Judiciary & Public Safety Committee

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

Committee Meeting

~ Minutes ~

Thursday, July 8, 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	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	
Mark Helms	Cortland County, NY	Sheriff	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Valerie Puma	Cortland Standard	Reporter	Present	
George Wagner	Cortland County, NY	Board Member	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Nicole Albro	Cortland County, NY	Probation Director	Present	
Patrick Perfetti	Cortland County, NY	District Attorney	Present	
Keith Dayton	Cortland County, NY	Public Defender	Present	
Jeri DuVall	Cortland County, NY	Assistant County Attorney	Present	
Paul Heider	Cortland County, NY	Chair, Legislature	Present	

MINUTES

Judiciary & Public Safety Committee - Committee Meeting - Jun 10, 2021 9:00 AM

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

RESOLUTIONS

Assigned Counsel

AGENDA ITEM NO. 1 – Renew Agreement with Rural Law Center for Indigent Defense Appeals - Assigned Counsel

RESULT:	**APPROVED [UNANIMOUS]** **Next: 7/13/2021 10:00 AM**
MOVER:	Christopher Newell, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price

ON MOTION OF PRICE **RESOLUTION NO.**

Renew Agreement with Rural Law Center for Indigent Defense Appeals - Assigned Counsel

WHEREAS, the Cortland County Office of Assigned Counsel keeps records of attorney vouchers for assigned appeals in the county, AND

WHEREAS, Cortland County has previously contracted with the Rural Law Center of Central New York ("RLC) to be its exclusive provider of legal services for Cortland County appeals, AND

WHEREAS, RLC has agreed that such exclusivity will be limited to criminal appeals and no fewer than four family court appeals per contractual year, providing local 18-b panel attorneys an opportunity to participate in the appellate panel program, AND

WHEREAS, the RLC has agreed that such services shall be paid at the rate of $2,500.00 per appeal, not including the cost of Family Court transcripts, which the County pays for, if Cortland County agrees to a two year contract period beginning on September 1, 2021 and ending on August 31, 2023, NOW THEREFORE BE IT

RESOLVED, the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign the agreement with the Rural Law Center of Central New York ("RLC") for provision of appellate representation to indigent parties, as discussed above, for the period from September 1, 2021 through August 31, 2023 at the rate of $2,500.00 per appeal, AND BE IT FURTHER

RESOLVED, that the funds for this agreement shall be taken from A11755.54055, Professional Services.

AGENDA ITEM NO. 2 – Abolish Keyboard Specialist/Create Information Processing Clerk - Assigned Counsel

RESULT:	**APPROVED [UNANIMOUS]** **Next: 7/13/2021 10:00 AM**
MOVER:	Ronald J. Van Dee, Committee Member
SECONDER:	Christopher Newell, Committee Member
AYES:	Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price

ON MOTION OF PRICE **RESOLUTION NO.**

Abolish Keyboard Specialist/Create Information Processing Clerk - Assigned Counsel

WHEREAS, the needs of the office will be better served by abolishing one (1) full-time Keyboard Specialist position and creating one (1) full-time Information Processing Clerk position in the Assigned Counsel Office, AND

WHEREAS, the Judiciary & Public Safety Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Keyboard Specialist (Grade 5, $14.9573-$18.7442/hour, CSEA, competitive class, full-time 35 hours/week with benefits) be and hereby is abolished effective July 22, 2021 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Information Processing Clerk (Grade 8, $16.3259-$20.4594/hour, CSEA, competitive class, full-time 35 hours/week with benefits) be created with permission to fill effective July 23, 2021 at 12:01 am.

Emergency Services/Communications

AGENDA ITEM NO. 3 – Authorize Extension of Contract 091-15-New York State Department of Homeland Security - Department of Emergency Response and Communications

RESULT:	**APPROVED [UNANIMOUS]** **Next: 7/13/2021 10:00 AM**
MOVER:	Christopher Newell, Committee Member
SECONDER:	Susan Wilson, Committee Member
AYES:	Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price

ON MOTION OF PRICE **RESOLUTION NO.**

Authorize Extension of Contract 091-15-New York State Department of Homeland Security - Department of Emergency Response and Communications

WHEREAS, the Cortland County Department of Emergency Response was awarded a grant through the New York State Department of Homeland Security and Emergency Services for the installation and use of the software system called Mutualink, AND

WHEREAS, the Cortland County Legislature authorized a contract under Resolution No. 162-15, dated May 28, 2015 for the use and acceptance of the software and equipment called Mutualink, AND

WHEREAS, the Cortland County Legislature and the New York State Department of Homeland Security and Emergency Services has previously extended the original contract under resolution 278-18, dated July 26, 2018, AND

WHEREAS, the NYS Department of Homeland Security and Emergency Services has re-authorized the grant award for a new contract ending of March 31, 2024 at no cost to the County, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Administrator, upon review and approval of the County Attorney or their designee, be and hereby is authorized to sign a contract extension to Contract 091-15 authorized under Resolution No. 162-15 and 278-18 for the new time period ending March 31, 2024 with the New York State Department of Homeland Security and Emergency Services.

AGENDA ITEM NO. 4 – Accept Federal Government Surplus Real Property - FAA Tower Site – 3350 South Hill Road, Cortlandville – Department of Emergency Response and Communications

RESULT:	**APPROVED [UNANIMOUS]** **Next: 7/13/2021 10:00 AM**
MOVER:	Christopher Newell, Committee Member
SECONDER:	Susan Wilson, Committee Member
AYES:	Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price

ON MOTION OF PRICE **RESOLUTION NO.**

Accept Federal Government Surplus Real Property - FAA Tower Site – 3350 South Hill Road, Cortlandville – Department of Emergency Response and Communications

WHEREAS, the United States Government office of General Services Administration has posted notice of surplus determination for federal real property described as FAA McGraw RCLR site, 3350 South Hill Road, Cortland, NY GSA Control Number: 1-U-NY-1019-AA, dated May 17, 2021, AND

WHEREAS, the United States Government office of General Services administration through the Federal Emergency Management Agency (FEMA) is offering the property at 3350 South Hill Road to Cortland County at no charge under the Public Benefit Conveyance for Emergency Management Response purposes under Title 40, United Stated Code 553, AND

WHEREAS, the property at 3350 South Hill road is currently landlocked and exempt from property taxes so its acquisition by Cortland County will not affect the County's property tax revenues, AND

WHEREAS, the United States Government has removed the radio tower and communications building at 3350 South Hill Road, AND

WHEREAS, the Cortland County Department of Emergency Response and Communications has desired interest in obtaining the property at 3350 South Hill Road, AND

WHEREAS, the acquisition of the property will greatly enhance the physical security of the County's existing Cortlandville Tower site and prevent any future development on the property that may be detrimental to the operation of the Cortlandville Tower, AND

WHEREAS, if approved the County would have to agree that the deed for the property would include a covenant requiring the property to be used and maintained for emergency management response purposes in perpetuity, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign a contract to execute real property acquisition documents with the Federal Emergency Management Agency (FEMA) for 3350 South Hill Road, Cortland, New

York.

AGENDA ITEM NO. 5 – Amend 2021 Budget to Accept 2020 Public Safety Answering Points Operations Grant and Authorize Agreement - Department of Emergency Response & Communications

RESULT:	**APPROVED [UNANIMOUS]** **Next: 7/13/2021 10:00 AM**
MOVER:	Christopher Newell, Committee Member
SECONDER:	Ronald J. Van Dee, Committee Member
AYES:	Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price

ON MOTION OF PRICE **RESOLUTION NO.**

Amend 2021 Budget to Accept 2020 Public Safety Answering Points Operations Grant and Authorize Agreement - Department of Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a Public Safety Answering Points Operations Grant (PSAP) grant in the amount of $188,819, resulting in no new county costs, in support of Public Safety Answering Point operations, AND

WHEREAS, the fiscal period for this grant is January 1, 2021 to December 31, 2021, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

		Current	Change	Revised
INCREASE REVENUE BUDGET:				
A302043.43306.PSP	DHSES Grant	$60,000	$128,819	$188,819
INCREASE EXPENDITURE BUDGET:				
A30205.51005.PSP	Personal Services	$60,000	$18,328	$78,328
A30205.54015.PSP	Maintenance Agreements	$0	$110,491	$110,491

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or her designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $188,819, 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. 6 – Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant and Authorize Agreement -Department of Emergency Response & Communication

RESULT:	**APPROVED [UNANIMOUS]**
	Next: 7/13/2021 10:00 AM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Mitchel Eccleston, Committee Member
AYES:	Newell, Van Dee, Stock, Bischoff, Wilson, Eccleston
EXCUSED:	Sandra Price

ON MOTION OF PRICE **RESOLUTION NO.**

Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant and Authorize Agreement -Department of Emergency Response & Communication

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYSDHSES) has awarded the Cortland County Department of Emergency Response and Communications a Hazardous Materials Emergency Preparedness (HMEP) grant in the amount of $5,172, resulting in no new county costs, in support of State Hazardous Materials Emergency Preparedness, AND

WHEREAS, the fiscal period for this grant is April 1, 2021 to July 31, 2022, NOW THEREFORE BE IT

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

RESOLVED, that the 2021 budget is amended as follows:

	Current	Change	Revised
INCREASE REVENUE BUDGET:			
A341044.44305.22HMP DHSES Grant	$0	$5,172	$5,172
INCREASE EXPENDITURE BUDGET:			
A34105.54048.22HMP Prog Spec Materials & Supp	$0	$5,172	$5,172

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or their designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $5,172, 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.

MONTHLY REPORTS

1. Probation Department Monthly Reports

RESULT:	**COMPLETED**

2. Assigned Counsel Monthly Activities Report

RESULT:	**COMPLETED**

3. July Report - Department of Emergency Response & Communications

RESULT:	**COMPLETED**

4. Monthly Budget Report - Coroners

RESULT:	**COMPLETED**

5. DA Monthly STAT Report

RESULT:	**COMPLETED**

6. PD May 2021 JPS Report

RESULT:	**COMPLETED**

DISCUSSION ITEMS

ADJOURNMENT

The meeting was closed at 9:23 AM

Judiciary & Public Safety Committee

Committee Meeting

~ 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

ON MOTION OF BISCHOFF **RESOLUTION NO.**

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 herby 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

ON MOTION OF PRICE **RESOLUTION NO.**

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

A359900	Appropriated Fund Balance $45,000

DISCUSSION ITEMS

1. School Bus Stop-Arm Program

RESULT:	**COMPLETED**

REPORTS

1. Assigned Counsel Monthly Report

RESULT:	**COMPLETED**

2. DOERC June 2021 Report

RESULT:	**COMPLETED**

3. June Monthly Budget Report - Coroner

RESULT:	**COMPLETED**

ADJOURNMENT

The meeting was closed at 9:51 AM

NEW YORK STATE | Homeland Security and Emergency Services | Interoperable and Emergency Communications

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner, DHSES

MICHAEL A. SPRAGUE
Director

Contract No. X600110

INTERGOVERNMENTAL
MEMORANDUM OF AGREEMENT

By and Between

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
and
Cortland County
for
TEMPORARY LOAN OF INTEROPERABLE COMMUNICATIONS RESOURCES

This Intergovernmental Memorandum of Agreement ("MOA") is entered by and between the State of New York **Division of Homeland Security and Emergency Services** ("DHSES" or "State of New York") with offices located at 1220 Washington Avenue, State Office Campus, Building 7A, 7th Floor, Albany, New York 12226 and the County of Cortland ("County") with offices located at 60 Central Avenue, Cortland, New York 13045. The foregoing DHSES and/or County shall sometimes be referred to herein individually as "Party" and collectively as "Parties." For the purposes of this agreement the term "county" or "counties" shall include the City of New York.

WITNESSETH:

WHEREAS, DHSES has acquired the hardware, software, and user Mutualink Edge Subscription Services for Mutualink Interoperability platforms and wishes to temporarily loan or continue to loan such equipment at no cost to New York State counties for communications purposes; and

WHEREAS, this MOA establishes the responsibilities, rules, and procedures for the deployment and use of the equipment, software, and user subscriptions provided to the County by DHSES;

WHEREAS, the County acknowledges receipt of said equipment;

NOW, **THEREFORE**, in consideration of the promises set forth herein, be it known that DHSES hereby grants a temporary revocable permit to County, to use or continue to use the Interoperable Communications Resources designated in Section 2, subject to the terms and conditions as hereinafter provided:

1. **PURPOSE**

DHSES is providing the opportunity for each county to receive and use or continue to use equipment, software, and/or Mutualink Edge Subscription Service (hereinafter "Interoperable Communications Resources"), further described in Section 2, which will allow counties to communicate on a common platform for emergency management and public safety planning and response purposes. These resources are being provided on a loan basis and title to the Interoperable Communications Resources shall remain with the State at all times. The State has the right to recall the Interoperable Communications Resources at any time upon notification to the County, including the termination of the Edge User Subscription Service. In the event the State seeks to transfer title and ownership of any of the Interoperable Communications Resources described herein, the parties must execute a separate, mutually acceptable written agreement. The Parties acknowledge that the Interoperable Communications Resources issued under the terms and conditions of this MOA are not intended to provide all the equipment (hardware/software) appropriate and necessary for the operation of an interoperability network, and that the Interoperable Communications Resources issued are intended to enhance the ability of the County to successfully communicate with the State, other user local jurisdictions within the State, and adjoining states.

2. **DESCRIPTION OF INTEROPERABLE COMMUNICATIONS RESOURCES**

DHSES agrees to provide or continue to provide to the County on a temporary loan basis, a copy of Mutualink Edge software with up to fifteen (15) User Subscriptions for County use, in addition to network interface controllers (NIC) to tie into available County media capabilities. All hardware, software, and licenses shall be collectively referred to herein as "equipment" or "Interoperable Communications Resources." The specific Interoperable Communications Resources loaned to the County pursuant to this MOA are hereby attached as Attachment A.

