2021	3	34
March 2021	3	31
February 2021		28
January 2021		27
December 2020		4
November 2020		29
October 2020		53
September 2020		41
August 2020		49

ILS Hurrell-Harring Grant Money

\$57,021.06 received 3/19/20

\$52,941.00 received 10/28/20

Attachment: JPS May 2021 (8589 : Assigned Counsel Monthly Report)

JUNE 2020

911

- Staffing issues
 - New employee starts June 14
 - One dispatchers on FMLA
 - Currently one ADA compliance situation in dispatch.
- Fiber optic lines have been installed in PSB; awaiting further installation by IT
- New servers have arrived for Spillman CAD – awaiting installation by IT
- All 911 - tower generators have had spring service
 - Lapeer Generator is in need of significant repairs. Replacement has been ordered.
 - Cuyler Generator repaired
 - Cortlandville generator now under county maintenance contract
- Auto discovery recordings case load is increasing significantly
- Grant review by NYS is complete
- Submitted requested documentation for auto discovery grant reimbursement
- Grant applications submitted
 - PSAP operations
 - SICG formula

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 2021.

Emergency Management

- COVID response
 - County quarantine locations reported to 911 system
- All hazard plan with Tetra Tech has been accepted by FEMA; now begins the process of acceptance by each municipality in the County

Fire Service

- Using NYS State fire for Fire investigations
- Small group exploring grant opportunities for new radios.
- Still supporting repairs to radios under grant funding
- New paging base being installed in Willet this month

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YEAR-TO-DATE BUDGET REPORTP
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FOR 2021 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A341043 FIRE / EMERGENCY MANAGEMENT							
A341043 43306 20HSG HOMELAND SEC	-24,900	0	-24,900	.00	.00	-24,900.00	.0%*
TOTAL FIRE / EMERGENCY MANAGEMENT	-24,900	0	-24,900	.00	.00	-24,900.00	.0%
A341044 FIRE / EMERGENCY MANAGEMENT							
A341044 44305 20EMP FIRE/EMERGEN	-23,162	0	-23,162	-6,408.00	.00	-16,754.00	27.7%*
TOTAL FIRE / EMERGENCY MANAGEMENT	-23,162	0	-23,162	-6,408.00	.00	-16,754.00	27.7%
A34105 FIRE / EMERGENCY MANAGEMENT							
A34105 43306 19SHS HOMELAND SECU	0	-3,229	-3,229	.00	.00	-3,228.59	.0%*
A34105 44389 19HMG OTHER PUBLIC	0	-10,030	-10,030	.00	.00	-10,030.07	.0%*
A34105 44389 23SHS OTHER PUBLIC	0	-57,278	-57,278	.00	.00	-57,278.00	.0%*
A34105 51005 PERSONAL SERVICES	93,679	0	93,679	44,906.69	.00	48,772.31	47.9%
A34105 51005 20EMP PERSONAL SERV	23,162	0	23,162	6,408.00	.00	16,754.00	27.7%
A34105 51005 20HSG PERSONAL SERV	24,900	0	24,900	.00	.00	24,900.00	.0%
A34105 52015 Department Specifi	2,500	0	2,500	.00	2,479.44	20.56	99.2%
A34105 52015 23SHS Department Sp	0	47,278	47,278	16,377.36	6,000.00	24,900.64	47.3%
A34105 54000 TELEPHONE	0	45	45	45.00	.00	.00	100.0%
A34105 54000 19SHS TELEPHONE, CE	0	3,229	3,229	2,349.79	.00	878.80	72.8%
A34105 54001 PRINTING/COPYING	750	0	750	219.00	531.00	.00	100.0%
A34105 54005 Office Materials &	750	0	750	576.97	.00	173.03	76.9%
A34105 54006 Medical Materials	400	0	400	400.00	.00	.00	100.0%
A34105 54012 SPECIAL SUPPLIES &	3,000	-3,000	0	.00	.00	.00	.0%
A34105 54015 Maintenance Agreem	10,000	0	10,000	3,981.73	5,870.58	147.69	98.5%
A34105 54015 23SHS Maintenance A	0	10,000	10,000	.00	.00	10,000.00	.0%
A34105 54020 POSTAGE	500	0	500	.00	.00	500.00	.0%
A34105 54025 UTILITIES	4,500	0	4,500	1,675.00	.00	2,825.00	37.2%
A34105 54035 EDUCATION & TRAINI	8,000	500	8,500	7,383.45	180.00	936.55	89.0%
A34105 54040 ASSOC/MEMBERSHIP D	200	0	200	200.00	.00	.00	100.0%
A34105 54045 Travel & Sustenanc	500	3,876	4,376	.00	.00	4,375.76	.0%
A34105 54047 MILEAGE REIMBURSEM	5,000	-5,000	0	.00	.00	.00	.0%
A34105 54048 Prog Spec Material	0	3,500	3,500	3,061.37	.00	438.63	87.5%
A34105 54050 Equip. Repairs & M	1,400	566	1,966	1,066.00	900.00	.00	100.0%

