



Judiciary & Public Safety Committee

Committee Meeting

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

~ Minutes ~

Thursday, August 14, 2025

9:00 AM

Room 302

CALL TO ORDER

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

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County	Committee Member	Present	
Cathy Bischoff	Cortland County	Committee Member	Present	
Mitchel Eccleston	Cortland County	Committee Member	Present	
Christopher Newell	Cortland County	Committee Member	Excused	
Jason Prentice	Cortland County	Committee Member	Present	
Eugene Waldbauer	Cortland County	Committee Vice-Chair	Present	
Sandra Price	Cortland County	Committee Chair	Present	
Savannah Hempstead	Cortland County	Clerkof the Legislature	Present	
Patrick Perfetti	Cortland County	District Attorney	Present	
Nicole Albro	Cortland County	Probation Director	Present	
Julie Parker	Cortland County	Probation	Present	
Scott Roman	Cortland County	Director of Emergency Response and Communications	Present	
Denise Bushnell	Cortland County	Coroner	Present	
Mark Helms	Cortland County	Sheriff	Present	
Michael Cardinale	Cortland County	Assigned Counsel Plan Administrator	Present	
Kevin Jones	Cortland County	Public Defender	Present	
Trish Hansen	Cortland County	TLC	Present	
William McGovern	Cortland County	Legislator	Present	
Donald Chu	Cortland	Resident	Present	
Ashley Millard	Cortland County	Deputy Clerk of the Legislature	Remote	
Andrea Herzog	Cortland County	Director of Finance	Remote	

MINUTES

1. Judiciary & Public Safety Committee - Committee Meeting - Jun 12, 2025 9:00 AM

RESULT:	ACCEPTED
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2. Judiciary & Public Safety Committee - Special Committee Meeting - Jun 26, 2025 3:45 PM

RESULT:	ACCEPTED
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RESOLUTIONS

AGENDA ITEM NO. 1 – Authorize Contract with Axon Enterprises - District Attorney

RESULT:	APPROVED [UNANIMOUS]
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Next: 8/19/2025 9:00 AM

MOVER: Cathy Bischoff, Committee Member

SECONDER: Eugene Waldbauer, Committee Vice-Chair

AYES: Bentley, Bischoff, Eccleston, Prentice, Waldbauer, Price

EXCUSED: Christopher Newell

ON MOTION OF PRICE

RESOLUTION NO.

Authorize Contract with Axon Enterprises - District Attorney

WHEREAS, the Cortland County's District Attorney's Office has identified a need for services provided by Axon Enterprises, Inc. to support ongoing operations and compliance with discovery reform requirements; AND

WHEREAS, Axon Enterprises, Inc. has submitted a proposal totaling \$90,561.02 for a sixty-four (64) month agreement beginning in August 2025, with annual costs of \$20,796.88 for the first year; AND

WHEREAS, the Department has grant funding available in the Discovery Reform Compensation Grant for the 2025 budget year and all remaining years under this contract term; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator and/or Chair of the Legislature, upon approval of the County Attorney or designee, and subject to funding by the legislature, to enter into a contract with Axon Enterprises, Inc., of 17800 North 85th Street, Scottsdale, Arizona 85255, in an amount not to exceed \$90,561.02 for a term of sixty-four (64) months.

AGENDA ITEM NO. 2 – Authorize Agreement with United Radio Service for 911 Paging System - Department of Emergency Response & Communication

RESULT:	APPROVED [UNANIMOUS]
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Next: 8/28/2025 6:00 PM

MOVER: Mitchel Eccleston, Committee Member

SECONDER: Jason Prentice, Committee Member

AYES: Bentley, Bischoff, Eccleston, Prentice, Waldbauer, Price

EXCUSED: Christopher Newell

ON MOTION OF PRICE

RESOLUTION NO.

**Authorize Agreement with United Radio Service for 911 Paging System - Department of
Emergency Response & Communication**

WHEREAS, the Cortland County 911 center operates an emergency paging system that is used to notify first responders in times of fire and medical emergencies; AND

WHEREAS, this emergency paging system is required to have a high degree of reliability and operability, with service needs of 24 hours a day, 7 days a week, 365 days of the year, the previous County Attorney had agreed that United Radio Service of East Syracuse, NY, is the sole source preferred vendor of choice based on their knowledge, expertise, location and service record; AND

WHEREAS, this emergency paging system is currently serviced and maintained under 24 hours a day, 7 days a week, 365 days of the year preventative maintenance contract by United Radio Service, which expires 12/31/2025 per Resolution 126-22 and Contract 012-23; AND

WHEREAS, this preventative maintenance contract for the emergency paging system is in the best interests of Cortland County and it is a budgeted expense under the Department of Emergency Response and Communications using account A30205.54015; NOW THEREFORE BE IT

RESOLVED, that the County of Cortland enter into an agreement with United Radio Service for another three years to expire on 12/31/2028 to provide preventative maintenance of all emergency paging system equipment specified on the attached quote; AND BE IT FURTHER

RESOLVED, that the Chairman of the County Legislature, upon review and approval by the County Attorney or designee, is hereby authorized to execute an agreement for 2026-2028 with United Radio Service for emergency paging system maintenance, the term of which will be begin January 1, 2026 and end December 31, 2028, the sum of payments for the agreement is not to exceed \$5,370.40 monthly, \$64,444.80 annually or \$193,334.34 over the term of the agreement.

MONTHLY REPORTS

1. Department of Emergency Response & Communications Monthly Report

RESULT: COMPLETED

2. Coroner's Monthly Report

RESULT: COMPLETED

3. District Attorney Monthly Report

RESULT: COMPLETED

4. Public Defender Monthly Report

RESULT: COMPLETED

DISCUSSION ITEMS

1. Director Roman - Letter of Commendation

RESULT: COMPLETED

ADJOURNMENT

The meeting was closed at 9:24 AM



Judiciary & Public Safety Committee

Committee Meeting

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

1.1

~ Minutes ~

Thursday, June 12, 2025

9:00 AM

Room 302

CALL TO ORDER

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

Attendee Name	Organization	Title	Status	Arrived	Departed
Douglas Bentley	Cortland County	Committee Member	Present		
Cathy Bischoff	Cortland County	Committee Member	Present		
Mitchel Eccleston	Cortland County	Committee Member	Present		
Christopher Newell	Cortland County	Committee Member	Present		
Jason Prentice	Cortland County	Committee Member	Present		
Eugene Waldbauer	Cortland County	Committee Vice-Chair	Present		
Sandra Price	Cortland County	Committee Chair	Excused		
Savannah Hempstead	Cortland County	Clerkof the Legislature	Present		
Kevin Fitch	Cortland County	Chair of the Legislature	Present		
Anita Riberio	Cortland County	Chief Assistant Public Defender	Present		
Michael Cardinale	Cortland County	Assigned Counsel Plan Administrator	Present		
Chad Burhans	Cortland County	Undersheriff	Present		
Mark Helms	Cortland County	Sheriff	Present		
Scott Roman	Cortland County	Director of Emergency Response and Communications	Present		
Courtney Metcalf	Cortland County	Dep. Director of Emergency Response & Comm.	Present		
Morgan Spaulding	Cortland County	Grants Administrator	Present		
Patrick Perfetti	Cortland County	District Attorney	Present		
Nicole Albro	Cortland County	Probation Director	Present		
Julie Parker	Cortland County	Probation	Present		
William	Cortland	Legislator	Present		

Minutes Acceptance: Minutes of Jun 12, 2025 9:00 AM (MINUTES)

McGovern	County				
Beau Harbin	Cortland County	Legislator	Present		
Trish Hansen	Cortland County	TLC	Present		
Ronald J. Van Dee	Cortland County	Legislator	Present		
Kim Cameron	Cortland	Resident	Present		9:08 AM
Don Chu	Cortland	Resident	Present		
Ashley Millard	Cortland County	Deputy Clerk of the Legislature	Remote		
Nicole Compton	Cortland County	Executive Assistant	Remote		
Andrea Herzog	Cortland County	Director of Finance	Remote		
Carol Costell Corbin	Cortland	Resident	Remote		
Wendy Canfield	Cortland County	County Administrator Executive Assistant	Present		