3. **TERM AND TERMINATION OF AGREEMENT**

3.1 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of the State Comptroller and shall terminate March 31, 2024, unless terminated earlier pursuant to the terms of this agreement.

3.2 DHSES may terminate this MOA immediately, upon written notice of termination to the County, if the County fails to comply with the terms and conditions of this MOA and/or with any laws, rules, regulations, policies, or procedures affecting this MOA. The termination shall be effective in accordance with the terms of the notice outlined in Section 17. DHSES reserves the right to take back the Interoperable Communications Resources in the event of a breach of this MOA or if the Interoperable Communications Resources are not being used to its full potential or are being misused.

3.3 Either party shall have the right to terminate this MOA early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.

3.4 Upon termination of the agreement or upon the request of DHSES, the County shall return all remaining equipment, less ordinary wear and tear, to DHSES. Any subscription or non-hardware services shall be terminated by DHSES pursuant to the notice provisions of this Agreement. The County agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Interoperable Communications Resources to DHSES within fifteen (15) business days.

4. **TERMS OF USE**

The Parties agree that the County shall continue in possession of the Interoperable Communications Resources provided the County complies with the following conditions:

4.1 The County specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars ($50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimate value of such consideration exceeds ten thousand ($10,000), it shall not be valid, effective, or binding upon the State until it has been approved by the New York State Attorney General and the State Comptroller (OSC) and filed in the OSC.

4.2 The Parties agree that the County may use the Interoperable Communications Resources for emergency management and public safety planning and response. The County shall also be permitted to use such Interoperable Communications Resources for all other official public safety and emergency management communications on a day-to-day basis. The County agrees it shall keep the Interoperable Communications

Resources online and ready for use. At a minimum, the County agrees to maintain at least one instance of the Interoperable Communications Resources connected and ready for use at all times (24 hours/7 days), except when the Interoperable Communications Resources are unavailable due to maintenance by the vendor.

4.2.1 Unless otherwise agreed to by DHSES in writing, the County agrees that it shall only assign licenses to agencies responsible for public safety. For purposes of this Agreement, agencies involved in Public Safety are defined as those offices or entities responsible for the welfare and protection of the general public, including law enforcement, fire service, emergency management, 911 and communications, EMS, and county-owned and controlled utilities, transportation, and public health. Assignment to a non-County public safety agency is only permitted upon the execution of a written agreement between the County and the non-County user(s) incorporating the terms and conditions of this Agreement. The County shall be solely responsible to DHSES to ensure that all users of licenses loaned under this Agreement are compliant with the terms and conditions thereof.

4.2.2 Assignment of licenses covered under this Agreement by the County to non-County public safety agencies must first receive the prior written approval by DHSES.

4.3 The County shall be required to test the entire system on no less than a monthly basis and shall provide notice of such test to dhses.oiec@dhses.ny.gov. Such testing shall include, at minimum, one of the following four (4) possible tests:

1) Placing a call to another county. Neighboring counties may wish to arrange for scheduled testing;
2) Placing a call to the State Watch Center;
3) Placing a call to Mutualink tech support; and/or
4) Placing a call to another user within the County.

4.4 The County agrees that it shall participate, upon reasonable advance notice, in drills, exercises, or other events sponsored by the State involving the use of such Interoperable Communications Resources.

4.5 The County agrees that it shall invite DHSES to all incident sessions initiated utilizing the Interoperable Communications Resources.

4.6 The County shall ensure that only qualified persons will utilize the Interoperable Communications Resources and that it shall verify that such persons have received any applicable training.

4.7 The County shall ensure that all intended users and operators of the Interoperable Communications Resources complete a State-provided orientation that will familiarize the County with the use of such, as appropriate.

4.8 The County agrees and understands that the County is solely responsible for its own access to the internet and electrical supply, which are necessary to ensure connection to the internet and accessibility to subscription services.

4.9 The County understands and agrees that the County is solely responsible to understand any and all data safety or security issues surrounding the use of the Interoperable Communications Resources and accommodate its use according to the capabilities and limitations of the Interoperable Communications Resources. As such, the County shall be responsible to educate its users pursuant to this Agreement of such capabilities and limitations.

4.10 The County understands and agrees that, on occasion, the vendor will be required to perform both routine and emergency maintenance to the Interoperable Communications Resources, which may be conducted with advanced notice or no notice at all. The County shall be prepared for use of alternative systems during planned and unplanned outages.

4.11 The County agrees to report inoperable equipment and/or inaccessible or offline services directly to the vendor and shall work with the vendor to resolve the situation until such equipment is rendered operable and/or services are brought back online.

4.12 The County agrees that it shall provide DHSES, its vendors, and subcontractors with reasonable time and opportunity to properly maintain the Interoperable Communications Resources in accordance with the manufacturer's recommendations and all applicable laws and regulations.

4.13 Notwithstanding any other provision of this agreement, the County understands and agrees that the State may take back the Interoperable Communications Resources at any time for any reason, or may redeploy the Interoperable Communications Resources if it is determined to be needed in another area as directed by DHSES, and that the County must make the Interoperable Communications Resources immediately available. DHSES shall provide reasonable notice, or the maximum notice possible under the circumstances, to the County Point of Contact.

4.14 The County agrees that it has no claim in law or equity concerning the Interoperable Communications Resources, including hardware, software, or licenses.

4.15 The County agrees that it shall not sell or otherwise transfer the Interoperable Communications Resources to any other entity without the express written permission of DHSES.

4.16 Subject to sections 4.2.1 and 4.15 of this Agreement, the County and DHSES hereby agree that a minimum of one license will be dedicated for, and provided to, each of the following County officials or offices:

1) County Public Safety Answer Point;
2) County Emergency Operations Center;
3) County Emergency Manager; and
4) County Fire Coordinator.

5. **OTHER TERMS**

5.1 The Parties acknowledge that the Interoperable Communications Resources issued under this MOA are not intended to provide all the resources appropriate and necessary for the County's communications capabilities but rather the Interoperable Communications Resources issued are intended to enhance the ability of the County to communicate with the State and other jurisdictions for emergency management and public safety planning and response.

5.2 The Parties acknowledge that the Interoperable Communications Resources issued or any resources to be issued in the future are subject to the availability of funding. The Parties reserve the right to expand the scope of the Interoperable Communications Resources distributed if funding is available.

6. **APPENDIX A**

Appendix A, Standard Clauses for All New York State Agreements, is hereby attached as Attachment B and made part of this Agreement and shall take precedence over all other terms of this Agreement.

7. **LOAN OF RESOURCES**

The Interoperable Communications Resources shall be loaned exclusively to the County only for the purposes set forth in this MOA. No other use of the equipment shall be authorized. DHSES shall retain title to the Interoperable Communications Resources loaned under this Agreement at all times. The County shall be responsible for all costs associated with preparing, packing, and transporting the equipment.

8. **COMPENSATION**

As compensation for this permit, the County shall pay DHSES a one-time administrative fee of $1.00; payment of same is hereby waived. As such, this Agreement shall not be construed to have any monetary value. Nonetheless, the parties agree that duties and responsibilities assigned to each party constitute valid consideration for this agreement. The County is responsible for all peripheral costs associated with use of the equipment, including internet and mobile data access, in addition to preparing, packing, and transporting the equipment for return to DHSES.

9. **COUNTY POINT OF CONTACT**

The County will designate its own member Point of Contact (County POC) for the purpose of arranging for and the installation, maintenance, and return of the equipment to DHSES. The County's POC shall also be responsible as a 24-hour point of contact for this Agreement and any issues arising from its existence and be responsible for maintaining the current state of the contact information. The County shall notify the DHSES Point of Contact of any changes to the County Point of Contact information below.

The County Point of Contact is:

[Insert name]
[Insert title, office]
[Insert agency]
[Insert address]
[Insert office number]
[Insert office email address]

10. **DHSES POINT OF CONTACT**

For the State of New York:

Michael A. Sprague
Director, Office of Interoperable and Emergency Communications
NYS Division of Homeland Security and Emergency Services
State Office Campus – Building 7A
1220 Washington Avenue
Albany, NY 12242
(518) 242-8275
Michael.Sprague@dhses.ny.gov

11. **CONDITIONS AND MAINTENANCE OF INTEROPERABLE COMMUNICATIONS RESOURCES**

11.1 DHSES will make its best effort to ensure that the Interoperable Communications Resources loaned under this Agreement are furnished to the County in a serviceable condition suitable for its intended use. However, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.

11.2 DHSES shall be responsible for the following: 1) ordering, purchasing, and accepting Interoperable Communications Resources; and 2) communicating to the Vendor the need to issue the Interoperable Communications Resources to the County.

11.3 The County shall be responsible to receive the Interoperable Communications Resources and document that the County's orientation with the Interoperable Communications Resources occurred. Additionally, the County shall, as appropriate, 1) provide periodic inventory reports to DHSES with the reports setting forth what equipment was issued; 2) assist in resolving equipment-related issues, such as defective equipment; 3) conduct any maintenance, as determined by DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfy any State or federal reporting requirements.

12. **INTEROPERABLE COMMUNICATIONS RESOURCES SECURITY**

Upon acceptance of the Interoperable Communications Resources, the County assumes all responsibility for secure storage, maintenance, and property accountability.

13. **NO THIRD-PARTY TRANSFERS**

This MOA or the Interoperable Communications Resources loaned hereunder shall not be transferred to any other party by the County without the express written permission of DHSES.

14. **RETURN OF EQUIPMENT**

Upon expiration or termination of the MOA, or upon the request of DHSES, the County shall be responsible to return all Interoperable Communications Resources to DHSES in the same condition as it was issued, less and except ordinary wear and tear, within fifteen (15) business days. The County is responsible for all costs associated with preparing, packing, and transporting the equipment, to DHSES. If the Interoperable Communications Resources are not returned, or not returned in good working order and repair, the County may be responsible to reimburse DHSES the replacement value of the Interoperable Communications Resources.

15. **LIABILITY AND INSURANCE**

15.1 The County shall indemnify and hold harmless the State of New York for any claims arising out of the use and deployment of the Interoperable Communications Resources. DHSES does not agree to any indemnification provisions in any documents attached hereto that require DHSES or the State of New York to indemnify or hold harmless the County or third parties. Notwithstanding anything to the contrary in this Agreement, DHSES shall not be liable to the County for any special, consequential, or punitive damages, or loss of profits or revenues, whether such damages are alleged as a result of tort (including strict liability) agreement, warranty, or otherwise, arising out of or relating to DHSES's acts or omissions under this Agreement. The County remains liable for damages attributable to their respective negligence, misconduct, or omissions without limitations.

15.2 Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee or any other between the Parties.

16. **INTERPRETATION**

This Agreement shall be interpreted according to the laws of the State of New York.

17. **NOTICES**

Any and all notifications, consents, and other communications to DHSES regarding the implementation, production, or operational production or operational processes of this Agreement shall be in writing. All notices permitted or required by this agreement shall be in writing and shall be transmitted either:

(a) via certified or registered United States mail, return receipt requested;
(b) by facsimile transmission;
(c) by personal delivery;
(d) by expedited delivery service; or
(e) by email.

18. **AMENDMENTS**

This Agreement may not be changed, altered, or modified except in writing and signed by both Parties and, if required, approved by both the Attorney General and Comptroller of the State of New York.

19. **ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this Agreement are hereby superseded.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the Parties.

ON BEHALF OF THE COUNTY:	**ON BEHALF OF DHSES:**
______________________________	______________________________
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________

Contractor Acknowledgement for MOA# X600110

State of New York)
)ss.
County of _______)
On this _______ day of _______, 20__, before me, the undersigned, personally appeared ______________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

____
(Signature and office of the person taking acknowledgment)

State of New York)
)ss.
County of _______)
On this _______ day of _______, 20__, before me, the undersigned, personally appeared ______________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

____
(Signature and office of the person taking acknowledgment)

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

And

Cortland County

Contract No. X600110

ATTACHMENT A

Quantity	Item
1	Cisco Router/VPN appliance
2	M500-610-001 Radio Network Interface Controller (RNIC); Serial Numbers R004505036; R004505062
10	Edge Client Software Licenses
1	Client Management Software License

From: OIEC, DHSES (DHSES)
To: Scott Roman
Cc: Sprague, Michael (DHSES); Delaney, Matthew (DHSES); Waidelich, Joann (DHSES)
Subject: 2021 Mutualink Memorandum of Agreement
Date: Tuesday, June 22, 2021 11:32:35 AM
Attachments: Cortland County Mutualink 2021 Contract .pdf
AppendixA.pdf

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Dear Mr. Roman,

The New York State Division of Homeland Security and Emergency Services provided your county with the Mutualink interoperability platform as part of Governor Cuomo's NY Responds initiative. We are pleased to announce that we are extending the term of the original agreement to March 31, 2024. In addition, if you have not previously accepted the additional Edge licenses that were offered during the previous contract term, they are still available for you upon approval of this agreement.

Attached is a new Memorandum of Agreement ("MOA") to be signed by your county. This revision:

- Provides for a no-cost extension of time to March 31, 2024.
- Amends "Attachment A" to:
    - Provide for additional Edge licenses, if not previously accounted for. This number was based on a formula that took in to account factors such as your county population and current Mutualink deployment. Depending on when you last executed an MOA for Mutualink, you or may not have already received these additional licenses. The count in Attachment A reflects the correct total.
    - Revise the hardware inventory list to address any changes from the original plan (e.g. addition of a VNIC or mobile router) and incorporate specific device serial numbers as installed.

As you may remember, the Office of the State Comptroller (OSC) required that the MOAs include a resolution from the County Board or Legislature, or proof of existing authority, providing the authority to enter into the MOA with New York State. Please consult with your legal officer and determine if your County's originally authorizing resolution is legally sufficient to authorize the signing of this amendment. If so, please attach a copy. If your original resolution is insufficient to authorize the signing of this amendment, you will be required by OSC to obtain a new resolution and attach a copy when returning the amendment.