Attachment: A3410 JPS report June 2021 (8622 : DOERC June 2021 Report)

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Cortland County
YEAR-TO-DATE BUDGET REPORT

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FOR 2021 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A34105 54055 19HMG PROFESSIONAL	0	10,030	10,030	3,570.66	6,459.41	.00	100.0%
A34105 54074 VEHICLE INSURANCE	900	26	926	926.21	.00	.00	100.0%
A34105 54078 Fuel	2,000	0	2,000	645.44	234.00	1,120.56	44.0%
A34105 54085 CLOTHING & UNIFORM	500	0	500	.00	.00	500.00	.0%
A34105 54300 Vehicle Repairs &	2,000	0	2,000	654.98	.00	1,345.02	32.7%
A34105 58020 RETIREMENT	19,844	0	19,844	.00	.00	19,844.00	.0%
A34105 58030 FICA	10,843	0	10,843	3,714.94	.00	7,128.06	34.3%
A34105 58040 WORKERS COMP	3,990	53	4,043	4,043.03	.00	.00	100.0%
A34105 58060 HEALTH INS	25,789	0	25,789	5,779.40	.00	20,009.27	22.4%
A34105 58062 DENTAL INS	180	0	180	69.60	.00	110.40	38.7%
A34105 58065 VISION CARE BENEFI	40	0	40	15.00	.00	25.00	37.5%
TOTAL FIRE / EMERGENCY MANAGEMENT	245,327	566	245,893	108,069.62	22,654.43	115,168.62	53.2%
TOTAL GENERAL FUND	197,265	566	197,831	101,661.62	22,654.43	73,514.62	62.8%
TOTAL REVENUES	-48,062	-70,537	-118,599	-6,408.00	.00	-112,190.66	
TOTAL EXPENSES	245,327	71,103	316,429	108,069.62	22,654.43	185,705.28	

Attachment: A3410 JPS report June 2021 (8622 : DOERC June 2021 Report)

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Cortland County
YEAR-TO-DATE BUDGET REPORT
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FOR 2021 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	197,265	566	197,831	101,661.62	22,654.43	73,514.62	62.8%

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

Attachment: A3410 JPS report June 2021 (8622 : DOERC June 2021 Report)