MINUTES

- Judiciary & Public Safety Committee - Committee Meeting - May 8, 2025 9:00 AM

RESULT: ACCEPTED

RESOLUTIONS

DISCUSSION ITEMS

MONTHLY REPORTS

- Public Defender Monthly Report

RESULT: COMPLETED

- District Attorney Monthly Report

RESULT: COMPLETED

- Assigned Counsel Monthly Report

RESULT: COMPLETED

- Probation Monthly Report

RESULT: COMPLETED

- Coroners Monthly Report

RESULT: COMPLETED

ADJOURNMENT

The meeting was closed at 9:26 AM



Judiciary & Public Safety Committee

Special Committee Meeting

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

1.2

~ Minutes ~

Thursday, June 26, 2025

3:45 PM

Room 302

Call to Order

The meeting was called to order at 3:45 PM by Committee Chair Sandra Price

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County	Committee Member	Present	
Cathy Bischoff	Cortland County	Committee Member	Present	
Mitchel Eccleston	Cortland County	Committee Member	Excused	
Christopher Newell	Cortland County	Committee Member	Present	
Jason Prentice	Cortland County	Committee Member	Late	3:48 PM
Eugene Waldbauer	Cortland County	Committee Vice-Chair	Present	
Sandra Price	Cortland County	Committee Chair	Present	
Savannah Hempstead	Cortland County	Clerkof the Legislature	Present	
Patrick Perfetti	Cortland County	District Attorney	Present	
Andrea Herzog	Cortland County	Director of Finance	Present	
Beau Harbin	Cortland County	Legislator	Present	
Reed Cleland	Cortland County	Legislator	Present	
William McGovern	Cortland County	Legislator	Present	
Ronald J. Van Dee	Cortland County	Legislator	Present	
Paul Heider	Cortland County	Legislator	Present	
Wendy Canfield	Cortland County	County Administrator Executive Assistant	Present	
Nicole Compton	Cortland County	Executive Assistant	Remote	

Resolutions

AGENDA ITEM NO. 1 – Authorize Contract with Axon Enterprises - District Attorney

Minutes Acceptance: Minutes of Jun 26, 2025 3:45 PM (MINUTES)

RESULT: POSTPONED [UNANIMOUS]

Next: 8/14/2025 9:00 AM

MOVER: Cathy Bischoff, Committee Member

SECONDER: Eugene Waldbauer, Committee Vice-Chair

AYES: Bentley, Bischoff, Newell, Prentice, Waldbauer, Price

EXCUSED: Mitchel Eccleston

ON MOTION OF PRICE

RESOLUTION NO.

Authorize Contract with Axon Enterprises - District Attorney

WHEREAS, the Cortland County's District Attorney's Office has identified a need for services provided by Axon Enterprises, Inc. to support ongoing operations and compliance with discovery reform requirements; AND

WHEREAS, Axon Enterprises, Inc. has submitted a proposal totaling \$90,561.02 for a sixty-four (64) month agreement beginning in August 2025, with annual costs of \$20,796.88 for the first year; AND

WHEREAS, the Department has grant funding available in the Discovery Reform Compensation Grant for the 2025 budget year and all remaining years under this contract term; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the County Administrator and/or Chair of the Legislature, upon approval of the County Attorney or designee, and subject to funding by the legislature, to enter into a contract with Axon Enterprises, Inc., of 17800 North 85th Street, Scottsdale, Arizona 85255, in an amount not to exceed \$90,561.02 for a term of sixty-four (64) months.

Adjournment

The meeting was closed at 4:09 PM

Minutes Acceptance: Minutes of Jun 26, 2025 3:45 PM (MINUTES)

Contract Cover Sheet

Contract No.: 2.1.a
Resolution No.: _____
RFP Required: Yes ☐ No ☒
Relevant Section of P&P Policy/GM _____

NO STAPLES PLEASE
this includes attachments

***Please print & keep this Cover Sheet with the contract at all times.**

Contract submitted by:

District Attorney
(Department)

Johanna Parker / Patrick Perfelt
(Contact Person)

Date submitted: _____

Contract with/for:

AXON Enterprise Inc

Contract Term:

Start Date 8.15.2025 End Date 12.31.2030

Contract entered on log on: _____

Contract given to County Attorney on: _____

⇒ Assigned to Assistant County Attorney: _____ on _____

Resolution Attached ☐ / Budgeted Contract Approval ☐ / Grant Award Approval ☒ / Other ☐

IT Department Head Approval (required if contract involves a technology component): Discovery Reform Grant

IT Signature: _____ Date: _____

Insurance Included with **County** as Add'l Insured ☐ **OR** Insurance Not Applicable ☐

Liability ☐ / Property ☐ / Auto ☐ / WC ☐ / DBL ☐ / UI ☐ / Professional ☐ / Special: _____ ☐

Approved No ☐ date: _____ (see comments below*)

*County Attorney Comments:

Yes ☐ date: _____ Mutual Indemnification: Y / N

Given to Chair ☐ / County Administrator ☐ for signature on: _____

Returned to department for other party signature(s) on: _____

DEPARTMENT... Please return one fully executed original contract, Resolution/BCA/GAA, insurance certificate(s), and this cover sheet to the County Attorney's office. DATE RETURNED: _____

Department notified of contract approval & upload to portal: _____

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

Funding Account # _____

Verified by: _____ Date _____

Department / Initials

County Attorney Use Only

Date Uploaded: _____

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

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

☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate
☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)
Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) **5**
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **D**
(Applies to accounts maintained outside the United States.)

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

5 Address (number, street, and apt. or suite no.). See instructions.
17800 N 85TH ST

6 City, state, and ZIP code
SCOTTSDALE, AZ 85255

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

8	6	-	0	7	4	1	2	2	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person

Jean Stone

Date

1/1/2025

General Instructions

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

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

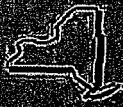
What's New

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

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

Purpose of Form

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



New York State Department of
Taxation and Finance
Sales Tax Registration
W.A. Harman Campus
Albany NY 12227-0865

17100371692300-AP00



AXON ENTERPRISE, INC.
17800 N 85TH ST
SCOTTSDALE AZ 85255-6311

New York State Department of Taxation and Finance
Certificate of Authority

Identification number

86-0741227

(Use this number on all returns and correspondence)



VALIDATED

10/18/2017

Dept of Tax
and Finance

AXON ENTERPRISE, INC.
17800 N 85TH ST
SCOTTSDALE AZ 85255-6311

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

Nontransferable

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

40201071000098

1DB3-2920635 P0000333-01



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-680555-45821MK

Issued: 06/13/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 08/15/2025

Account Number: 513048

Payment Terms: N30

Mode of Delivery: eDelivery

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Cortland County District Attorney 46 Greenbush St #101 Cortland, NY 13045 USA	Cortland County (NY) District Attorney 46 Greenbush St #101 Cortland NY 13045 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Molly Kinsella Phone: 4808055496 Email: mkinsella@axon.com Fax:	Patrick Perfetti Phone: 607-756-3466 Email: pperfetti@cortlandcountyny.gov Fax:

Quote Summary

Program Length	64.5484 Months
TOTAL COST	\$90,561.02
ESTIMATED TOTAL W/ TAX	\$90,561.02

Discount Summary

Average Savings Per Year	\$10,843.13
TOTAL SAVINGS	\$58,325.58

Payment Summary

Date	Subtotal	Tax	Total
Aug 2025	\$20,796.88	\$0.00	\$20,796.88
Aug 2026	\$16,428.76	\$0.00	\$16,428.76
Aug 2027	\$17,085.91	\$0.00	\$17,085.91
Aug 2028	\$17,769.35	\$0.00	\$17,769.35
Aug 2029	\$18,480.12	\$0.00	\$18,480.12
Total	\$90,561.02	\$0.00	\$90,561.02