If your county accepts to continue the Mutualink engagement, please fill in the information needed on Page 5, County Point of Contact, obtain signatures on Page 7 and return **FOUR ORIGINAL signed and notarized copies**, plus the appropriate resolution to DHSES. As soon as OSC approves your signed MOA, DHSES will instruct Mutualink to add the additional Edge licenses to your Edge Device Administration capability, if those have not been provided previously.

Return to:
Joann Waidelich
NYS DHSES OIEC
State Campus Building 7A, 1st Floor
1220 Washington Ave
Albany, NY 12226

If you have any questions regarding the amendment, please do not hesitate to contact our office at 518-322-4911 or dhses.oiec@dhses.ny.gov

Thank you.

Office of Interoperable and Emergency Communications

NYS Division of Homeland Security & Emergency Services
Office of Interoperable and Emergency Communications
1220 Washington Avenue, State Office Campus, Bldg. 7A, Albany, NY 12242
(518) 322-4911 | dhses.oiec@dhses.ny.gov
www.dhses.ny.gov

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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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. <u>CONFLICTING TERMS</u>. 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. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. 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. <u>NO ARBITRATION</u>. 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. <u>SERVICE OF PROCESS</u>. 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. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. 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.

ON MOTION OF KEVIN WHITNEY **RESOLUTION NO. 271-18**

Authorize Extension of Contract 091-15-New York State Department of Homeland Security - Department of Emergency Response and Communications

WHEREAS, the Cortland County Department of Emergency Response was awarded a grant through the New York State Department of Homeland Security and Emergency Services for the installation and use of the software system called Mutualink, AND

WHEREAS, the Cortland County Legislature authorized a contract under Resolution No. 162-15, dated May 28, 2015 for the use and acceptance of the software and equipment called Mutualink, AND

WHEREAS, the NYS Department of Homeland Security and Emergency Services has re-authorized the grant award for a new contract ending of January 31, 2021 at no cost to the County, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval of the County Attorney, or their designee, be and hereby is authorized to sign a contract extension to Contract 091-15 authorized under Resolution No. 162-15 for the new time period ending January 31, 2021 with the New York State Department of Homeland Security and Emergency Services.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 26th day of July, 2018and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 26th day of July, 2018.

Eric J. Mulvihill
Clerk of the Cortland County Legislature

ON MOTION OF RICHARD BUSHNELL **RESOLUTION NO. 162-15**

Authorize Agreement - Emergency Response & Communications

WHEREAS, Cortland County Department of Emergency Response and Communications is desirous of contracting with the New York State Department of Homeland Security and Emergency Services Office for the temporary loan of communication resources, AND

WHEREAS, the DHSES has acquired the hardware, software and user Mutualink Edge Subscription Service for Mutualink interoperability platforms and wishes to temporarily loan such equipment at no cost to New York State Counties for communications purposes; and

WHEREAS, this MOA establishes the responsibilities, guidelines and procedures for the deployment and use of the equipment, software and user subscriptions provided to the County by DHSES;

RESOLVED, the Chairman of the County Legislature, upon review and approval by the County Attorney, be and hereby is authorized to sign an Agreement for the time period of one year from contract signing by the New York State Department of Homeland Security and Emergency Services.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 28th day of May, 2015and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 28th day of May, 2015.

Eric J. Mulvihill
Clerk of the Cortland County Legislature

UNITED STATES GENERAL SERVICES ADMINISTRATION

NOTICE OF DETERMINATION OF HOMELESS SUITABILITY AND AVAILABILITY AND NOTICE OF SURPLUS DETERMINATION FOR FEDERAL REAL PROPERTY

FAA McGraw RCLR Site
3350 South Hill Road Cortlandville, NY
GSA Control Number: 1-U-NY-1019-AA
HUD Assigned Property Number: 54202120009
May 17, 2021

Notice is hereby given that the subject property has been determined suitable by the Department of Housing and Urban Development (HUD) for homeless use. Since no further Federal requirement exists, the subject property has been made available for homeless use by the General Services Administration (GSA) and was published on the HUD Exchange Title V webpage, https://www.hudexchange.info/programs/title-v/ on May 14, 2021. **If no expressions of interest for homeless use are received within the specified timeframe, then the subject property will become available for disposal as surplus property according to the regulations cited on page 3.**

The former FAA Radio Communications Repeater Link (RCRL) site is improved with two metal warehouses/sheds; (1056 SF, and 2091 SF) and a fence on an approximate 275 feet by 300 feet portion of the Property. The 4.4 acre Property is located in an agricultural area of Cortland County, New York.

Under Title V of the Stewart B. McKinney Homeless Assistance Act (McKinney Act), as amended, public bodies and eligible nonprofit organizations concerned with providing assistance to the homeless may apply for Government property determined suitable by HUD and made available by GSA for homeless use. Also, States and their political subdivisions and instrumentalities, tax-supported institutions, and nonprofit institutions which have been held exempt from taxation under Section 501(c)(3) of the 1954 Internal Revenue Code may apply to acquire Government property determined suitable by HUD and made available by GSA for homeless use by Deed, pursuant to 42 U.S.C. 11411. Interested parties will have **Thirty (30) Calendar Days from the date of this Notice** (**due on or before June 16, 2021**) to submit a written expression of interest and obtain necessary application instructions from the Department of Health and Human Services (HHS).

Public bodies and eligible nonprofit organizations wishing to apply for the property should contact:

Theresa Ritta
Program Manager, Real Property Management Services
Program Support Center, Real Estate, Logistics and Operations
U.S. Department of Health and Human Services
5600 Fisher Lane – Office #06W66
Rockville, MD 20852
(301) 443-2265 General Office
rpb@psc.hhs.gov

GSA administers a program for the donation of Federal surplus personal property through a network of State agencies for surplus property. A pamphlet describing the surplus property program will be included in the application package provided by HHS.

In order for this information to be disseminated as widely as possible, we request that you provide a copy of this Notice to any other public body or nonprofit organization concerned with providing assistance to the homeless.

Occupied properties are subject to current occupants vacating the property according to schedule. Other restrictions may also apply.

Automatic notification of properties available to assist the homeless can be obtained by registering on the GSA Property Disposal Resource Center website at https://disposal.gsa.gov/. Under the section titled, "McKinney-Vento Homeless Assistance Program," select "Sign up for e-mail notification of available GSA properties." Create an account with your last name, email address, and agency (if applicable). After you log-in to your account, click on "Subscriptions" to create your email preferences.

More information about the property may be obtained by contacting:

U.S. General Services Administration
Real Property Utilization & Disposal Division
Sonia Allon-Singh, Realty Specialist
617-306-8615
sonia.allon-singh@gsa.gov

NOTICE OF SURPLUS DETERMINATION

The subject property has been determined to be surplus Government property and is available for disposal pursuant to the provisions of the Property Act (116 Stat. 1062, 40 U.S.C. 543) as amended with certain related laws and applicable regulations. The applicable regulations provide that public agencies (non-Federal) shall be allowed to submit a formal expression of interest for surplus real property **within Thirty (30) Calendar Days of the date of this Notice**. Disposal of this property may be made to public agencies for the public uses stated below, and that disposal is authorized by the statutes and applicable regulations as follows:

STATUTE	TYPE OF DISPOSAL
40 U.S.C. 545(b)(8)	*Negotiated sale to public bodies for public purposes*

]

Any public agency wishing to acquire the property for negotiated sale, in accordance with 40 U.S.C. 545(b)(8), should submit written notice thereof, by either email or fax, on or before **June 16, 2021.**

Sonia Allon-Singh, Realty Specialist
U.S. General Services Administration
Real Property Utilization & Disposal Division
sonia.allon-singh@gsa.gov
F: 617-565-7520

Such written notice shall:

1) disclose the contemplated use of the property;

2) contain a citation of the applicable statute under which the public agency desires to procure the property;

3) state the length of time required to develop and submit a formal application for the property (where a payment to the Government is required under the statute, include a statement as to whether funds are available and, if not, the period required to obtain funds); and

4) give the reason for the time required to develop and submit a formal application.

Upon receipt of the written notice, the public agency shall be promptly informed concerning the period of time that will be allowed for submission of the formal application.

In the absence of a written notice, or in the event a public use proposal is not approved, the regulations issued pursuant to authority contained in the Property Act as amended, provide for offering the property for sale according to its highest and best use.

For information contact:

U.S. General Services Administration
Real Property Utilization & Disposal Division
Sonia Allon-Singh, Realty Specialist
617-306-8615
sonia.allon-singh@gsa.gov

U.S. General Services Administration
Public Buildings Service

June 17, 2021

Scott Roman, Director
Cortland County Department of Emergency Response & Communications
54 Greenbush Street, Suite 201
Cortland, NY 10345

Email Notice: sroman@cortland-co.org

RE: FAA McGraw RCLR Site
3350 South Hill Road, Cortlandville, NY
GSA Control #: 1-U-NY-1019-AA

Dear Mr. Roman:

Pursuant to the US General Services Administration (GSA) Notice of Availability (the Notice), under Title V of the Stewart B. McKinney Homeless Assistance Act (Title V), public bodies and eligible nonprofit organizations concerned with providing assistance to the homeless were afforded the opportunity to submit applications to the Department of Health and Human Services (HHS) to acquire the subject Property for homeless use.

On June 16 2021, HHS informed GSA that there were no pending Title V actions to acquire the Property. Therefore, per the Notice, after receiving no actionable interest in the Property, the Title V phase is closed, and the Property is now available for disposal as surplus property.

In response to the Notice, Cortland County (the County) submitted a timely Letter of Interest (Letter) in acquiring the surplus Property by Negotiated Sale (40 U.S.C. 545(b)(8)).

However, considering the County's proposed use GSA is amending the Notice to include the option to acquire the Property via a no cost Public Benefit Conveyance (PBC) for Emergency Management Response Purposes under Title 40, U.S.C. 553. To acquire the property for this purpose, the County must submit an application to the Federal Emergency Management Agency for review and approval. If approved, the deed would include a covenant requiring the Property be used and maintained for emergency management response (including fire and rescue services) purposes in perpetuity.

GSA is providing you the opportunity to acquire the property via Negotiated Sale or through the aforementioned PBC option. If you wish to continue with the Negotiated Sale process, GSA accepts your proposed 120 day schedule to close. If you prefer to acquire the Property through the PBC option please submit a new letter of interest by June 30, 2021 to:

Sonia Allon-Singh, Realty Specialist
U.S. General Services Administration

New England Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

Real Property Utilization & Disposal Division
sonia.allon-singh@gsa.gov
F: 617-565-7520

And:

Anna Page Campbell
Realty Specialist - Mission Support Branch
U.S. Department of Homeland Security
Federal Emergency Management Agency
400 C Street SW, Suite 100
Washington, DC 20472
(202) 212-3631
AnnaPage.Campbell@fema.dhs.gov

If you have any questions, please contact GSA Realty Specialist Sonia Allon-Singh at 617-306-8615 or email sonia.allon-singh@gsa.gov to schedule a call.