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FOR 2021 12

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A302041 EMS - DERC							
A302041 41140 EMERGENCY PHONE S	-182,000	0	-182,000	-46,694.88	.00	-135,305.12	25.7%*
TOTAL EMS - DERC	-182,000	0	-182,000	-46,694.88	.00	-135,305.12	25.7%
A302043 EMS - ERC							
A302043 43306 20HSG HOMELAND SEC	0	-108,035	-108,035	.00	.00	-108,034.59	.0%*
A302043 43306 PSP HOMELAND SECUR	-60,000	0	-60,000	.00	.00	-60,000.00	.0%*
TOTAL EMS - ERC	-60,000	-108,035	-168,035	.00	.00	-168,034.59	.0%
A302046 EMS - DERC							
A302046 42410 RENTAL OF RADIO T	-37,200	0	-37,200	-12,800.00	.00	-24,400.00	34.4%*
TOTAL EMS - DERC	-37,200	0	-37,200	-12,800.00	.00	-24,400.00	34.4%
A30205 EMERGENCY RESPONSE & COMMUNCTN							
A30205 44960 COV19 FEMA DISASTER	0	-2,000	-2,000	.00	.00	-2,000.00	.0%*
A30205 51005 PERSONAL SERVICES	914,494	0	914,494	336,565.97	.00	577,928.03	36.8%
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	30,088.35	.00	79,911.65	27.4%
A30205 51035 OTHER COMPENSATION	22,788	0	22,788	1,099.76	.00	21,688.24	4.8%
A30205 52005 Capital Office Equ	700	0	700	.00	.00	700.00	.0%
A30205 52015 19PSP Department Sp	0	900	900	900.00	.00	.00	100.0%
A30205 52015 20HSG Department Sp	0	250,818	250,818	179,281.46	70,765.18	771.17	99.7%
A30205 52060 Capital Computer E	0	18,365	18,365	18,365.00	.00	.00	100.0%
A30205 54000 TELEPHONE	38,500	0	38,500	18,253.41	14,825.42	5,421.17	85.9%
A30205 54001 COPYING/PRINTING	500	0	500	.00	.00	500.00	.0%
A30205 54005 Office Materials &	1,500	0	1,500	1,296.49	.00	203.51	86.4%
A30205 54014 RENEWALS MTN AGREE	286,000	-286,000	0	.00	.00	.00	.0%
A30205 54015 Maintenance Agreem	0	267,635	267,635	180,480.46	30,485.34	56,669.20	78.8%
A30205 54020 POSTAGE	500	0	500	77.67	.00	422.33	15.5%

Attachment: A3020 JPS June 2021 (8622 : DOERC June 2021 Report)

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ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A30205 54025 UTILITIES	42,000	0	42,000	14,420.91	20,849.45	6,729.64	84.0%
A30205 54035 EDUCATION & TRAINI	7,500	0	7,500	4,031.45	718.00	2,750.55	63.3%
A30205 54040 ASSOC/MEMBERSHIP D	250	0	250	65.00	.00	185.00	26.0%
A30205 54045 Travel & Sustenanc	1,000	0	1,000	263.00	298.00	439.00	56.1%
A30205 54048 COV19 Prog Spec Mat	0	23,000	23,000	23,732.43	25.77	-758.20	103.3%*
A30205 54050 Equip. Repairs & M	7,500	30,000	37,500	18,884.32	285.43	18,330.25	51.1%
A30205 54055 COV19 PROFESSIONAL	0	30,640	30,640	30,640.00	.00	.00	100.0%
A30205 54060 LEGAL NOTICES / AD	200	0	200	.00	.00	200.00	.0%
A30205 54067 REAL PROPERTY RENT	30	0	30	20.00	.00	10.00	66.7%
A30205 54070 INSURANCE	49,086	0	49,086	52,185.84	.00	-3,099.84	106.3%*
A30205 54085 CLOTHING & UNIFORM	7,680	0	7,680	1,770.21	2,338.64	3,571.15	53.5%
A30205 54213 I/D COPIER	525	0	525	164.48	.00	360.52	31.3%
A30205 58020 RETIREMENT	154,953	0	154,953	.00	.00	154,953.00	.0%
A30205 58030 FICA	84,671	0	84,671	26,789.60	.00	57,881.40	31.6%
A30205 58040 WORKERS COMP	33,915	0	33,915	34,365.79	.00	-450.79	101.3%*
A30205 58060 HEALTH INS	224,585	0	224,585	59,914.35	.00	164,670.25	26.7%
A30205 58062 DENTAL INS	1,534	0	1,534	474.89	.00	1,059.11	31.0%
A30205 58065 VISION CARE BENEFI	333	0	333	82.50	.00	250.50	24.8%
A30205 97100 2E911 SERIAL BOND P	108,800	0	108,800	.00	108,800.00	.00	100.0%
A30205 97110 2E911 SERIAL BOND I	73,066	0	73,066	36,533.00	36,533.00	.00	100.0%
TOTAL EMERGENCY RESPONSE & COMMUNCTN	2,232,610	333,358	2,565,967	1,070,746.34	285,924.23	1,209,296.84	52.9%
TOTAL GENERAL FUND	1,953,410	225,323	2,178,733	1,011,251.46	285,924.23	881,557.13	59.5%
TOTAL REVENUES	-279,200	-110,035	-389,235	-59,494.88	.00	-329,739.71	
TOTAL EXPENSES	2,232,610	335,358	2,567,967	1,070,746.34	285,924.23	1,211,296.84	