Quote Unbundled Price: \$148,886.60
 Quote List Price: \$91,157.50
 Quote Subtotal: \$90,561.02

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00015	BUNDLE - JUSTICE PREMIER	11	65	\$201.24	\$120.50	\$119.67	\$85,561.02	\$0.00	\$85,561.02
A la Carte Services									
100490	AXON JUSTICE - PSO - FAST PASS	1			\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$5,000.00
Total							\$90,561.02	\$0.00	\$90,561.02

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - JUSTICE PREMIER	100765	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	100789	AXON INVESTIGATE - UPGRADE TO PRO ACCESS	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	73618	AXON COMMUNITY REQUEST	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	11	08/15/2025	12/31/2030
BUNDLE - JUSTICE PREMIER	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	11	08/15/2025	12/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - JUSTICE PREMIER	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	11
A la Carte	100490	AXON JUSTICE - PSO - FAST PASS	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	46 Greenbush St #101	Cortland	NY	13045	USA

Payment Details

Aug 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 1	S00015	BUNDLE - JUSTICE PREMIER	11	\$15,796.88	\$0.00
Invoice Upon Fulfillment	100490	AXON JUSTICE - PSO - FAST PASS	1	\$5,000.00	\$0.00
Total				\$20,796.88	\$0.00
					\$20,796.88

Aug 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 2	S00015	BUNDLE - JUSTICE PREMIER	11	\$16,428.76	\$0.00
Total				\$16,428.76	\$0.00
					\$16,428.76

Aug 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 3	S00015	BUNDLE - JUSTICE PREMIER	11	\$17,085.91	\$0.00
Total				\$17,085.91	\$0.00
					\$17,085.91

Aug 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 4	S00015	BUNDLE - JUSTICE PREMIER	11	\$17,769.35	\$0.00
Total				\$17,769.35	\$0.00
					\$17,769.35

Aug 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 5	S00015	BUNDLE - JUSTICE PREMIER	11	\$18,480.12	\$0.00
Total				\$18,480.12	\$0.00
					\$18,480.12

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/13/2025



AXON

STATEMENT OF WORK FOR THE
IMPLEMENTATION OF AXON
JUSTICE PSO ("SOW")

Submitted By: Molly Kinsella
Axon Enterprise, Inc. (Axon)
17800 North 85th Street
Scottsdale, AZ 85255



1. PROJECT OVERVIEW	1
1.1 DEFINITIONS.....	1
1.2 OUT OF PROJECT SCOPE.....	1
2. PROFESSIONAL SERVICES	2
2.1 CONFIGURATION	2
2.2 DISCLOSURES.....	2
2.3 TRAINING	2
2.4 GO-LIVE	3
3. INTERFACES	4
3.1 PARTNER AGENCY INGESTIONS.....	4
4. PROJECT MANAGEMENT	5
4.1 MANAGEMENT RESOURCES	5
4.2 REQUIREMENTS PLANNING.....	5
4.3 CHANGE CONTROL	5
4.4 MILESTONE COMPLETION REPORT (MCR)	5
5. CLIENT COMMITMENTS	6
6. SUPPORT	7
7. TERMS AND CONDITIONS.....	8
ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)	9
ATTACHMENT B – PROJECT CHANGE ORDER	10



1. PROJECT OVERVIEW

Axon Justice is a cloud-native software solution provided as a SaaS subscription.

1.1 DEFINITIONS

TERM	DEFINITION
Client	The office, organization, or association who is identified within this SOW
Professional Services	The services that Axon provides within the scope of this SOW
Product	The software solution being implemented as part of this SOW
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the Client if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between Client and Axon to approve completion of project phases

1.2 OUT OF PROJECT SCOPE

Axon is only responsible for performing the professional services described within this SOW. Any additional professional services that are not defined explicitly by this SOW shall be done through a Project Change Order. The following are considered outside the scope of this project:

- ▶ Administration, management, or support of any internal city, county, state, federal, or Client IT network or infrastructure
- ▶ Changes made by the Client or the Client's vendors after go-live.
- ▶ Third-party products and services costs related to the vendors or Client's side of the integration.



2. PROFESSIONAL SERVICES

2.1 CONFIGURATION

- ▶ Axon performs discovery to understand and document the Client's needs.
- ▶ Axon collaborates with the Client to configure workflows, permissions, and privileges within evidence.com based on the Client's needs.
- ▶ Axon will facilitate a workflow discussion with the core admin team.

2.2 DISCLOSURES

- ▶ Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:
 - Public Defender Case Sharing
 - Disclosure Portal
 - Download Links

2.3 TRAINING

Axon works with the Client to identify the Client trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.

FORMAT

Remote Train the Trainer

For this project, Axon will schedule a cadence of remote training sessions as needed, which are not to exceed two (2) 2-hour training sessions for Client staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, Client is responsible for any future training. Axon provides all training materials for successful training.



PARTNER AGENCIES

Axon will provide Train the Trainer training to Client so that Client is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method as outlined in section 3.1 of this document is the Client's responsibility.

2.4 GO-LIVE

Axon works in partnership with the Client to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.



3. INTERFACES

The Client tasks related to interface setup start immediately after project kick-off. It is critical for the Client interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

- ▶ The Client facilitates any necessary meetings with all third-party system vendors where integration is required.
- ▶ Axon provides any relevant Axon API documentation to the Client.
- ▶ Axon conducts integration acceptance testing demonstrating the functionality of each integration to the Client.
- ▶ The Client is responsible for ensuring the partner agencies follow the necessary steps for ingestion as recommended by Axon.

3.1 PARTNER AGENCY INGESTIONS

- 3.1.1 **Axon Evidence.com to Axon Evidence.com:** Axon Justice allows for other Axon agencies to "Case Share" from their instance of evidence.com into Client's instance.
- 3.1.2 **Non-Axon Agency to Axon Justice:** Axon will create Evidence.com Ingest Portals for non-Axon LEA's. These portals are to be used, for the sole benefit of Client. These ingest portals are to be used for the transmission of digital evidence to the Client and are not to be treated as a storage repository by the non-Axon LEA. The total number of these non-Axon LEA Ingest Portals shall not exceed two (2) instances.



4. PROJECT MANAGEMENT

4.1 MANAGEMENT RESOURCES

Both parties assign a project manager to ensure completion of deliverables.

Axon's project manager ensures all team members from Axon and the Client are continually updated on the status of the project.

4.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the Client and Axon agree on all requirements, Axon's project manager works with the Client's project manager to develop a project plan for Axon's implementation.

4.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the Client and Axon. All PCO forms must be approved and signed by the Client authority ([Attachment B](#)).

The Client acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

4.4 MILESTONE COMPLETION REPORT (MCR)

Axon submits an MCR to the Client for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the Client has 14 calendar days to approve the milestone completion. If the Client has issues related to the milestone completion, the expectation is that the Client responds in writing to Axon with any issues related to the MCR within the 14 calendar-day window.



5. CLIENT COMMITMENTS

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure Client desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the Client's Axon Evidence account when required.



6. SUPPORT

- ▶ Axon provides updates and enhancements to the product, which the Client automatically receives.
- ▶ Axon provides the Client's end users with access to the help.axon.com support portal to submit and review service tickets.
- ▶ Following final acceptance, the Client utilizes Axon support via my.axon.com.
- ▶ For technical support assistance, the Client may contact a technical support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of the Client's investment in the Axon ecosystem. Phone support is available 24/7.



ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Client:

- ☐ Project kick-off
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on:

_____ day of _____, 20____

Today's date: _____

Client name: _____

Signature: _____

Printed name: _____

Title: _____

Email: _____

SAMPLE

Attachment: contract for resolution approval (13117 : Authorize Contract with Axon Enterprises - District Attorney)



ATTACHMENT B – PROJECT CHANGE ORDER

Date:
Description of change to Axon product or service:
Justification for change:
Effects on schedule:
Effect on project pricing (attach quote for reduction or increase in costs):

AXON ENTERPRISE, INC.