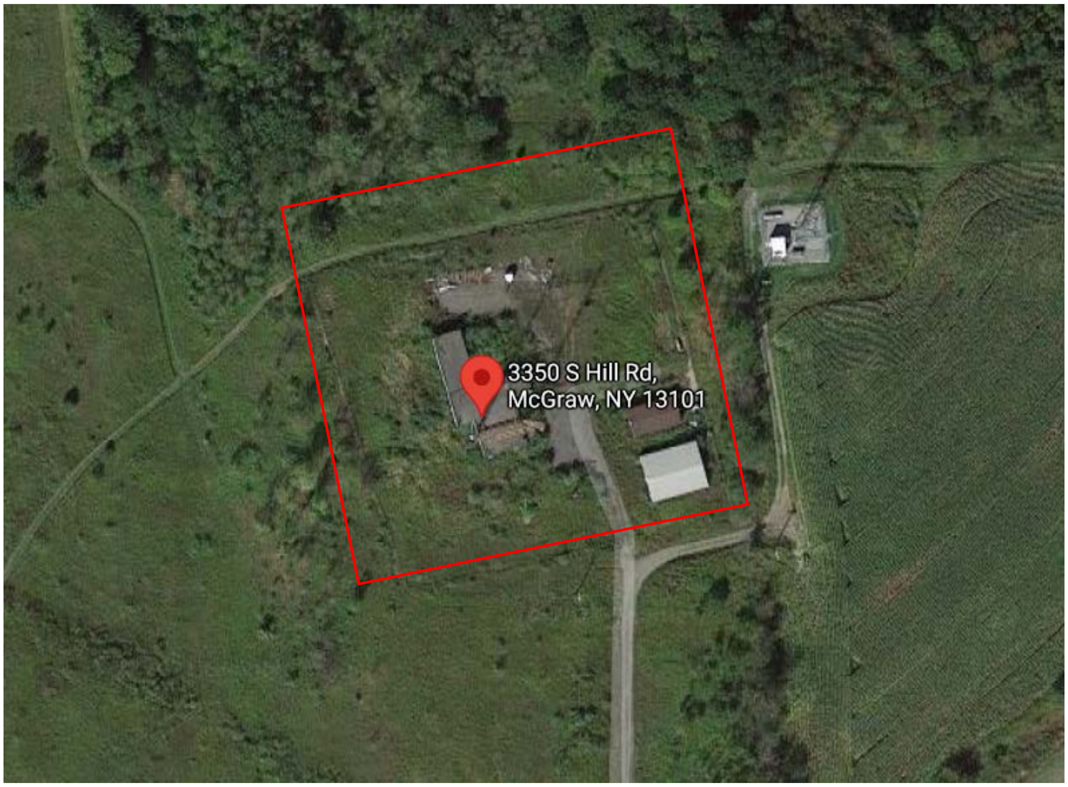
Sincerely,

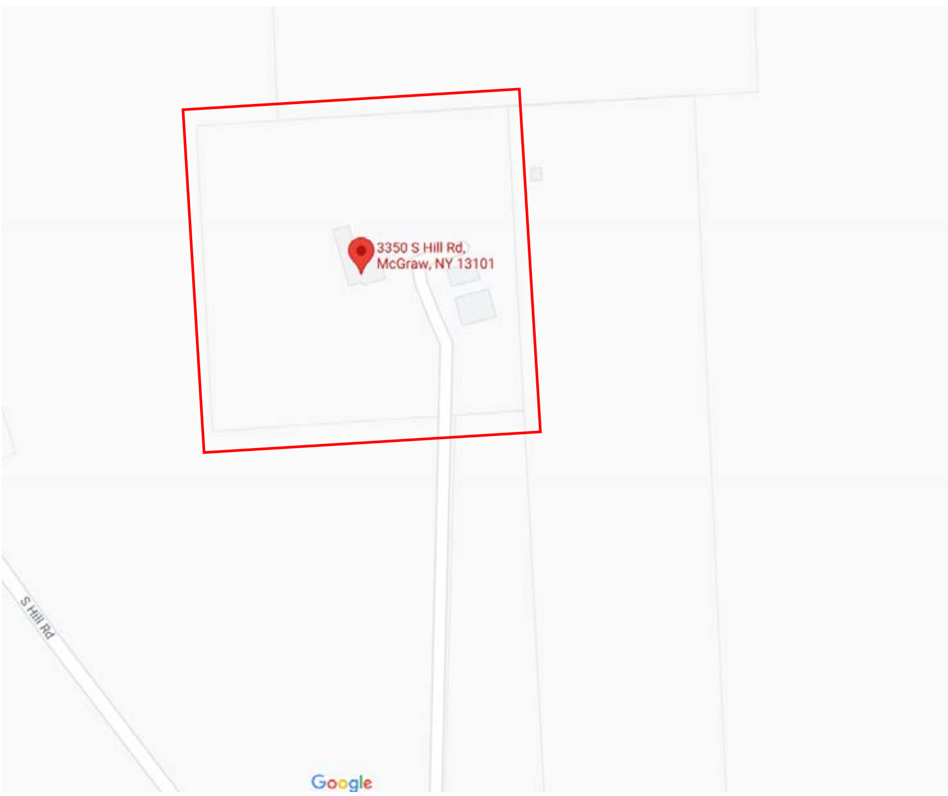
DocuSigned by:
John Kelly
5AD990642DAB4F1...

John E. Kelly, Director
Real Property Utilization & Disposal Division (1PZ), Public Buildings Service

New England Region 1
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street
Boston, MA 02222
www.gsa.gov

3350 South Hill; Pictures before tower and building were removed





FORM 556X N. Y. DEED—BARGAIN AND SALE (From a Corporation)

TUTBLANX REGISTERED U. S. PAT. OFFICE
TUTTLE LAW PRINT, PUBLISHERS, RUTLAND, VT.

1134

503 PAGE 6

This Indenture,

Made the 13th *day of* March

Nineteen Hundred and Ninety

Between WESTERN UNION CORPORATION (formerly known as The Western Union Telegraph Company),

a corporation organized under the laws of New York State, with offices located at One Lake Street, Upper Saddle River, New Jersey 07458,

party of the first part, and

THE UNITED STATES OF AMERICA, by and through the Department of Transportation, Federal Aviation Administration - Eastern Division with offices at Federal Building, John F. Kennedy International Airport, Jamaica, New York 11430,

party of the second part,

Witnesseth *that the party of the first part, in consideration of* Fifty-five ~~Seventy~~ Thousand and no/100---------------------------- *Dollars* (55,000.00 ~~$70,000.00~~) *lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part,* its successors *and assigns forever, all*

1040

ALL that certain parcel of land situated in the Town of Cortlandville, County of Cortland, and State of New York, described as follows:

BEGINNING at the northeast corner of land of Louis Russell and Helen Russell, his wife, said point being marked by a 2-1/2 inch brass disc set in a concrete monument, set at the intersection of an east-west wall and fence line with a north-south wall and fence line, and being about 14 feet north of U. S. C. & G. S. Station Russell; thence south 3 degrees 24 minutes 37 seconds east 440.00 feet to a 2-1/2 inch brass disc set in a concrete monument; thence south 85 degrees 32 minutes 38 seconds west 440.00 feet to a 2-1/2 inch brass disc set in a concrete monument; thence north 3 degrees 24 minutes 37 seconds west 440.00 feet to a 2-1/2 inch brass disc set in a concrete monument; thence north 85 degrees 32 minutes 38 seconds east 440.00 feet to the point of beginning; containing 4.444 acres, more or less, together with a perpetual right-of-way in and over an access road, to be built or improved, 20 feet in width, as shown on a plan by the New England Survey Service Inc., dated November 14, 1960 running in a southerly direction through adjoining land of Louis Russell and Helen Russell, his wife, all as shown on a survey dated November 22, 1960 by H. B. Ullian, Registered Land Surveyor.

McGraw Site

The GRANTEE, its successors and assigns and its and their respective agents and employees shall at all times have (1) the right to construct, use, maintain, repair, replace and/or remove such lines of wire together with the necessary poles, guys and anchors, crossarms, wires and other fixtures and appurtenances, for telephone, telegraph and the conveyance of electric energy on and/or paralleling said right-of-way, with further right to construct, repair and maintain, and cut and fill the slopes, adjacent to said right-of-way in order to construct and/or maintain and repair said road, (2) the right to place gates and fences where the same shall be deemed necessary by the GRANTEE across said strip of land or any relocation or extension thereof or attached thereto and to place and maintain its own locks in series on said gates or any existing gates.

BEING the same premises conveyed to the party of the first part by deed from Louis Russell and Helen Russell dated January 26, 1961 and recorded in the Cortland County Clerk's Office on January 26, 1961 in Book of Deeds 274 at Page 575.

The premises herein conveyed do not constitute all or substantially all of the assets of Western Union Corporation.

This conveyance is subject to the trust fund provisions of the New York Lien Law.

TEPO

LIBER 503 PAGE 8

Together *with the appurtenances and all the estate and rights of the party of the first part in and to said premises,*

To have and to hold *the premises herein granted unto the party of the second part, and assigns forever.*

In Presence of

Seal

In Witness Whereof, *the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this day of* March *Nineteen Hundred and* Ninety

WESTERN UNION CORPORATION

By Thomas F. Murawski

Thomas F. Murawski,
Executive Vice President

APR 9 11 09 AM '90
CORTLAND COUNTY
CLERK'S OFFICE
FILED FOR RECORD

RECEIVED
$ ....0....
REAL ESTATE
APR 0 9 1990
1201
TRANSFER TAX
CORTLAND COUNTY
Kp

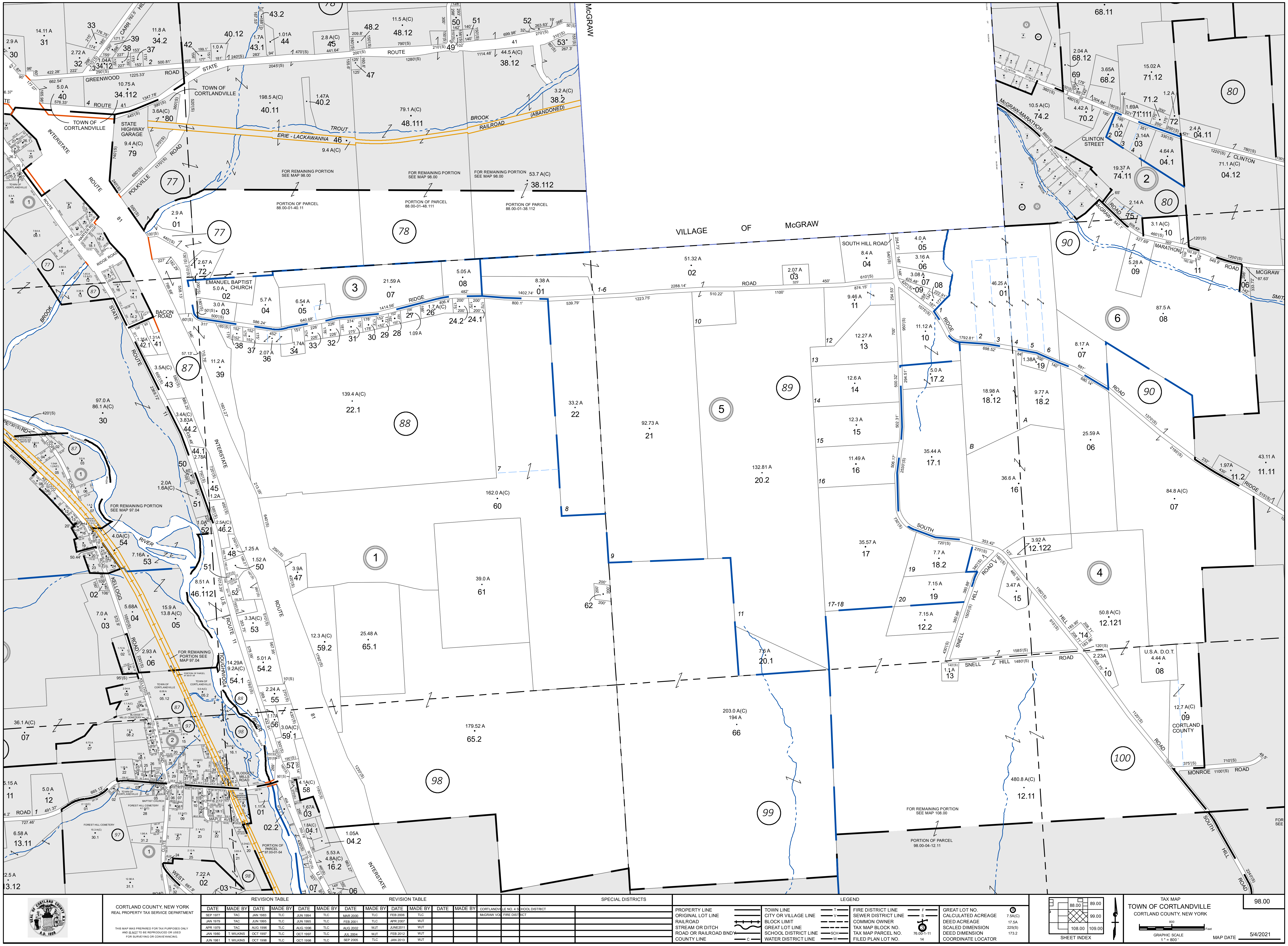
State of ~~New York~~ New Jersey
County of Bergen } ss. *On this* 13th *day of* March *Nineteen Hundred and* Ninety *before me personally came*

THOMAS F. MURAWSKI
to me personally known, who, being by me duly sworn, did depose and say that he resides in East Brunswick, New Jersey *that he is the* Executive Vice President *of* Western Union Corporation *the corporation described in, and which executed, the within Instrument; that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed* his *name thereto by like order.*

Dorothy A. Du Bee
Notary Public
DOROTHY A. DU BEE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 21, 1992

STATE OF NEW YORK } S.S.
COUNTY OF CORTLAND }
Recorded on the 9th day of April A.D., 19 90
at 11:09 o'clock A M. In book 503 of Deeds
at page 6 and examined.

Judith Riehlman Clerk



Attachment: Tax map 3350 South Hill Road (8674 : Accept Federal Government Surplus Real Property - FAA Tower Site – 3350 South Hill Road, Cortlandvil)

Property Description Report For: 3350 South Hill Rd, Municipality of Cortlandville

		Status:	Active
		Roll Section:	Wholly Exem
		Swis:	112289
		Tax Map ID #:	98.00-04-08.000
		Property Class:	832 - Telegraph
		Site:	COM 1
		In Ag. District:	No
		Site Property Class:	832 - Telegraph
		Zoning Code:	-
		Neighborhood Code:	90010
Total Acreage/Size:	4.44	**School District:**	McGraw
Land Assessment:	2021 - Tentative $23,500 2020 - $23,500	**Total Assessment:**	2021 - Tentative $107,300 2020 - $107,300
Full Market Value:	2021 - Tentative $126,235 2020 - $120,562		
Equalization Rate:	2021 - Tentative 89.00% 2020 - 92.00%	**Property Desc:**	Land & Bldgs No Road Frontage
Deed Book:	503	**Deed Page:**	6
Grid East:	955681	**Grid North:**	937545

Owners

United States of America
DOT
FAA E Division
Federal Bldg JFK Airport
Jamaica NY 11430-1599

Sales

No Sales Information Available

Utilities

Sewer Type:	Private	**Water Supply:**	Private
Utilities:	Electric		

Inventory

Overall Eff Year Built:		**Overall Condition:**	Normal
Overall Grade:	Average	**Overall Desirability:**	3

Buildings

AC%	Sprinkler%	Alarm%	Elevators	Basement Type	Year Built	Condition	Quality	Gross Floor Area (sqft)	Stories

Attachment: Property Report 3350 South Hill Road (8674 : Accept Federal Government Surplus Real Property - FAA Tower Site – 3350 South

Improvements

Structure	Size	Grade	Condition	Year	Replacement Cost

Special Districts for 2021 (Tentative)