Attachment: A3020 JPS June 2021 (8622 : DOERC June 2021 Report)

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	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	1,953,410	225,323	2,178,733	1,011,251.46	285,924.23	881,557.13	59.5%

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

Attachment: A3020 JPS June 2021 (8622 : DOERC June 2021 Report)

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ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A11855 CORONERS							
A11855 51010 PART-TIME PAY	50,484	0	50,484	15,377.86	.00	35,106.14	30.5%
A11855 54000 TELEPHONE	400	0	400	36.52	.00	363.48	9.1%
A11855 54001 COPYING/PRINTING	400	0	400	.00	.00	400.00	.0%
A11855 54005 Office Materials &	500	250	750	249.80	.00	500.20	33.3%
A11855 54012 SPECIAL SUPPLIES &	400	-400	0	.00	.00	.00	.0%
A11855 54020 POSTAGE	100	0	100	5.82	.00	94.18	5.8%
A11855 54040 ASSOC/MEMBERSHIP D	220	0	220	.00	.00	220.00	.0%
A11855 54045 Travel & Sustenanc	1,200	0	1,200	.00	59.92	1,140.08	5.0%
A11855 54046 REMOVAL/TRANSFER/M	22,000	-22,000	0	.00	.00	.00	.0%
A11855 54048 Prog Spec Material	0	400	400	.00	.00	400.00	.0%
A11855 54055 PROFESSIONAL SERVI	4,000	-400	3,600	575.29	.00	3,024.71	16.0%
A11855 54070 INSURANCE	155	0	155	178.30	.00	-23.26	115.0%*
A11855 54071 MALPRACTICE/SPECIA	131	0	131	197.76	.00	-66.47	150.6%*
A11855 54074 VEHICLE INSURANCE	284	0	284	308.74	.00	-24.46	108.6%*
A11855 54075 OFFICE EQUIPMENT	250	-250	0	.00	.00	.00	.0%
A11855 54078 Fuel	1,500	0	1,500	165.34	.00	1,334.66	11.0%
A11855 54300 Vehicle Repairs &	0	400	400	79.80	.00	320.20	20.0%
A11855 54500 MEDICAL FEES & SER	60,000	-60,000	0	.00	.00	.00	.0%
A11855 54615 CONTRACTED MEDICAL	0	82,000	82,000	29,528.29	41,421.71	11,050.00	86.5%
A11855 58020 RETIREMENT	7,068	0	7,068	.00	.00	7,068.00	.0%
A11855 58030 FICA	3,862	0	3,862	1,029.52	.00	2,832.52	26.7%
A11855 58040 WORKERS COMP	1,990	0	1,990	2,016.45	.00	-26.45	101.3%*
A11855 58060 HEALTH INS	25,789	0	25,789	7,357.10	.00	18,431.57	28.5%
A11855 58062 DENTAL INS	180	0	180	20.88	.00	159.60	11.6%
A11855 58065 VISION CARE BENEFI	39	0	39	9.00	.00	30.20	23.0%
TOTAL CORONERS	180,953	0	180,953	57,136.47	41,481.63	82,334.90	54.5%
TOTAL GENERAL FUND	180,953	0	180,953	57,136.47	41,481.63	82,334.90	54.5%
TOTAL EXPENSES	180,953	0	180,953	57,136.47	41,481.63	82,334.90	

Attachment: Coroner Monthly Budget Report - June (8632 : June Monthly Budget Report - Coroner)