CLIENT

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Attachment: contract for resolution approval (13117 : Authorize Contract with Axon Enterprises - District Attorney)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

October 2019

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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, licensor, licensee, lessor, lessee or any other party):

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

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

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

Attachment: contract for resolution approval (13117 : Authorize Contract with Axon Enterprises - District Attorney)

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an 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 Part 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 clause. The

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contracting agency shall determine whether the imposition 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 Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and law 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

October 2019

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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws 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.

Attachment: contract for resolution approval (13117 : Authorize Contract with Axon Enterprises - District Attorney)

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Attachment: contract for resolution approval (13117 : Authorize Contract with Axon Enterprises - District Attorney)

NO STAPLES

PLEASE
this includes attachments

Please print & keep this Cover Sheet with
the contract at all times.

2.2.a

Contract Cover Sheet

No. 012-23
Res. No. 126-22

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

Date submitted: 01/18/2023

Contract with/for: United Radio - UHF Paging system maintenance

Contract Term: Start Date 01/01/2023 End Date 12/31/2025

Contract entered on log on: 1/20/2023 (NC)

Contract given to County Attorney on: 1/20/2023 (NC)
⇒ Assigned to Assistant County Attorney: _____ on _____

Resolution Attached ☐ / Budgeted Contract Approval ☒ / Grant Award Approval ☐ / Other ☐

Insurance Included with **County** as Add'l Insured ☒ OR Insurance Not Applicable ☐
Liability ☐ / Property ☐ / Auto ☐ / WC ☐ / DBL ☐ / UI ☐ / Professional ☐ / Special: _____ ☐

Approved No ☐ date: _____ (see comments below)

Yes ☒ date: 1/27/2023 (NC)

Given to Chairman ☐ / County Administrator ☒ for signature on: 1/27/2023 (NC)

Returned to department for corrections on: _____

County Attorney Comments: _____

Department notified of contract approval & upload to portal: 2/1/2023

DEPARTMENT... Please return one fully executed original contract, Resolution, insurance certificate(s), and this cover sheet to the County Attorney's office. DATE RETURNED: _____

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

Funding Account # A30205.54015

Verified by: sr Date 01/19/2023
Department / Initials

County Attorney Use Only

Date Rec'd 2/1/2023

SCANNED

(NC)



Cortland County Budgeted Contract Approval

By approval of the Cortland County Legislature, Resolution No. 126-22 be it resolved that the County Administrator and appropriate department head, if required, be and hereby is authorized, upon review and approval by the County Attorney or designee, to sign agreements which are approved in the current fiscal year County Budget.

Submitted by: Emergency Response Scott Roman
 (Department) (Contact Person)

Date submitted: 01/17/2023

Contract with: United Radio

Address: 5703 Enterprise Pkwy, East Syracuse

Amount: \$50,345.55

Funding Account #: A30205.54015

Description of services: UHF paging system maintenance
PO # 2023 - 0036

☐ Denied (Reason): _____

☒ Approved


 County Administrator

Date: 1/24/2023

PLEASE

- NO STAPLES
- TAB ALL SIGNATURE PAGES
- SUBMIT AT LEAST TWO COPIES FOR SIGNATURE (One for Vendor, One for County)

Checklist of documents:

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

AGREEMENT

THIS AGREEMENT, entered into this 17th day of January, 2023, by and between the **COUNTY OF CORTLAND**, New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and **UNITED RADIO**, (the "CONTRACTOR"), with offices located at 5703 ENTERPRISE PARKWAY, EAST SYRACUSE, NY 13057.

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

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish PREVENTATIVE MAINTENANCE ON THE COUNTY'S UHF PAGING SYSTEM AND RELATED RADIO COMMUNICATION EQUIPMENT AS SPECIFIED IN ATTACHMENT #1.

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning JANUARY 1, 2023 and ending December 31, 2025.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been executed, the CONTRACTOR shall file with the COUNTY a monthly invoice and the COUNTY shall pay the CONTRACTOR \$50,345.55 annually for 2023, \$52,862.82 annually for 2024 and \$55,505.96 annually for 2025 broken down monthly within its normal payment period.

ARTICLE 4. CONTRACTOR'S INSURANCE

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

- (i) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (ii) Automobile coverage with a combined single limit of \$1,000,000.00.
- (iii) Statutory Workers' Compensation, Disability Coverage, and Unemployment Insurance.
- (iv) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.

(v) Specialty Insurance as noted below:

(a) Not Applicable if checked ☐

(b) Type: _____ Coverage Limit _____

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

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

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

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

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

- (i) Policy retroactive dates coincide with or precede the CONTRACTOR'S start of the performance of the services (including subsequent policies purchased as renewals or replacements);

- (ii) The CONTRACTOR will maintain similar insurance for at least 6 years following final acceptance of the services;
- (iii) If the insurance is terminated for any reason, the CONTRACTOR agrees to purchase an unlimited extended reporting provision to report claims arising from the services performed for the County;
- (iv) Immediate notice shall be given to the COUNTY through the contracting department and the office of the County Attorney and to the office of the Chair of the Legislature of circumstances or incidents that might give rise to future claims with respect to the services performed under this agreement;
- (v) Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance of such Notice of termination. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement; and
- (vi) The CONTRACTOR shall obtain replacement insurance within ten (10) days in the absence of which CONTRACTOR shall be in breach of this Agreement.

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

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

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (i) That he/she/it is financially solvent, that he/she/it is licensed to the extent required by law, and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (ii) That he/she/it has not been convicted of a crime under the laws of the United States or of any state,
- (iii) That he/she/it has not been disqualified from performing any contract funded by the United States or the State of New York and that there is no proceeding pending or threatened against the Contractor by either government,
- (iv) That no officer or employee of the County has an interest in this agreement, which would disqualify the CONTRACTOR from performing this agreement and receiving payment therefor,
- (v) That he/she/it's facilities, if used in the performance of this agreement, are accessible to the handicapped or will be made accessible to the handicapped in accordance with applicable regulations,

- (vi) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (vii) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 6. PERMITS AND REGULATIONS

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

ARTICLE 7. APPROPRIATIONS

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

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

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

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

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

- A. The COUNTY shall have the right to stop work or terminate the Contract if:
- (i) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
 - (ii) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
 - (iii) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
 - (iv) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
 - (v) The CONTRACTOR fails or refuses to comply with all applicable laws, regulations or ordinances applicable to the performance of this agreement; or
 - (vi) The determination that any representation or certification made under this agreement is untrue; or
 - (vii) The CONTRACTOR violates any provision of the Contract;

- (viii) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (ix) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (x) COUNTY may terminate if the contract is not funded.

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

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

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

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

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

These remedies are cumulative.

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

ARTICLE 9. INDEMNIFICATION / HOLD HARMLESS

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

ARTICLE 10. MONITORING OF PERFORMANCE

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

ARTICLE 11. INDEPENDENT CONTRACTOR

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

60 Central Avenue
Cortland, New York 13045

54 Greenbush Street
Cortland, NY 13045

ARTICLE 17. SEVERABILITY

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

ARTICLE 18. WAIVER

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

ARTICLE 19. MODIFICATION

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

ARTICLE 20. EXECUTORY CLAUSE

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

ARTICLE 21. RECORDS RETENTION AND AUDIT

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

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

- (v) Agree to provide to or permit the COUNTY to examine or obtain copies of any documents relating to the payment of money to the CONTRACTOR or expenditures made by the CONTRACTOR for which reimbursement is made to the CONTRACTOR by the COUNTY;
- (vi) Maintain all records required by this paragraph for seven (7) years after the date this agreement is terminated or ends.