Description	Units	Percent	Type	Value
FD012-Cortlandville Fire	0	0%		0

Special Districts for 2020

Description	Units	Percent	Type	Value
FD012-Cortlandville Fire	0	0%		0

Exemptions

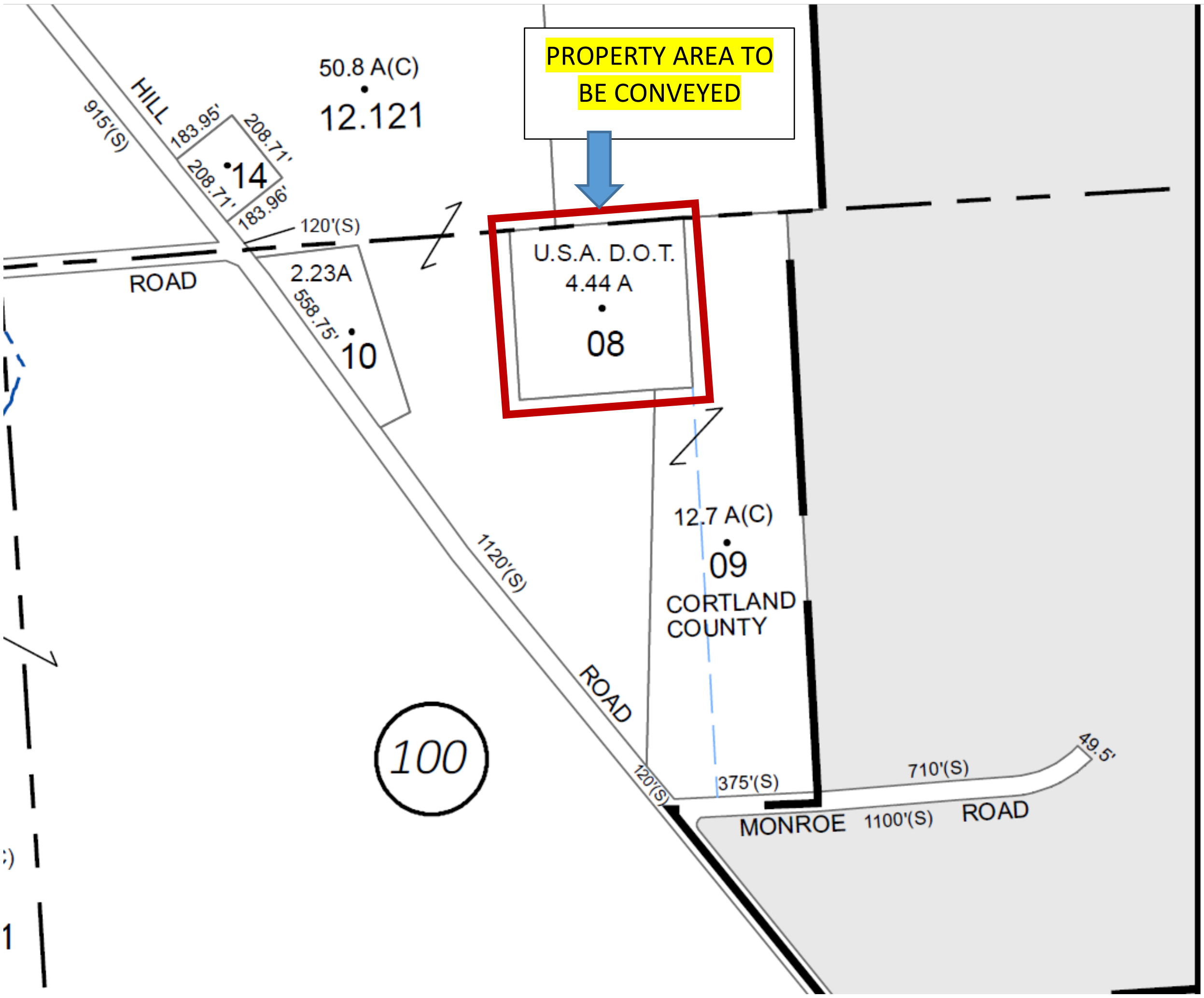
Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2021	U S A	(Tentative)$107,300	0	1991				0
2020	U S A	$107,300	0	1991				0

Taxes

Year	Description	Amount

*** Taxes reflect exemptions, but may not include recent changes in assessment.**

TAX MAP 3350 SOUTH HILL ROAD - CORTLANDVILLE



STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 01/01/2021 TO 12/31/2021 FUNDING AMOUNT FOR INITIAL PERIOD: $188,819.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ______________________________ ______________________________
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Robert Corpora , Director Date:	
ATTORNEY GENERAL'S SIGNATURE ______________________ Title: ______________________ Date: ______________________	COMPTROLLER'S SIGNATURE ______________________ Title: ______________________ Date: ______________________

Award Contract

Project No.	**Grantee Name**	
PS20-1005-E00	Cortland County	06/28/2021

Award Contract

Project No.	**Grantee Name**	
PS20-1005-E00	Cortland County	06/28/2021

APPENDIX A

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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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
http://esd.ny.gov/MWBE/directorySearch.html

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 certificatior 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.

December, 2012

Certified by - on

Award Contract

Project No.	**Grantee Name**	
PS20-1005-E00	Cortland County	06/28/2021

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1[1]

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

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

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

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

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.331, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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

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

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

L. Notice:

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

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

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

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

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

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

the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

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

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

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

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

R. No Arbitration: Disputes involving the Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[2]

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the

Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

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

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

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

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

2. Notice of Termination:

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

i. personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

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

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

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

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

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

B. Advance Payment and Recoupment:

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

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

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

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in

Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part

from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

comply with the following applicable provisions:

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

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

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

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

The Contractor shall include the provisions of subclauses 1 – 6 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

a. to require updates or clarifications to the Questionnaire upon written request;

b. to inquire about information included in or required information omitted from the Questionnaire;

c. to require the Contractor to provide such information to the State within a reasonable timeframe; and

d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

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

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

a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b. the State's discovery of any material information which pertains to the Contractor's responsibility.

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

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

P. Consultant Disclosure Law:[8] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

1. General Provisions

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

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

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

2. Contract Goals

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

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

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

3. Equal Employment Opportunity (EEO)

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

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

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.
iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

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

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

4. MWBE Utilization Plan

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

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

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

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

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

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

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will

also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

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

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

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

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

any other source for Contractor costs and services pursuant to this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

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

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

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

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

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

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

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

1. General Administrative Requirements:

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

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

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

2. Affirmative steps must include:

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

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

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

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

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

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

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

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

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

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

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

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

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the

Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

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

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

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

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

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

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

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

R. Equipment and Property:

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

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

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

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

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

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

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

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

ENDNOTES:

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

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

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

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

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

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

[7] Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

[8] Not applicable to not-for-profit entities

VER 07/2020

Certified by - on

Award Contract

Project No.	**Grantee Name**	
PS20-1005-E00	Cortland County	06/28/2021

Budget Summary by Participant

Cortland County

Cortland County Department of Emergency Response & Communications - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs to Support PSAP Operations (overtime for 911 dispatchers)	1	$78,328.00	$78,328.00	$78,328.00	$0.00
	Total			$78,328.00	$78,328.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Computer Aided Dispatch Maintenance Agreement	1	$110,491.00	$110,491.00	$110,491.00	$0.00
	Total			$110,491.00	$110,491.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$188,819.00	$188,819.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$188,819.00	$188,819.00	$0.00

Award Contract

Project No.	**Grantee Name**	
PS20-1005-E00	Cortland County	06/28/2021

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

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

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

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

Albany, NY 12242

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

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

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

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

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

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

Rev. 07/2020

Certified by - on

Award Contract

Project No.	**Grantee Name**	
PS20-1005-E00	Cortland County	06/28/2021

Work Plan

Goal

Facilitate the operation of public safety communications to support statewide interoperable communications for first responders.

Objective #1

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

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

To facilitate PSAP consolidation, regional initiatives related to 911 operations, implementation of NG-911, improvements in operations of public safety communications; develop multi-jurisdictional PSAP compatibility throughout the state and support statewide interoperable communications for first responders, thus improving safety of the public.

Task #1 for Objective #1

Purchase allowable Interoperable communications equipment and/or acquire services and/or provide maintenance. Train appropriate personnel in the proper use of equipment and place equipment into service.

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

Task #2 for Objective #1

Conduct allowable PSAP operations activities.

#	Performance Measure
1	PSAP operations activities conducted. Provide brief narrative reporting activities completed and describe how the project enhanced interoperable capabilities in the jurisdiction.

Objective #2

G & T Workplan Code - 07. Administer and manage the Homeland Security Grant.

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

#	Performance Measure
1	DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

#	Performance Measure
1	Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.
2	Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.
2	Provide the percentage of the established Minority and Women Business Enterprise goal that has been met to date.

Award Contract

Project No.	Grantee Name	
PS20-1005-E00	Cortland County	06/28/2021

Special Conditions

NEW YORK STATE | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

June 16, 2021

The Honorable Paul Heider
Chair, Cortland County Legislature
County Office Building
60 Central Avenue, Room 316
Cortland, NY 13045

Dear Mr. Heider:

I am pleased to announce that Cortland County has been awarded $188,819 under the New York State 2020-21 Public Safety Answering Points Operations Grant Program (2020-21 PSAP Grant). This program, administered by my agency, allows for State support to counties for eligible public safety call-taking and dispatching expenses. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the state.

The performance period for the 2020-21 PSAP grant will be 12 months, beginning calendar year 2021 (January 1, 2021 – December 31, 2021). Expenses that you wish to claim must occur within that period. In order to provide these funds to you as quickly as possible, we will need to gather budget information within 30 calendar days of the date of this letter that reflects the award amount. Our Grants Program Administration staff will work with your designated PSAP point of contact, to provide additional administrative guidance and to develop a grant contract.

On behalf of Governor Andrew Cuomo, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Michael A. Sprague, at 518-322-4911.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Mr. Scott Roman, Director, Cortland County Emergency Response and Communications

NEW YORK STATE | Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

March 8, 2021

The Honorable Paul Heider
Chair, Cortland County Legislature
County Office Building
60 Central Avenue, Room 316
Cortland, NY 13045

Dear Mr. Heider:

I am pleased to announce that Cortland County has been awarded $5,172 under the FY2020 Hazardous Materials Emergency Preparedness (HMEP) Grant Program. Funding for this grant is provided by the U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is from April 1, 2021 through July 31, 2022.

Thank you for your continued support of New York State's emergency preparedness efforts. DHSES remains committed to providing you with outstanding support in the administration of your emergency preparedness programs. In order to ensure these funds are made available as quickly as possible, a representative will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Program Manager, Eric Abramson, at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Scott Roman, Director, Cortland County Fire and Emergency Management

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: T838406 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: HE2020 CFDA NUMBER: 20.703 DHSES NUMBERS: WM20838406
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 04/01/2021 TO 07/31/2022 FUNDING AMOUNT FOR INITIAL PERIOD: $5,172.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts X APPENDIX A1 Agency-specific Clauses X APPENDIX B Budget X APPENDIX C Payment and Reporting Schedule X APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion ____________________ ____________________

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

NYS Division of Homeland Security and Emergency Services

BY: , Date: 05/05/2021

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Robert Corpora , Director Date:

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

Award Contract **Hazard Materials Emergency Preparedness Grant Program**

Project No.	Grantee Name	
HE20-1006-D00	Cortland County	06/28/2021

Award Contract **Hazard Materials Emergency Preparedness Grant Program**

Project No.	**Grantee Name**	
HE20-1006-D00	Cortland County	06/28/2021

Award Contract **Hazard Materials Emergency Preparedness Grant Program**

Project No.	Grantee Name	
HE20-1006-D00	Cortland County	06/28/2021

Award Contract **Hazard Materials Emergency Preparedness Grant Program**

Project No. **Grantee Name**

HE20-1006-D00 Cortland County 06/28/2021

Budget Summary by Participant

Cortland County

Cortland County Department of Emergency Response & Communications - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consutant Costs for Planning (updating of county's hazardous materials response plan)	1	$6,465.00	$6,465.00	$5,172.00	$1,293.00
	Total			$6,465.00	$5,172.00	$1,293.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$6,465.00	$5,172.00	$1,293.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$6,465.00	$5,172.00	$1,293.00

Award Contract **Hazard Materials Emergency Preparedness Grant Program**

Project No.	**Grantee Name**	
HE20-1006-D00	Cortland County	06/28/2021

Award Contract **Hazard Materials Emergency Preparedness Grant Program**

Project No.	Grantee Name	
HE20-1006-D00	Cortland County	06/28/2021

Work Plan

Goal

To assist local governments to respond efficiently and safely to transportation related hazmat accidents and incidents.

Objective #1

G & T Workplan Code - 23. Develop/enhance plans, procedures, and protocols.

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

To develop, improve and implement emergency plans involving hazardous materials in transportation.

Task #1 for Objective #1

Conduct allowable planning activities to enhance emergency plans involving transportation of hazardous materials.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed. Submit updated plan to DHSES.

Award Contract **Hazard Materials Emergency Preparedness Grant Program**

Project No.	**Grantee Name**	
HE20-1006-D00	Cortland County	06/28/2021

STATE OF NEW YORK LETTER OF AGREEMENT
For
U.S. DOT Hazardous Materials Emergency Preparedness Grants
Administered by the NYS Division of Homeland Security and Emergency Services

This State of New York Letter of Agreement ("Letter of Agreement") by and between the State of New York ("State") acting by and through the applicable State Agency ("State Agency") and the public or private entity ("Recipient" and, together with the State, the "Parties") hereby supplements the purchase order ("Purchase Order" and, together with this Letter Agreement, the "Purchase Order Agreements") attached hereto and entered into by and between the Parties listed thereto.

STANDARD TERMS AND CONDITIONS
I. GENERAL CLAUSES

A. Executory Clause: The State shall have no liability under either Purchase Order Agreement to the Recipient, or to anyone else, beyond funds appropriated and available for the Purchase Order Agreements.

B. Performance: The Recipient shall perform all services or work, as applicable, and comply with all provisions of the Purchase Order Agreements to the satisfaction of the State. The Recipient shall provide services or work, as applicable, and meet the agreed upon program objectives in accordance with the provisions of this Letter of Agreement, the Purchase Order, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

C. Funding: Funding for the term of the Purchase Order Agreements shall not exceed the amount specified on the Purchase Order.

D. Term: The term of the Purchase Order Agreements shall be specified on the Purchase Order, unless terminated sooner as provided herein, and may be extended subject to agreement by the Parties and compliance with applicable State law.

E. Subrecipients: If the Recipient enters into subagreements for the performance of work pursuant to the Purchase Order Agreements, the Recipient shall take full responsibility for the acts and omissions of its subrecipients. Nothing in the subagreement shall impair the rights of the State under Purchase Order Agreements. No contractual relationship shall be deemed to exist between the subrecipient and the State.

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

G. 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 Recipient under the Purchase Order Agreements up to any amounts due and owing to the State with regard to the Purchase Order Agreements, any other agreement with any State department or agency, including any agreement for a term commencing prior to the term of the Purchase Order Agreements, 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 New York State Office of the State Comptroller.

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

I. No Arbitration: Disputes involving the Purchase Order Agreements, 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.

J. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Purchase Order Agreements may not be assigned by the Recipient or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of the Purchase Order Agreements, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and where the assignment is due to a reorganization, merger, or consolidation of the Recipient's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged Recipient demonstrate its responsibility to do business with the State. The Recipient may, however, assign its right to receive payments without the State's prior written consent unless the Purchase Order Agreements concern Certificates of Participation pursuant to Article 5-A of the State Finance Law.

K. Non-Collusive Bidding Certification: In accordance with Section 139-d of the State Finance Law, if the Purchase Order Agreements were awarded based upon the submission of bids, the Recipient affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Recipient further affirms that, at the time the Recipient submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on the Recipient's behalf.

L. Grounds for Termination:

1. Mutual Consent: The Purchase Order Agreements may be terminated at any time upon mutual written consent of the State and the Recipient.

2. Cause: The State may terminate the Purchase Order Agreements immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and conditions of either Purchase Order Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to either Purchase Order Agreement.

3. Non-Responsibility: The State may make a final determination that the Recipient is non-responsible. In such event, the State may terminate the Purchase Order Agreements at the Recipient's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

4. Convenience: The State may terminate the Purchase Order Agreements in its sole discretion upon thirty (30) calendar days' prior written notice.

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

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

M. Notice of Termination:

1. Service of notice: Written notice of termination shall be sent by (i) personal messenger service; or (ii) certified mail, return receipt requested and first class mail.

2. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Recipient, and shall be established as follows: (a) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Recipient or by affidavit of the individual making such hand delivery attesting to the date of delivery; or (b) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or (c) if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

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

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

O. Notices of Matters Not Related to Termination: All notices, except for notices of termination, shall be in writing and shall be transmitted either:

1. by certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by electronic mail.

P. Notification of Significant Occurrences:

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

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

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

R. Confidentiality: The Recipient agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Purchase Order Agreements, or any other information, data or records marked as, or reasonably deemed, confidential by the State ("Confidential Information") only for the limited purposes of the Purchase Order Agreements and in conformity with applicable provisions of State and Federal law. The Recipient understands and agrees that it (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

S. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Recipient is an educational institution, the Recipient may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Purchase Order Agreements and the Recipient agrees to use best efforts to provide copies of any manuscripts arising from Recipient's performance under the Purchase Order Agreements, or if requested by the State, the Recipient shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Recipient is not an educational institution, the Recipient may submit for publication, scholarly or academic publications that derive from activity under the Purchase Order Agreements (but are not

deliverable under the Purchase Order Agreements), provided that the Recipient first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section S(2) hereof.

T. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Recipient hereby stipulates that the Recipient 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.

U. Iran Divestment Act:

1. By entering into the Purchase Order Agreements, the Recipient certifies in accordance with State Finance Law Section 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").

2. The Recipient further certifies that it shall not utilize on the Purchase Order Agreements any subrecipient that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to renew or extend the Purchase Order Agreements, it must provide the same certification at the time the Purchase Order Agreements are renewed or extended. The Recipient also agrees that any proposed assignee of the Purchase Order Agreements shall be required to certify that it is not on the Prohibited Entities List before the Purchase Order Agreements assignment shall be approved by the State.

3. During the term of the Agreement, should the State receive information that a person (as defined in State Finance Law Section 165-a) is in violation of the above-referenced certifications, the State 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 New York State Iran Divestment Act of 2012 within 90 calendar days after the determination of such violation, then the State 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 Recipient in default.

4. The State 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 the Purchase Order Agreements, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

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

W. Governing Law: The Purchase Order Agreements shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

II. FEDERALLY FUNDED GRANT REQUIREMENTS

Subrecipients must comply with the terms and conditions set forth in the federal award document to the NYS Division of Homeland Security and Emergency Services. For your reference, the award document is attached to your project in E-Grants.

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

B. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200.305, which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

C. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements;

maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

D. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to the grants covered by this Agreement are listed below:

1) Program and Administrative Requirements:

a) Title 49 of the Code of Federal Regulations

b) 49 CFR Part 110

c) 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2) Cost Principles:

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

3) Audit Requirements:

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

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

1) Consistent with 2 CFR Section 200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2) Affirmative steps shall include:
a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

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

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

H. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=3e5dbbd506c7fbe96c8aa15b534181b9&mc=true&node=pt2.1.200&rgn=div5.

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

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

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

1) If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

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

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

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

K. Accounting for Grant Expenditures:

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

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

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

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

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

Activities to be performed;
Time schedule;
Project policies;
Other policies and procedures to be followed;
Dollar limitation of the Contract;
Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying (49 CFR Part 20), Debarment and Suspension (2 CFR Part 1200); and any special conditions set forth in the Contract;

Applicable federal and/or State cost principles to be used in determining allowable costs; and
Property Records or Equipment Inventory Reports.

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

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

N. Equipment and Property:

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

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

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

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

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

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

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

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

R. Appendix A to 2 CFR Part 25 outlines the requirements for the System for Award Management (SAM). Unless exempted from this requirement under 2 CFR Section 25.110, the recipient must maintain the information in SAM until the final financial report required under this award is submitted or the Recipient receives the final payment, whichever is later. This requires that the Recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. If the Recipient is authorized to make subawards under this award, it must:
1) Notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2) Not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

S. Ban on Text Messaging While Driving

a) Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-
i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
ii. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:

1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving
i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c) Assistance Awards. All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

T. In accordance with Presidential Executive Order 13043, the Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

U. The U.S. Department of Transportation Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is: DOT Inspector General 1200 New Jersey Avenue, SE West Bldg. 7th Floor, Washington, DC 20590; Phone: (800) 424-9071; Email: hotline@oig.dot.gov; web: http://www.oig.dot.gov/Hotline.

V. American Materials Required

If articles, materials or supplies are required: Only unmanufactured articles, materials, and supplies that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines their acquisition to be inconsistent with the public interest or their cost to be unreasonable.

This requirement does not apply:
1. to articles, materials, or supplies for use outside the United States;
2. if articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and
3. to manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the

micro-purchase threshold.

Revised April 2021
Certified by - on

Award Contract **Hazard Materials Emergency Preparedness Grant Program**

Project No.	**Grantee Name**	
HE20-1006-D00	Cortland County	06/28/2021

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Hazardous Materials Emergency Preparedness (HMEP) Grant Program funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Transportation.

A. Permissible Use of Funding

1. HMEP funds must be used in accordance with the guidelines set forth in the HMEP Funding Opportunity Announcement.

B. Record Requirements

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

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

C. Training & Exercise Related Activities

1. Any training course to be supported by this award must be submitted to DHSES for pre-approval.

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

D. NIMS Compliance

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

E. New York State Emergency Management Certification and Training Program

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

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

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform

the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

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

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

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

TEST DATABASE Apr 12 2021

YEAR-TO-DATE BUDGET REPORT

FOR 2021 06

ACCOUNTS FOR: A GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A314042 PROBATION								
A314042 41580	REPARATION SURCHA	-2,000	0	-2,000	-280.85	.00	-1,719.15	14.0%*
A314042 41588	STOP DWI REFUND T	-10,000	0	-10,000	-5,000.00	.00	-5,000.00	50.0%*
A314042 41589	DSS PINS REIMBURS	-201,870	0	-201,870	-30,299.71	.00	-171,570.29	15.0%*
A314042 41590	DWI SUPERVISION F	-5,000	0	-5,000	-2,280.00	.00	-2,720.00	45.6%*
	TOTAL PROBATION	-218,870	0	-218,870	-37,860.56	.00	-181,009.44	17.3%
A314043 PROBATION								
A314043 43310	STATE AID - PROBA	-157,397	0	-157,397	-49,186.50	.00	-108,210.50	31.2%*
A314043 43389	OTHER PUBLIC SAFE	-3,200	0	-3,200	.00	.00	-3,200.00	.0%*
	TOTAL PROBATION	-160,597	0	-160,597	-49,186.50	.00	-111,410.50	30.6%
A31405 PROBATION								
A31405 51005	PERSONAL SERVICES	1,120,261	0	1,120,261	281,254.02	.00	839,006.98	25.1%
A31405 51020	OVERTIME PAY	1,000	0	1,000	.00	.00	1,000.00	.0%
A31405 51025	SHIFT DIFFERENTIAL	150	0	150	.00	.00	150.00	.0%
A31405 54000	TELEPHONE	4,360	0	4,360	1,280.66	.00	3,079.34	29.4%
A31405 54001	COPYING/PRINTING	1,100	0	1,100	.00	.00	1,100.00	.0%
A31405 54005	Office Materials &	1,500	0	1,500	157.81	.00	1,342.19	10.5%
A31405 54006	Medical Materials	650	0	650	39.16	.00	610.84	6.0%
A31405 54015	Maintenance Agreem	9,957	0	9,957	.00	.00	9,957.00	.0%
A31405 54020	POSTAGE	1,300	0	1,300	183.85	.00	1,116.15	14.1%
A31405 54035	EDUCATION & TRAINI	9,810	0	9,810	.00	.00	9,810.00	.0%
A31405 54040	ASSOC/MEMBERSHIP D	700	0	700	700.00	.00	.00	100.0%
A31405 54041	PUBLICATIONS	214	0	214	213.30	.00	.70	99.7%
A31405 54045	Travel & Sustenanc	1,000	0	1,000	.00	.00	1,000.00	.0%
A31405 54048	Prog Spec Material	300	0	300	88.75	.00	211.25	29.6%
A31405 54055	PROFESSIONAL SERVI	170	0	170	.00	.00	170.00	.0%
A31405 54070	INSURANCE	6,121	0	6,121	6,385.39	.00	-264.39	104.3%*
A31405 54072	LAW ENFORCEMENT IN	9,342	0	9,342	7,368.57	.00	1,973.43	78.9%
A31405 54074	VEHICLE INSURANCE	569	0	569	617.47	.00	-48.47	108.5%*
A31405 54078	Fuel	1,500	0	1,500	120.54	.00	1,379.46	8.0%
A31405 54213	I/D COPIER	2,013	0	2,013	468.03	.00	1,544.97	23.3%

TEST DATABASE Apr 12 2021

YEAR-TO-DATE BUDGET REPORT

FOR 2021 06

ACCOUNTS FOR: A GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A31405 54300	Vehicle Repairs &	1,200	0	1,200	.00	.00	1,200.00	.0%
A31405 54301	Vehicle Rent/Lease	17,600	0	17,600	4,397.52	4,476.68	8,725.80	50.4%
A31405 54615	CONTRACTED MEDICAL	650	0	650	.00	.00	650.00	.0%
A31405 54800	PROGRAM EXPENSE	1,000	0	1,000	.00	.00	1,000.00	.0%
A31405 58020	RETIREMENT	157,054	0	157,054	.00	.00	157,053.54	.0%
A31405 58030	FICA	85,819	0	85,819	20,362.15	.00	65,456.39	23.7%
A31405 58040	WORKERS COMP	39,900	0	39,900	40,430.34	.00	-530.34	101.3%*
A31405 58060	HEALTH INS	220,320	0	220,320	58,473.69	.00	161,845.86	26.5%
A31405 58062	DENTAL INS	1,263	0	1,263	338.62	.00	924.74	26.8%
A31405 58065	VISION CARE BENEFI	216	0	216	62.48	.00	153.12	29.0%
TOTAL PROBATION		1,697,038	0	1,697,038	422,942.35	4,476.68	1,269,618.56	25.2%
TOTAL GENERAL FUND		1,317,571	0	1,317,571	335,895.29	4,476.68	977,198.62	25.8%
	TOTAL REVENUES	-379,467	0	-379,467	-87,047.06	.00	-292,419.94	
	TOTAL EXPENSES	1,697,038	0	1,697,038	422,942.35	4,476.68	1,269,618.56	

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TEST DATABASE Apr 12 2021

YEAR-TO-DATE BUDGET REPORT

FOR 2021 06

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A314142 PROBATION ATI (3140 AUD)							
A314142 42311 LOCAL ATI BAIL	0	0	0	-33.50	.00	33.50	100.0%
TOTAL PROBATION ATI (3140 AUD)	0	0	0	-33.50	.00	33.50	100.0%
A314143 PROBATION ATI (3140 AUD)							
A314143 43310 PROBATION SERVICE	-11,582	0	-11,582	.00	.00	-11,582.00	.0%*
TOTAL PROBATION ATI (3140 AUD)	-11,582	0	-11,582	.00	.00	-11,582.00	.0%
A31415 PROBATION ATI (3140 AUD)							
A31415 51005 PERSONAL SERVICES	72,331	0	72,331	27,146.70	.00	45,184.30	37.5%
A31415 51020 OVERTIME PAY	25	0	25	.00	.00	25.00	.0%
A31415 51025 SHIFT DIFFERENTIAL	25	0	25	.00	.00	25.00	.0%
A31415 54000 CELL & LONG/DISTAN	300	0	300	105.28	.00	194.72	35.1%
A31415 54001 COPYING/PRINTING	100	0	100	.00	.00	100.00	.0%
A31415 54005 Office Materials &	100	0	100	54.90	.00	45.10	54.9%
A31415 54020 POSTAGE	30	0	30	.00	.00	30.00	.0%
A31415 54035 EDUCATION & TRAINI	50	0	50	.00	.00	50.00	.0%
A31415 54045 Travel & Sustenanc	100	0	100	.00	.00	100.00	.0%
A31415 54070 LIABILITY INSURANC	351	0	351	351.00	.00	.00	100.0%
A31415 54072 LAW ENFORCEMENT IN	787	0	787	574.35	.00	212.65	73.0%
A31415 58020 RETIREMENT	10,137	0	10,137	.00	.00	10,136.84	.0%
A31415 58030 FICA	5,539	0	5,539	1,994.29	.00	3,544.77	36.0%
A31415 58040 WORKERS COMP	3,990	0	3,990	4,043.03	.00	-53.03	101.3%*
A31415 58060 HEALTH INS	15,027	0	15,027	3,956.55	.00	11,070.31	26.3%
A31415 58062 DENTAL INS	180	0	180	47.65	.00	132.83	26.4%
TOTAL PROBATION ATI (3140 AUD)	109,072	0	109,072	38,273.75	.00	70,798.49	35.1%
TOTAL GENERAL FUND	97,490	0	97,490	38,240.25	.00	59,249.99	39.2%
TOTAL REVENUES	-11,582	0	-11,582	-33.50	.00	-11,548.50	
TOTAL EXPENSES	109,072	0	109,072	38,273.75	.00	70,798.49	