B. If the CONTRACTOR has expended, in any fiscal year, \$750,000.00 or more in funds provided by the Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the COUNTY, the CONTRACTOR shall provide the COUNTY with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §7501, et seq., as amended, and the regulations adopted pursuant to such Act.

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

ARTICLE 22. APPLICABLE LAW

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

ARTICLE 23. PRIVACY AND SECURITY (HIPAA)

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

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

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

COUNTY OF CORTLAND

DATE: 2/1/2023BY: [Signature]PRINTED NAME: Robert J. CorporaTITLE: County Administrator

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CORTLAND)

ss.:

On this 1ST day of February, 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Corpora, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Wendy M. Canfield
Notary Public

WENDY M. CANFIELD
Notary Public, State of New York
Qualified in Madison County
No. 01CA6433112
Commission Expires May 9, 2026

CONTRACTOR: United Radio

(name of company)

DATE: 1/BY: [Signature]PRINTED NAME: Leslie EnglishTITLE: General Manager

Acknowledgement

STATE OF NEW YORK)
COUNTY OF Onondaga ss.:

On this 12th day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Leslie English, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Wanda M. Michalski
Notary Public

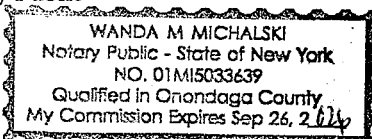


EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

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

Signed: *Rosetta E. Li*

Date: 1/12/23

Title: General Manager

EXHIBIT B – DRUG FREE WORKPLACE

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

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

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

Print Name: Leslie English Date: 1/12/23

Signature: Leslie English Title: General Manager

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

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

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

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

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

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

Subscribed to me under penalty of perjury under the laws of the State of New York, this 12 day of January, 2023 as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

If Bidders are a corporation, complete the following:

Name

Legal Residence

Phillip Rubenstein
President

Manlius, NY

Mara Chaulamb
Vice President

Skaneateles, NY

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

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

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

EXHIBIT D - CONFLICT OF INTEREST DISCLOSURE**Conflict of Interest Disclosure Form**

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

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

Date: Jan 12, 2023

Name: Leslie English

Position: General Manager

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

☒ I have no conflict of interest to report.

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

1. _____
2. _____
3. _____

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

Signature: Leslie English

Company: United Radio

Date: 1/12/23

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

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

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

CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect known to it of a use or disclosure of PHI not allowed under this Agreement.

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

ends for as long as CONTRACTOR maintains the information. Further uses or disclosures of the PHI will be limited to those purposes that make the return or destruction infeasible.

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

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

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INSERT APPENDIX A HERE

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

October 2019

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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, licensor, licensee, lessor, lessee or any other party):

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-

a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an 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 Part 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 clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation 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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws 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.

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

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

United Radio & Cortland County's UHF Paging System and related radios

Maintenance agreement - Scope of Coverage

United Radio agrees to maintain Cortland County's UHF paging system and related radios in good working order and to respond a service technician to routine and emergency service calls in Cortland County on the County's UHF paging system 24 hours a day, 365 days a year for the time period listed in the contract.

For service calls identified by the County as an **emergency repair** (UHF paging system down, , control station off the air, paging site not operable, etc) United Radio's response time will be **four hours or less** from time of call to time of representative being on-site, unless there are extenuating circumstances (weather, location of technician, etc).

For service calls identified by the County as a **routine repair** (poor sound quality, intermittent issues, etc) United Radio's response time will be **one business day** from time of call to time of representative being on-site, unless there are extenuating circumstances (weather, location of technician, etc).

Maintenance shall include the labor and parts required to repair equipment (see equipment list) which has become defective through normal wear and tear. Maintenance does not include the repair or replacement of equipment which has otherwise become defective, including but not limited to, damage caused by accidents, physical abuse or misuse of equipment, acts of god, fire, or considered unrepairable.

United Radio will conduct **at least** one complete annual preventative maintenance inspection on all listed equipment. United Radio will provide documentation to the County that each UHF paging site preventative maintenance inspection has been completed.

United Radio will notify the Cortland County 911 dispatch center (on duty supervisor at 607-753-7534) whenever a representative of United Radio is on-site in Cortland County at any of Cortland County's UHF paging sites. Notification will also take place when a United Radio representative is complete at any of Cortland County's UHF paging sites.

United Radio will maintain an inventory of Cortland County's UHF paging equipment sent out for repair, status of repair, and anticipated return to service date.

County is responsible for sites to be accessible by vendor vehicles, including snow removal where required.

This agreement does not include maintenance of any physical shelter, transmission line, antenna or tower lighting.