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PROBATION STATISTICS 2021

CRIMINAL COURT

	Jan		Feb		March		April		May		June		July		August		Sept		Oct		Nov		Dec	
Year 20’	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20
On Probation	412	485	412	480	416	483	414	477	410	459	407	444		433		432		434		429		422		41[illegible]
Reports Completed	28	54	23	37	26	15	27	4	33	4	27	14		2		13		28		25		18		20

FAMILY COURT

	Jan		Feb		March		April		May		June		July		August		Sept		Oct		Nov		Dec	
Year 20’	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20	**21**	20
Adult Probation	15	21	15	22	17	22	17	21	16	19	15	17		16		16		18		16		16		15
Youth Probation	14	15	14	15	14	15	14	15	15	16	15	16		13		13		15		19		19		17
PINS in Diversion	23	28	25	29	29	33	33	30	33	35	32	31		26		25		24		24		28		26
JD in Diversion	3	5	2	6	1	3	4	4	3	1	3	2		1		1		1		1		0		3
Reports Completed	0	6	2	0	0	1	1	0	0	3	2	1		2		0		4		0		4		0

TOTAL ON PROBATION ALL COURTS and receiving Diversion Services:

2021 – Jan. 441, Feb. 441, Mar. 447, April 445, May 477, June 472

2020 – Jan. 521, Feb. 517, Mar. 520, April 513, May 494, June 477, July 463, Aug. 461, Sept. 467, Oct. 467, Nov. 464, Dec. 446

RELEASED TO ATI (Pre-trial):

2021 – January 71, February 73, March 65, April 59, May 71, June 71

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

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FOR 2021 06

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET
1175 ASSIGNED COUNSEL			
A11755 43025 HH11 SA -INDIGENT L	-368,426	0	-368,426
A11755 51005 PERSONAL SERVICES	68,758	0	68,758
A11755 51005 HH11 PERSONAL SERVI	83,865	0	83,865
A11755 51010 PART-TIME PAY	36,798	0	36,798
A11755 51020 OVERTIME PAY	0	0	0
A11755 52005 HH11 Capital Office	0	612	612
A11755 52060 HH11 Capital Comput	1,000	0	1,000
A11755 54000 TELEPHONE	1,000	0	1,000
A11755 54000 HH11 LONG DISTANCE	432	0	432
A11755 54002 COMPUTER MTN/AGREE	1,000	-1,000	0
A11755 54002 HH11 COMPUTER MTN/A	1,000	-1,000	0
A11755 54003 HH11 OFFICE FURNITU	2,000	-2,000	0
A11755 54004 HH11 COMPUTER SOFTW	0	800	800
A11755 54005 Office Materials &	1,000	0	1,000
A11755 54005 HH11 Office Materia	1,000	2,000	3,000
A11755 54015 Maintenance Agreem	0	1,000	1,000
A11755 54015 HH11 Maintenance Ag	0	1,000	1,000
A11755 54020 POSTAGE	1,400	0	1,400
A11755 54020 HH11 POSTAGE	400	0	400
A11755 54035 HH11 EDUCATION & TR	50,000	-800	49,200
A11755 54041 HH11 PUBLICATIONS	1,500	0	1,500
A11755 54045 HH11 Travel & Suste	2,500	4,388	6,888
A11755 54047 HH11 MILEAGE REIMBU	5,000	-5,000	0
A11755 54055 PROFESSIONAL SERVI	650,000	3,107	653,107
A11755 54055 HH11 PROFESSIONAL S	65,617	9,000	74,617
A11755 54059 HH11 COURT RELATED	9,000	-9,000	0
A11755 54063 HH11 LEGAL FEES	70,000	0	70,000
A11755 54067 HH11 REAL PROPERTY	12,526	0	12,526
A11755 54070 INSURANCE	842	0	842
A11755 54070 HH11 LIABILITY INSU	947	0	947
A11755 54213 I/D COPIER	1,520	0	1,520
A11755 54213 HH11 I/D COPIER	1,520	0	1,520
A11755 54215 HH11 I/D LEXIS/NEXI	1,203	0	1,203
A11755 58020 RETIREMENT	14,778	0	14,778
A11755 58020 HH11 RETIREMENT	11,741	0	11,741
A11755 58030 FICA	8,075	0	8,075
A11755 58030 HH11 FICA	6,416	0	6,416
A11755 58040 WORKERS COMP	4,985	0	4,985
A11755 58040 HH11 WORKERS COMP	3,990	0	3,990
A11755 58060 HEALTH INS	44,064	0	44,064

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FOR 2021 06

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET
A11755 58060 HH11 HEALTH INS	36,550	0	36,550
A11755 58062 DENTAL INS	271	0	271
A11755 58062 HH11 DENTAL INS	180	0	180
A11755 58065 VISION CARE BENEFI	39	0	39
A11755 58065 HH11 VISION CARE BE	39	0	39
TOTAL ASSIGNED COUNSEL	834,529	3,107	837,637
TOTAL GENERAL FUND	834,529	3,107	837,637
TOTAL REVENUES	-368,426	0	-368,426
TOTAL EXPENSES	1,202,955	3,107	1,206,063

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FOR 2021 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET
GRAND TOTAL	834,529	3,107	837,637

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CORTLAND COUNTY ASSIGNED COUNSEL OFFICE

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

MICHAEL R. CARDINALE
ADMINISTRATOR

SECRETARY

JPS Meeting - JUNE 2021 Report

Denials: 2 financially ineligible
3 type of case

COUNSEL AT FIRST ARRAIGNMENT		
After hours	**18B**	**PD**
June 2021	20	34
May 2021	23	60
April 2021	9	34
March 2021	9	24
February 2021	10	18
January 2021	9	10
Not After hours		
June 2021	1	32
May 2021	4	38
April 2021	3	34
March 2021	3	31
February 2021	0	28
January 2021	1	27

CONFLICT

Family Court:	20
Criminal:	
Felonies	18
Misdemeanors	21
Violations	3
Infractions	1
Appeals	2
Total	**65**

PUBLIC DEFENDER ASSIGNMENTS

Family Court	8
Criminal:	
Felonies	3
Misdemeanors	21
Violations	0
Infractions	0
Appeals	0
Total	**32**

Total PD cases assigned: Assigned by AC- 32
Assigned by Courts: 60
92

Total Cases Assigned
65+ 92 = 372

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

Money Saved-Grant Paid
April $161.28 mileage
May $263.20 mileage
June $2432.00 transcripts

PHONE: 607-428-5459
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@CORTLAND-CO.ORG

JULY 2020

911

- Staffing issues
  - One new employee started June 14
  - One dispatcher on FMLA
  - One ADA compliance situation in dispatch.
  - One resignation dated 07/05/2021; awaiting canvas results from personnel
- 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 has shipped, awaiting installtion.
  - Cuyler Generator repaired
  - Cortlandville generator now under county maintenance contract
- Auto discovery recordings case load is increasing significantly
- Grant applications awarded
  - 2020 PSAP operations - $188,819
  - Haz Mat - $5,172
- Grant applications submitted
  - 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 2022.

Emergency Management

- Seeking to acquire 3350 South Hill Road, Cortlandville from US Government, FEMA
- 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

- One opening shortly in State Fire Instructors (teaches outreach classes)
- 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

munis a tyler erp solution

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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	-12,816.00	.00	-10,346.00	55.3%*
TOTAL FIRE / EMERGENCY MANAGEMENT	-23,162	0	-23,162	-12,816.00	.00	-10,346.00	55.3%
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	49,189.25	.00	44,489.75	52.5%
A34105 51005 20EMP PERSONAL SERV	23,162	0	23,162	12,816.00	.00	10,346.00	55.3%
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	22,377.36	.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	509.00	.00	241.00	67.9%
A34105 54005 Office Materials &	750	0	750	697.55	52.45	.00	100.0%
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	5,209.88	4,089.89	700.23	93.0%
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	7,503.45	.00	996.55	88.3%
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	355.91	82.72	97.6%
A34105 54050 Equip. Repairs & M	1,400	566	1,966	1,066.00	900.00	.00	100.0%

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	886.23	201.14	912.63	54.4%
A34105 54085 CLOTHING & UNIFORM	500	0	500	.00	.00	500.00	.0%
A34105 54300 Vehicle Repairs &	2,000	0	2,000	1,029.98	394.32	575.70	71.2%
A34105 58020 RETIREMENT	19,844	0	19,844	.00	.00	19,844.00	.0%
A34105 58030 FICA	10,843	0	10,843	4,490.64	.00	6,352.36	41.4%
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	6,935.28	.00	18,853.39	26.9%
A34105 58062 DENTAL INS	180	0	180	83.52	.00	96.48	46.4%
A34105 58065 VISION CARE BENEFI	40	0	40	18.00	.00	22.00	45.0%
TOTAL FIRE / EMERGENCY MANAGEMENT	245,327	566	245,893	129,083.20	14,932.56	101,876.91	58.6%
TOTAL GENERAL FUND	197,265	566	197,831	116,267.20	14,932.56	66,630.91	66.3%
TOTAL REVENUES	-48,062	-70,537	-118,599	-12,816.00	.00	-105,782.66	
TOTAL EXPENSES	245,327	71,103	316,429	129,083.20	14,932.56	172,413.57	

FOR 2021 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	197,265	566	197,831	116,267.20	14,932.56	66,630.91	66.3%

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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	-50,233.84	.00	-131,766.16	27.6%*
TOTAL EMS - DERC	-182,000	0	-182,000	-50,233.84	.00	-131,766.16	27.6%
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	-15,490.00	.00	-21,710.00	41.6%*
TOTAL EMS - DERC	-37,200	0	-37,200	-15,490.00	.00	-21,710.00	41.6%
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	403,711.31	.00	510,782.69	44.1%
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	42,096.85	.00	67,903.15	38.3%
A30205 51035 OTHER COMPENSATION	22,788	0	22,788	7,506.51	.00	15,281.49	32.9%
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	249,725.68	320.96	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	20,919.42	14,634.15	2,946.43	92.3%
A30205 54001 COPYING/PRINTING	500	0	500	.00	.00	500.00	.0%
A30205 54005 Office Materials &	1,500	0	1,500	1,375.20	.00	124.80	91.7%
A30205 54014 RENEWALS MTN AGREE	286,000	-286,000	0	.00	.00	.00	.0%
A30205 54015 Maintenance Agreem	0	267,635	267,635	187,249.08	30,297.72	50,088.20	81.3%
A30205 54020 POSTAGE	500	0	500	90.21	.00	409.79	18.0%

FOR 2021 12

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	16,507.29	18,763.07	6,729.64	84.0%
A30205 54035 EDUCATION & TRAINI	7,500	0	7,500	4,178.74	.00	3,321.26	55.7%
A30205 54040 ASSOC/MEMBERSHIP D	250	0	250	65.00	.00	185.00	26.0%
A30205 54045 Travel & Sustenanc	1,000	0	1,000	551.00	.00	449.00	55.1%
A30205 54048 COV19 Prog Spec Mat	0	23,000	23,000	24,485.08	.00	-1,485.08	106.5%*
A30205 54050 Equip. Repairs & M	7,500	30,000	37,500	22,217.43	2,632.11	12,650.46	66.3%
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	2,233.99	2,260.05	3,185.96	58.5%
A30205 54213 I/D COPIER	525	0	525	205.60	.00	319.40	39.2%
A30205 58020 RETIREMENT	154,953	0	154,953	.00	.00	154,953.00	.0%
A30205 58030 FICA	84,671	0	84,671	33,072.14	.00	51,598.86	39.1%
A30205 58040 WORKERS COMP	33,915	0	33,915	34,365.79	.00	-450.79	101.3%*
A30205 58060 HEALTH INS	224,585	0	224,585	71,626.04	.00	152,958.56	31.9%
A30205 58062 DENTAL INS	1,534	0	1,534	568.52	.00	965.48	37.1%
A30205 58065 VISION CARE BENEFI	333	0	333	99.00	.00	234.00	29.7%
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	1,261,493.72	214,241.06	1,090,232.63	57.5%
TOTAL GENERAL FUND	1,953,410	225,323	2,178,733	1,195,769.88	214,241.06	768,721.88	64.7%
TOTAL REVENUES	-279,200	-110,035	-389,235	-65,723.84	.00	-323,510.75	
TOTAL EXPENSES	2,232,610	335,358	2,567,967	1,261,493.72	214,241.06	1,092,232.63	

FOR 2021 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	1,953,410	225,323	2,178,733	1,195,769.88	214,241.06	768,721.88	64.7%

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

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07/01/2021 08:55 | Cortland County | P 1
shempstead | YEAR-TO-DATE BUDGET REPORT | glytdbud