Manufacturer	Model/Part Number	Description	Coverage	Location	Change for 2023	Qty	Per Unit Monthly 10% from 2022	2023 Rate	2023 Annual Price	Change for 2024	Qty	Per Unit Monthly 5% from 2023	2024 Rate	2024 Annual Price	Change for 2025	Qty	Per Unit Monthly 5% from 2024	2025 Rate	2025 Annual Price
Convex	2241	PAGING EQUIPMENT	24 HOUR	Virgil Tower		1	\$23.53	\$23.53	\$23.53		1	\$24.71	\$24.71	\$24.71		1	\$25.94	\$25.94	\$25.94
Raven	40100D-4082	Audio and E&M Bridge	24 HOUR	Virgil & Cortlandville		2	\$23.53	\$47.06	\$94.12		2	\$24.71	\$49.41	\$98.83		2	\$25.94	\$51.89	\$103.78
Convex	Convex VDL-RS	Variable Delay Line	24 HOUR	Remote Site		8	\$89.10	\$712.80	\$5,692.80		8	\$93.56	\$748.44	\$5,987.52		8	\$98.23	\$765.66	\$6,261.28
Gatesair	IX-ACS-163-TD-ACC	Variable Delay Line AC Power	24 HOUR	Remote Site		4	\$89.10	\$356.40	\$1,425.60		4	\$93.56	\$374.22	\$1,496.88		4	\$98.23	\$392.03	\$1,564.92
Gatesair	IX-ACS-163-TD-4BC	Variable Delay Line DC Power	24 HOUR	Remote Site		12	\$27.41	\$328.97	\$3,947.64		12	\$28.78	\$345.42	\$4,145.04		12	\$30.22	\$362.69	\$4,352.28
Motorola	AAM50RPSAA1 N	Mobile Radio / cm 200, 40 watts	24 HOUR	PSB & RTC		2	\$15.66	\$31.32	\$62.64		2	\$16.44	\$32.88	\$65.76		2	\$17.26	\$34.53	\$69.06
Motorola	13217	MC2500 Tone Remote Desktop	24 HOUR	Virgil Tower		2	\$50.91	\$101.82	\$203.64		2	\$53.46	\$106.91	\$213.82		2	\$56.13	\$112.26	\$224.52
Motorola	T3000	MTR2000 Repeater	24 HOUR	Remote Site		12	\$50.91	\$610.92	\$7,331.04		12	\$53.46	\$641.46	\$7,697.52		12	\$56.13	\$673.64	\$8,092.32
Motorola / Argus	T5766	MTR2000 Repeater	24 HOUR	Remote Site		10	\$14.69	\$146.87	\$1,468.70		10	\$15.42	\$154.21	\$1,542.10		10	\$16.19	\$161.92	\$1,619.20
Motorola	L1883	Charger	24 HOUR	Remote Site		12	\$35.25	\$423.02	\$5,076.24		12	\$36.67	\$440.04	\$5,280.48		12	\$38.27	\$459.38	\$5,512.56
Spectracom	81948	GPS Receiver	24 HOUR	Remote Site		12	\$2.73	\$32.76	\$393.12		12	\$2.87	\$34.44	\$413.28		12	\$3.01	\$36.11	\$433.32
Zetron	Model 1516 / 901-9334	Sentri Voice Alarm Panel	24 HOUR	Remote Site		12	\$14.14	\$169.72	\$2,036.64		12	\$14.65	\$175.80	\$2,109.60		12	\$15.19	\$182.64	\$2,191.68
Tripp Lite	BC Pro Internet Office 700	UPS	24 HOUR	Remote Site		2	\$16.84	\$33.68	\$67.36		2	\$17.47	\$34.95	\$69.90		2	\$18.15	\$36.30	\$72.60
Dynasty	Tel 12-45	Battery	24 HOUR	Remote Site		2	\$16.84	\$33.68	\$67.36		2	\$17.47	\$34.95	\$69.90		2	\$18.15	\$36.30	\$72.60
RAD	IPMUD-1E (1151B40000)	ETH to Analog E&M Router	24 HOUR	PSB to Cortlandville		2	\$16.84	\$33.68	\$67.36		2	\$17.47	\$34.95	\$69.90		2	\$18.15	\$36.30	\$72.60
RAD	IPMUD-1E (1151B40000)	ETH to Analog E&M Router	24 HOUR	PSB & RTC		2	\$16.84	\$33.68	\$67.36		2	\$17.47	\$34.95	\$69.90		2	\$18.15	\$36.30	\$72.60
Motorola	L3276AC	Tone Remote Panel	24 HOUR	RTC		1	\$15.07	\$15.07	\$15.07		1	\$15.82	\$15.82	\$15.82		1	\$16.61	\$16.61	\$16.61
HP	2610-24	Switch	24 HOUR	PSB & RTC		2	\$22.14	\$44.28	\$88.56		2	\$23.24	\$46.49	\$92.98		2	\$24.41	\$48.81	\$97.62
Tripp Lite	N785	Fiber Converter	24 HOUR	PSB & RTC		2	\$4.05	\$8.10	\$16.20		2	\$4.25	\$8.50	\$17.00		2	\$4.46	\$8.93	\$17.86
Cambium	PTP450L	Point to Point Microwave Link	24 HOUR	PSB to Cortlandville		2	\$102.52	\$205.04	\$410.08		2	\$107.65	\$215.29	\$430.58		2	\$113.03	\$226.06	\$452.12
Cambium	PTP450L	Point to Point Microwave Link	24 HOUR	COB to Cortlandville		2	\$102.52	\$205.04	\$410.08		2	\$107.65	\$215.29	\$430.58		2	\$113.03	\$226.06	\$452.12
Cambium	PTP650	Point to Point Microwave Link	24 HOUR	PSB to VIR		2	\$102.52	\$205.04	\$410.08		2	\$107.65	\$215.29	\$430.58		2	\$113.03	\$226.06	\$452.12
Motorola	XTL Mobile	Mobile Radio for Tone Monitors	24 HOUR	PSB & RTC		2	\$27.41	\$54.82	\$109.64		2	\$28.78	\$57.57	\$115.14		2	\$30.22	\$60.44	\$120.88
UR	NIBCO	Tone Monitors	24 HOUR	PSB & RTC		2	\$19.17	\$38.35	\$76.70		2	\$20.13	\$40.26	\$80.52		2	\$21.14	\$42.28	\$84.56
Motorola	AP24500	INTERCOM EQUIPMENT	24 HOUR	Remote Site		6	\$27.41	\$164.46	\$986.76		6	\$28.78	\$172.68	\$1,036.08		6	\$30.22	\$181.32	\$1,087.92
Motorola	L3276AC	Trunked Intercom/Interop bases	24 HOUR	Remote Site		6	\$15.87	\$95.22	\$571.32		6	\$16.45	\$98.69	\$592.14		6	\$17.27	\$103.62	\$621.72
Motorola		Tone Remote Adapters for above	24 HOUR	Remote Site		6	\$15.87	\$95.22	\$571.32		6	\$16.45	\$98.69	\$592.14		6	\$17.27	\$103.62	\$621.72
								Year Total	\$50,345.55				Year Total	\$52,862.82				Year Total	\$55,505.96

Sites	Model/Part Number
1	Virgil
2	Marathon
3	Chickadee
4	Harford
5	Blue Creek
6	Preble Post Office
7	Truxton
8	PSB
9	Homer Fire
10	Solon
11	Taylor
12	Willie Fire



5703 Enterprise Parkway
East Syracuse, NY 13057
Toll Free: 1.800.634.8606
Phone: 315.446.8700
Fax: 315.446.8580
unitedradio.com

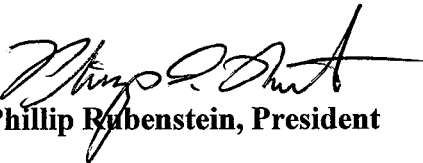
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January 16, 2023

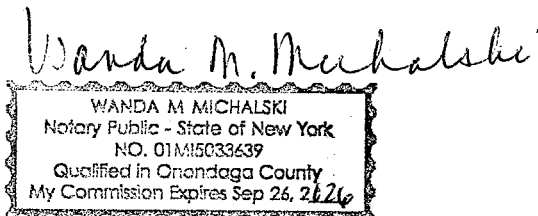
To whom it may concern:

Leslie English is the General Manager of our Communication Division at United Radio. Leslie English is authorized to act on behalf of the business and sign the Cortland County Preventative Maintenance Agreement on behalf of United Radio.

Regards,


Phillip Rubenstein, President

United Radio



Quality electronic service specialists since 1923. ISO 9001:2000 certified.

Attachment: Previous contract - 012-23_DERC-911_United Radio (13142 : Authorize Agreement with United Radio Service for 911 Paging



UNITRAD-01

JM

2.2.a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2023

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

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

PRODUCER MILLER AGENCY OF NEW YORK INC 7000 E GENESEE ST, BLDG E FAYETTEVILLE, NY 13066	CONTACT NAME:	
	PHONE (A/C, No, Ext): (315) 446-5444	FAX (A/C, No): (315) 446-5719
INSURED United Radio Inc 5703 Enterprise Parkway East Syracuse, NY 13057	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: PHOENIX INSURANCE CO.	
	INSURER B: TRAVELERS INDEMNITY COMPANY	
	INSURER C: TRAVELERS INDEMNITY CO OF CT	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	P-630-132L3909-PHX-22	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	810-1N944582-22-43-G	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$					
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB-7K726702-22-43-V	7/1/2022	7/1/2023	PER STATUTE ☒ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured for liability insurance as required by written contract to the extent of forms CG D2 46 04/19 and CA T9 60 02/15 attached.

CERTIFICATE HOLDER

CANCELLATION

Cortland County 60 Central Ave Cortland, NY 13045	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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Workers'
Compensation
Board

CERTIFICATE OF INSURANCE COVERAGE

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only) UNITED RADIO INC. 5703 ENTERPRISE PKWY EAST SYRACUSE, NY 13057 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 315-446-8700 1c. Federal Employer Identification Number of Insured or Social Security Number 160906884
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Cortland County 60 Central Ave. Cortland, NY 13045	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL567060 3c. Policy effective period 11/01/2022 to 10/31/2023

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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

Date Signed 1/16/2023 By 
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

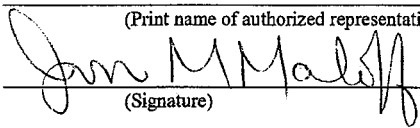
1a. Legal Name & Address of Insured (Use street address only) United Radio, Inc. 5703 Enterprise Pkwy. East Syracuse, NY 13057 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Cortland County 60 Central Ave. Cortland, NY 13045	3a. Name of Insurance Carrier Travelers Insurance Co. of Ct. 3b. Policy Number of entity listed in box "1a" UB7K26702-22-43-V 3c. Policy effective period 07/01/2022 to 07/01/2023 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

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

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

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

Approved by: Jon M. Maloff
(Print name of authorized representative or licensed agent of insurance carrier)
 Approved by:  1/16/23
(Signature) (Date)
 Title: Pres. The Miller Agency of New York, Inc.

Telephone Number of authorized representative or licensed agent of insurance carrier: 315 446 5444

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| A. BROAD FORM NAMED INSURED | H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PERSONAL PROPERTY |
| C. EMPLOYEE HIRED AUTO | J. AIRBAGS |
| D. EMPLOYEES AS INSURED | K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. BLANKET WAIVER OF SUBROGATION |
| F. WAIVER OF DEDUCTIBLE – GLASS | M. UNINTENTIONAL ERRORS OR OMISSIONS |
| G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT | |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an

additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

COMMERCIAL AUTO

Do not add this form to a policy. It is for informational purposes only.

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
 - (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

G. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

H. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

I. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

J. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

K. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative notice as soon as reasonably

COMMERCIAL AUTO

possible of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

L. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- 5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

M. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Do not add this form to a policy. It is for informational purposes only.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- (2) If a claim is made or "suit" is brought against the additional insured:

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

STATE OF NEW JERSEY

Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The person, partnership or corporation named below is hereby authorized to collect:
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

Michael J. Bong
Acting Director, Division of Taxation

UNITED RADIO, INC.
5703 ENTERPRISE PKWY
EAST SYRACUSE NY 13057-2905

Tax Registration No **XXX-XXX-884/000**

Tax Effective Date: **10-01-10**

Document Locator No **B0000571206**

Date issued: **09-28-10**

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

New York State Department of Taxation and Finance - Sales Tax

Certificate of Authority

Identification Number

16 0906884

(Use this number on all returns and correspondence)



UNITED RADIO, INC.
2949 ERIE BLVD E
SYRACUSE NY 13224

**VALIDATED
REPLACEMENT
PROCESSING DIV
SALES TAX
11-30-14
DEPT. OF TAX
AND FINANCE**

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

Not Transferable

This certificate must be prominently displayed in your place of business listed above.

Fraudulent or other improper use of this certificate may cause it to be revoked.

This certificate may not be photocopied or reproduced.

DTF-17-A (10/93)

Manufacturer	Model/Part Number	Description	Qty	Coverage	Location	2020 Rate	2020 Annual Price
Convex	2241	PAGING EQUIPMENT					
Convex	Convex VDL-RS	Audio and E&M Bridge	1	24 HOUR	Virgil Tower	\$70.77	\$70.77
Motorola	AAM50RPC9AA1 N	Variable Delay Line	8	24 HOUR	Remote Site	\$41.50	\$332.00
Motorola	L3217	Mobile Radio / cm 200, 40 watts	8	24 HOUR	Remote Site	\$133.57	\$1,068.56
Motorola	T3000	MC2500 Tone Remote Deskset	2	24 HOUR	PSB & RTC	\$27.64	\$55.28
Motorola	T5766	MTR3000 Repeater	2	24 HOUR	Virgil Tower	\$239.33	\$478.66
Motorola	L1883	MTR2000 Repeater	8	24 HOUR	Remote Site	\$853.47	\$6,827.76
Motorola / Argus	8194B	Charger	8	24 HOUR	Remote Site	\$109.74	\$877.92
Spectracom	Model 1516 / 901-9334	GPS Receiver	8	24 HOUR	Remote Site	\$228.90	\$1,831.20
Tripp Lite	BC Pro Internet Office 700	Sentri Voice Alarm Panel	8	24 HOUR	Remote Site	\$41.43	\$331.44
Dynasty	Tel 12-45	UPS	8	24 HOUR	Remote Site	\$131.27	\$1,050.16
RAD	IPMUX	Battery	8	24 HOUR	Remote Site	\$19.89	\$159.12
		ETH to Analog E&M Router	2	24 HOUR	PSB & RTC	\$25.43	\$50.86
		INTERCOM EQUIPMENT					
Motorola	APX4500	Trunked intercom/interop bases	6	24 HOUR	Remote Site	\$145.15	\$870.90
Motorola	L3276AC	Tone Remote Adapters for above	6	24 HOUR	Remote Site	\$39.38	\$236.28
						Year Total	

Cortland County Paging - Pricing Work Sheet

					2026					2027					2028				
Manufacturer	Model/Part Number	Description	Coverage	Location	Change for 2026	Qty	Per Unit Monthly	Rate	Annual Price	Change	Qty	Per Unit Monthly	Rate	Annual Price	Change	Qty	Per Unit Monthly	Rate	Annual Price
PAGING EQUIPMENT								1.02					1.02					1.02	
Convex	2241	Audio and E&M Bridge	24 HOUR	Virgil Tower		1	\$26.46	\$26.46	\$317.56		1	\$26.99	\$26.99	\$323.91		1	\$27.53	\$27.53	\$330.39
Raven	40100D-4082	Audio Bridge	24 HOUR	Virgil & Cortlandville		2	\$26.46	\$52.92	\$635.03		2	\$26.99	\$53.98	\$647.73		2	\$27.53	\$55.06	\$660.68
Convex	Convex VDL-RS	Variable Delay Line	24 HOUR	Remote Site		0	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00	\$0.00		0	\$0.00	\$0.00	\$0.00
Gatesair	IX-ACS-163-TD-ACC	Variable Delay Line AC Power	24 HOUR	Remote Site	+1	9	\$100.20	\$901.78	\$10,821.32		9	\$102.20	\$919.81	\$11,037.75		9	\$104.25	\$938.21	\$11,258.50
Gatesair	IX-ACS-163-TD-48C	Variable Delay Line DC Power	24 HOUR	Remote Site	+1	5	\$100.20	\$500.99	\$6,011.84		5	\$102.20	\$511.01	\$6,132.08		5	\$104.25	\$521.23	\$6,254.72
Motorola	AAM50RPC9AA1 N	Mobile Radio / cm 200, 40 watts	24 HOUR	Remote Site	+2	14	\$30.83	\$431.60	\$5,179.22		14	\$31.45	\$440.23	\$5,282.80		14	\$32.07	\$449.04	\$5,388.46
Motorola	L3217	MC2500 Tone Remote Deskset	24 HOUR	PSB & RTC		2	\$17.61	\$35.22	\$422.60		2	\$17.96	\$35.92	\$431.05		2	\$18.32	\$36.64	\$439.67
Motorola	T3000	MTR3000 Repeater	24 HOUR	Virgil Tower		2	\$57.25	\$114.50	\$1,374.01		2	\$58.40	\$116.79	\$1,401.49		2	\$59.56	\$119.13	\$1,429.52
Motorola	T5766	MTR2000 Repeater	24 HOUR	Remote Site	+2	14	\$57.25	\$801.51	\$9,618.09		14	\$58.40	\$817.54	\$9,810.45		14	\$59.56	\$833.89	\$10,006.66
Motorola / Argus	L1883	Charger	24 HOUR	Remote Site		10	\$16.52	\$165.16	\$1,981.93		10	\$16.85	\$168.46	\$2,021.56		10	\$17.18	\$171.83	\$2,062.00
Spectracom	8194B	GPS Receiver	24 HOUR	Remote Site	+2	14	\$39.64	\$554.99	\$6,659.91		14	\$40.44	\$566.09	\$6,793.11		14	\$41.24	\$577.41	\$6,928.97
Zetron	Model 1516 / 901-9334	Sentri Voice Alarm Panel	24 HOUR	Remote Site	+2	14	\$7.15	\$100.05	\$1,200.65		14	\$7.29	\$102.06	\$1,224.66		14	\$7.44	\$104.10	\$1,249.16
Tripp Lite	BC Pro Internet Office 700	UPS	24 HOUR	Remote Site	+2	14	\$3.07	\$42.97	\$515.65		14	\$3.13	\$43.83	\$525.96		14	\$3.19	\$44.71	\$536.48
Dynasty	Tel 12-45	Battery	24 HOUR	Remote Site	+2	14	\$15.90	\$222.67	\$2,672.00		14	\$16.22	\$227.12	\$2,725.44		14	\$16.55	\$231.66	\$2,779.95
RAD	IPMUX-1E (1151840000)	ETH to Analog E&M Router	24 HOUR	COB to Virgil		2	\$18.71	\$37.43	\$449.13		2	\$19.09	\$38.18	\$458.11		2	\$19.47	\$38.94	\$467.27
RAD	IPMUX-1E (1151840000)	ETH to Analog E&M Router	24 HOUR	COB to Cortlandville		2	\$18.71	\$37.43	\$449.13		2	\$19.09	\$38.18	\$458.11		2	\$19.47	\$38.94	\$467.27
RAD	IPMUX-1E (1151840000)	ETH to Analog E&M Router	24 HOUR	COB & RTC		2	\$18.71	\$37.43	\$449.13		2	\$19.09	\$38.18	\$458.11		2	\$19.47	\$38.94	\$467.27
RAD	IPMUX-1E (1151840000)	ETH to Analog E&M Router	24 HOUR	COB to 911	+2	2	\$18.53	\$37.06	\$444.72		2	\$18.90	\$37.80	\$453.61		2	\$19.28	\$38.56	\$462.69
HP	2610-24	Switch	24 HOUR	PSB & RTC		2	\$24.89	\$49.79	\$597.47		2	\$25.39	\$50.79	\$609.42		2	\$25.90	\$51.80	\$621.61
Tripp Lite	N785	Fiber Converter	24 HOUR	PSB,RTC,COB,911	+4	6	\$4.55	\$27.31	\$327.76		6	\$4.64	\$27.86	\$334.31		6	\$4.74	\$28.42	\$341.00
Cambium	PTP450i	Point to Point Microwave Link	24 HOUR	PSB to Cortlandville		2	\$115.29	\$230.58	\$2,766.93		2	\$117.59	\$235.19	\$2,822.27		2	\$119.95	\$239.89	\$2,878.72
Cambium	PTP450i	Point to Point Microwave Link	24 HOUR	COB to Cortlandville		2	\$115.29	\$230.58	\$2,766.93		2	\$117.59	\$235.19	\$2,822.27		2	\$119.95	\$239.89	\$2,878.72
Cambium	PTP650	Point to Point Microwave Link	24 HOUR	PSB to VIR		2	\$115.29	\$230.58	\$2,766.93		2	\$117.59	\$235.19	\$2,822.27		2	\$119.95	\$239.89	\$2,878.72
Motorola	XTL Mobile	Mobile Radio for Tone Monitors	24 HOUR	PSB & RTC		2	\$30.83	\$61.65	\$739.83		2	\$31.44	\$62.89	\$754.62		2	\$32.07	\$64.14	\$769.72
UR	NIBCO	Tone Monitors	24 HOUR	PSB & RTC		2	\$21.56	\$43.12	\$517.46		2	\$21.99	\$43.98	\$527.81		2	\$22.43	\$44.86	\$538.37
INTERCOM EQUIPMENT																			
Motorola	APX4500	Trunked intercom/interop bases	24 HOUR	Remote Site		6	\$30.82	\$184.94	\$2,219.30		6	\$31.44	\$188.64	\$2,263.69		6	\$32.07	\$192.41	\$2,308.96
Motorola	L3276AC	Tone Remote Adapters for above	24 HOUR	Remote Site		6	\$17.62	\$105.70	\$1,268.36		6	\$17.97	\$107.81	\$1,293.73		6	\$18.33	\$109.97	\$1,319.61
								Year Total	\$63,172.90				Year Total	\$64,436.36				Year Total	\$65,725.08