FOR 2021 13

ACCOUNTS FOR: A GENERAL FUND		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A11855 CORONERS								
A11855 51010	PART-TIME PAY	50,484	0	50,484	19,872.87	.00	30,611.13	39.4%
A11855 54000	TELEPHONE	400	0	400	45.96	.00	354.04	11.5%
A11855 54001	COPYING/PRINTING	400	0	400	.00	.00	400.00	.0%
A11855 54005	Office Materials &	500	250	750	323.20	.00	426.80	43.1%
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	220.00	.00	.00	100.0%
A11855 54045	Travel & Sustenanc	1,200	0	1,200	659.92	.00	540.08	55.0%
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	50,215.29	30,734.71	1,050.00	98.7%
A11855 58020	RETIREMENT	7,068	0	7,068	.00	.00	7,068.00	.0%
A11855 58030	FICA	3,862	0	3,862	1,320.72	.00	2,541.32	34.2%
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	10,043.77	.00	15,744.90	38.9%
A11855 58062	DENTAL INS	180	0	180	27.84	.00	152.64	15.4%
A11855 58065	VISION CARE BENEFI	39	0	39	10.50	.00	28.70	26.8%
TOTAL CORONERS		180,953	0	180,953	86,267.57	30,734.71	63,950.72	64.7%
TOTAL GENERAL FUND		180,953	0	180,953	86,267.57	30,734.71	63,950.72	64.7%
	TOTAL EXPENSES	180,953	0	180,953	86,267.57	30,734.71	63,950.72	

Attachment: Coroner Monthly Budget Report - July (9705 : Monthly Budget Report - Coroners)

2021 DA Statistics

	Jan 2020	**Jan 2021**	Feb 2020	**Feb 2021**	Mar 2020	**Mar 2021**	Apr 2020	**Apr 2021**	May 2020	**May 2021**	June 2020	**June 2021**
Fel-County & City	33	14	26	17	17	28	16	22	26	35	23	22
Misd City	12	23	22	18	19	26	18	36	17	40	20	24
Misd County	19	37	10	30	18	22	21	27	20	30	26	35
Violations City	0	6		2		9	0	11	0	9	0	7
Violations County	8	16	22	6	17	10	3	4	33	0	10	5
Sealed Indictments	0	0	0	0	0	0	0	0	0	0	0	
TOTALS:	72	96	80	73	71	95	58	100	96	114	79	93
Vehicle and Traffic	155	277	120	222	135	283	93	319	45	153	169	120
DWI's	18	13	20	4	13	16	2	8	7	15	9	19

	July 2020	**July 2021**	Aug 2020	**Aug 2021**	Sep 2020	**Sep 2021**	Oct 2020	**Oct 2021**	Nov 2020	**Nov 2021**	Dec 2020	**Dec 2021**
Fel-County & City	17		15		31		26		23		18	
Misd City	20		34		43		31		24		28	
Misd County	21		34		33		10		32		20	
Violations City	0		0		5		11		7		6	
Violations County	17		28		12		2		4		6	
Sealed Indictments	0		0		0						0	
TOTALS:	75	0	111	0	124	0	80	0	90	**0**	78	0
Vehicle and Traffic	259		226		284		113		245		325	
DWI's	11		15		16		6		12		11	

Attachment: 2019-2021 Stats (9725 : DA Monthly STAT Report)

Cortland County Public Defender

Public Defender
Keith D. Dayton

Investigator
Katie Rehm

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

Assistant Public Defenders
Anita Ribeiro
Kevin A. Jones
Kayla Hardesty
Maria Manning
Keith R. Young
Brandon White

July 7, 2021

Sandra Price, Chair
Judiciary & Public Safety Committee
Cortland County Office Building
Third Floor, 60 Central Avenue
Cortland, NY 13045

Re: Public Defender Office Update

Dear JPS Chair Price:

1. Comparing the first half of 2021 to the half of 2020:
    a. Total Cases are up compared to last year.
    b. Family Court Cases are up slightly.
    c. Criminal Cases are increasing monthly.

2. In 2021, we are within our budget.

3. We continue to pursue and collect grant revenues. We presently are awaiting payment on submitted vouchers for $90,357.

4. We are not fully staffed. We have to fill a vacant full-time Assistant Public Defender position. We are also looking to fill our Secretary II spot. These will be fully funded by grant monies.

Thank you for your consideration and interest in our Department.

Very truly yours,

Keith D. Dayton
Public Defender

Enclosures

Chart PD1 - Cases represented by Public Defender's Office (opened) **2021**

		Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Year-to-date
Family Court	2016	41	35	34	15	34								159
	2017	22	26	57	22	18								145
	2018	17	25	47	40	46								175
	2019	38	28	46	59	45								216
	2020	*39*	*31*	*32*	*18*	*13*								*133*
	2021	**36**	**40**	**34**	**27**	**27**								**164**
Felonies	2016	10	16	16	16	18								76
	2017	12	14	10	17	30								83
	2018	12	18	27	25	14								96
	2019	13	21	24	13	20								91
	2020	*13*	*19*	*8*	*4*	*6*								*50*
	2021	**8**	**10**	**23**	**14**	**25**								**80**
Misdemeanors	2016	45	52	57	44	40								238
	2017	64	51	36	60	80								291
	2018	31	69	75	85	64								324
	2019	58	54	66	55	64								297
	2020	*34*	*32*	*28*	*8*	*6*								*108*
	2021	**29**	**36**	**52**	**62**	**74**								**253**
Violations	2016	14	5	4	5	12								40
	2017	6	10	1	6	4								27
	2018	4	3	7	7	3								24
	2019	7	2	7	3	10								29
	2020	*7*	*6*	*6*	*0*	*1*								**20**
	2021	**5**	**9**	**12**	**7**	**11**								
Arraignments/Advice Only	2017	0	0	0	0	0								0
	2018	14	15	15	14	13								71
	2019	10	10	11	9	13								53
	2020	*8*	*10*	*7*	*4*	*8*								*37*
	2021	**17**	**15**	**17**	**16**	**22**								**87**
Drug Treatment Court (DTC)	2016	1	0	1	0	1								3
	2017	0	2	1	3	4								10
	2018	3	1	1	2	2								9
	2019	1	1	1	2	3								8
	2020	*0*	*0*	*0*	*0*	*0*								*0*
	2021	**0**	**0**	**0**	**0**	**0**								**0**
Supreme Court Integrated Domestic Violence (IDV) or Matrimonial	2016	7	1	0	0	8								16
	2017	1	7	1	3	5								17
	2018	1	0	2	2	3								8
	2019	2	4	2	7	2								17
	2020	*2*	*0*	*0*	*0*	*2*								*4*
	2021	**1**	**1**	**4**	**0**	**0**								**6**
Parole	2016	5	8	5	3	5								26
	2017	1	4	5	2	0								12
	2018	6	5	9	3	3								26
	2019	9	1	4	2	1								17
	2020	*6*	*4*	*8*	*1*	*0*								*19*
	2021	**1**	**2**	**4**	**0**	**0**								**7**
Sex Offender Registration Act (SORA)	2016	0	0	0	0	0								0
	2017	0	1	0	0	0								1
	2018	0	0	0	0	1								1
	2019	0	0	1	0	0								1
	2020	*1*	*2*	*0*	*0*	*0*								*3*
	2021	**0**	**0**	**0**	**0**	**0**								**0**
Fugitive	2016	0	0	0	0	0								0
	2017	0	1	0	0	0								1
	2018	0	0	0	0	1								1
	2019	0	0	0	0	0								0
	2020	*0*	*1*	*1*	*0*	*0*								*2*
	2021	**0**	**0**	**0**	**0**	**1**								**1**
Appeal & Post-conviction Motion	2016	0	0	0	0	0								0
	2017	0	0	0	0	0								0
	2018	0	0	0	0	0								0
	2019	0	0	0	1	0								1
	2020	*1*	*0*	*0*	*0*	*0*								*1*
	2021	**0**	**0**	**0**	**0**	**0**								**0**
Total per month	2016	123	117	117	83	118								558
	2017	106	116	111	113	141								587
	2018	74	136	183	178	150								721
	2019	138	121	162	151	158								730
	2020	*111*	*105*	*90*	*35*	*36*								*377*
	2021	**97**	**113**	**146**	**126**	**160**								*642*
Total month-to-date	2016	123	240	357	440	558								
	2017	106	222	333	446	587								
	2018	74	210	393	571	721								
	2019	138	259	421	572	730								
	2020	*111*	*216*	*306*	*341*	*377*								
	2021	**97**	**210**	**356**	**482**	**642**								
Average Cases per Month	2016	123	120	119	110	112								
	2017	106	111	111	112	117								
	2018	74	105	131	143	144								
	2019	138	130	140	143	146								
	2020	*111*	*108*	*102*	*85*	*75*								
	2021	**97**	**105**	**119**	**121**	**128**								

FOR 2021 06

ACCOUNTS FOR: A GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
A11705 PUBLIC DEFENDER							
A11705 43025 HH11 SA -INDIGENT L	-305,357	0	-305,357	.00	.00	-305,357.24	.0%*
A11705 51005 PERSONAL SERVICES	533,446	0	533,446	259,637.36	.00	273,808.72	48.7%
A11705 51005 HH11 PERSONAL SERVI	70,918	0	70,918	.00	.00	70,918.00	.0%
A11705 51010 PART-TIME PAY	32,620	0	32,620	39,761.72	.00	-7,141.78	121.9%*
A11705 51010 HH11 PART-TIME PAY	84,934	0	84,934	.00	.00	84,933.76	.0%
A11705 51035 OTHER COMPENSATION	0	0	0	14,744.24	.00	-14,744.24	100.0%*
A11705 52005 Capital Office Equ	0	2,493	2,493	2,493.00	.00	.00	100.0%
A11705 52060 Capital Computer E	0	504	504	.00	436.03	67.81	86.5%
A11705 54000 TELEPHONE	2,020	0	2,020	1,562.19	152.54	305.27	84.9%
A11705 54000 HH11 TELEPHONE, CEL	932	0	932	.00	.00	932.00	.0%
A11705 54001 COPYING/PRINTING	500	0	500	326.00	.00	174.00	65.2%
A11705 54005 Office Materials &	4,000	67	4,067	2,414.55	1,134.48	518.39	87.3%
A11705 54015 Maintenance Agreem	3,700	0	3,700	829.34	350.00	2,520.66	31.9%
A11705 54015 HH11 Maintenance Ag	1,000	0	1,000	.00	.00	1,000.00	.0%
A11705 54020 POSTAGE	1,200	0	1,200	237.69	.00	962.31	19.8%
A11705 54035 EDUCATION & TRAINI	1,500	0	1,500	1,328.00	.00	172.00	88.5%
A11705 54035 HH11 EDUCATION & TR	5,044	0	5,044	.00	.00	5,044.00	.0%
A11705 54040 ASSOC/MEMBERSHIP D	750	0	750	360.00	.00	390.00	48.0%
A11705 54041 PUBLICATIONS	8,000	0	8,000	3,760.11	1,820.89	2,419.00	69.8%
A11705 54045 Travel & Sustenanc	5,000	0	5,000	443.56	.00	4,556.44	8.9%
A11705 54055 PROFESSIONAL SERVI	6,000	1,500	7,500	3,420.94	688.75	3,390.31	54.8%
A11705 54055 HH11 PROFESSIONAL S	52,000	0	52,000	.00	.00	52,000.00	.0%
A11705 54059 COURT RELATED EXP	1,500	-1,500	0	.00	.00	.00	.0%
A11705 54060 LEGAL NOTICES / AD	250	0	250	.00	.00	250.00	.0%
A11705 54070 INSURANCE	2,671	0	2,671	2,772.82	.00	-101.82	103.8%*
A11705 54078 Fuel	200	0	200	.00	.00	200.00	.0%
A11705 54213 I/D COPIER	2,990	0	2,990	1,207.26	.00	1,782.74	40.4%
A11705 54215 I/D LEXIS NEXIS	6,386	0	6,386	2,004.80	.00	4,381.20	31.4%
A11705 54215 HH11 I/D LEXIS/NEXI	3,600	0	3,600	.00	.00	3,600.00	.0%
A11705 54220 NYS LICENSING FEES	120	-120	0	.00	.00	.00	.0%
A11705 54444 FEES & PERMITS	0	120	120	.00	.00	120.00	.0%
A11705 58020 RETIREMENT	79,249	0	79,249	.00	.00	79,249.24	.0%
A11705 58020 HH11 RETIREMENT	21,819	0	21,819	.00	.00	21,819.25	.0%
A11705 58030 FICA	43,304	0	43,304	23,099.85	.00	20,204.20	53.3%
A11705 58030 HH11 FICA	11,923	0	11,923	.00	.00	11,922.66	.0%
A11705 58040 WORKERS COMP	18,948	0	18,948	19,199.85	.00	-252.35	101.3%*
A11705 58040 HH11 WORKERS COMP	4,983	0	4,983	5,049.23	.00	-66.73	101.3%*
A11705 58060 HEALTH INS	85,388	0	85,388	52,639.82	.00	32,747.96	61.6%
A11705 58060 HH11 HEALTH INS	47,821	0	47,821	.00	.00	47,820.62	.0%
A11705 58062 DENTAL INS	677	0	677	382.80	.00	294.00	56.6%
A11705 58062 HH11 DENTAL INS	316	0	316	.00	.00	315.84	.0%
A11705 58065 VISION CARE BENEFI	147	0	147	73.50	.00	73.50	50.0%
A11705 58065 HH11 VISION CARE BE	69	0	69	.00	.00	68.60	.0%
TOTAL PUBLIC DEFENDER	840,565	3,064	843,630	437,748.63	4,582.69	401,298.32	52.4%
TOTAL GENERAL FUND	840,565	3,064	843,630	437,748.63	4,582.69	401,298.32	52.4%
TOTAL REVENUES	-305,357	0	-305,357	.00	.00	-305,357.24	
TOTAL EXPENSES	1,145,923	3,064	1,148,987	437,748.63	4,582.69	706,655.56	