Check Sum
\$193,334.34

Sites	
1	Virgil
2	Marathon
3	Cincinnatus
4	Harford
5	Blue Creek
6	Preble Post Office
7	Truxton
8	PSB
9	Homer Fire
10	Solon
11	Taylor
12	Willet Fire
13	Virgil FD
14	Cuyler

Added for 2026
Added for 2026

Option 1. A fixed cost that would be paid monthly over the term of the three year period. **\$5,370.40** Per Month for 3 years

Check Sum
\$193,334.34

Option 2. Priced like current, yearly cost breakdown, paid monthly, with yearly escalators.

Year 1	Year 2	Year 3
\$5,264.41	\$5,369.70	\$5,477.09
Per Month	Per Month	Per Month

Check Sum
\$193,334.34

August 2025

911

- EMS response concerns
- Microwave upgrade – awaiting project timeline
- Emergency Fire Dispatching progressing
- Fully staffed

Emergency Management

- New RAVE alerting system – up and running; much work still to be done
- Fall firefighter training series is getting ready to start at Regional Training Center

Fire Service

- Search team issues raised at County Chiefs meeting
- Using NYS State Office of Fire Prevention & Control for Fire investigations
- Still supporting repairs to radios under grant funding

22 West Court

- Awaiting on County IT to move 911 related servers from COB

Grants

- Awaiting announcement of 2026 grant funding rounds.

08/08/25
09:38

DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION
CAD Calls by Day and Time

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Hour	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
00:00-00:59	42	51	55	63	42	55	51	359
01:00-01:59	49	71	66	55	35	56	38	370
02:00-02:59	54	56	44	61	50	48	61	374
03:00-03:59	42	49	52	50	39	36	46	314
04:00-04:59	42	45	36	48	36	37	49	293
05:00-05:59	27	26	24	30	26	20	25	178
06:00-06:59	17	12	23	26	22	19	16	135
07:00-07:59	37	38	28	31	23	21	25	203
08:00-08:59	40	52	51	45	43	29	27	287
09:00-09:59	42	63	71	61	50	51	32	370
10:00-10:59	59	65	73	68	49	45	31	390
11:00-11:59	58	68	73	59	44	57	43	402
12:00-12:59	44	80	74	83	49	60	35	425
13:00-13:59	84	60	75	69	61	51	32	432
14:00-14:59	62	53	78	84	61	56	42	436
15:00-15:59	43	83	88	61	52	48	27	402
16:00-16:59	43	77	76	68	73	64	42	443
17:00-17:59	63	90	63	60	67	46	43	432
18:00-18:59	60	61	54	65	52	64	51	407
19:00-19:59	36	57	71	66	50	57	54	391
20:00-20:59	40	67	57	53	47	39	36	339
21:00-21:59	52	70	61	52	66	61	51	413
22:00-22:59	44	56	55	58	65	44	37	359
23:00-23:59	48	46	33	52	68	46	42	335
Total by Day	1128	1396	1381	1368	1170	1110	936	8489

Report Includes:

All reported dates between `00:00:00 07/01/25` and `23:59:59 07/31/25`
 All nature of incidents
 All respond to addresses
 All respond to cities
 All agencies

*** End of Report /tmp/rptrXfF1R-rpcdcdt.r1_1 ***

Attachment: August 2025, calls by time of day (13184 : DOERC Monthly Report)

08/08/25
09:37

DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION
Total CAD Calls Received, by Nature of Call

4402
Page: 1

Nature of Call	Total Calls Received	% of Total
-----	-----	-----
911 HANG UP	144	1.70
911 NOT DISPATCHED	161	1.90
911 OPEN LINE	121	1.43
ABDOMINAL PAIN	2	0.02
ABDOMINAL PAIN II	9	0.11
ABDUCTION/KIDNAPPING	1	0.01
ADMINISTRATIVE	177	2.09
POLICE ALARM	73	0.86
ALLERGIC REACTION	2	0.02
ALLERGIC REACTION II	2	0.02
ANIMAL PROBLEM	112	1.32
ARREST VI	3	0.04
ARREXT X	5	0.06
ASSAULT	6	0.07
ASSAULT VII	1	0.01
ASSIST	336	3.96
ATTEMPT TO LOCATE	41	0.48
FIRE ALARM	47	0.55
BACK PAIN	4	0.05
BACK PAIN II	6	0.07
BAR CHECK	2	0.02
TROUBLE BREATHING	29	0.34
TROUBLE BREATHING II	9	0.11
TROUBLE BREATHING III	1	0.01
GRASS/BRUSH FIRE	7	0.08
BURGLARY	39	0.46
BURNS	1	0.01
BURNS II	1	0.01
CARBON MONOXIDE	11	0.13
CHEST PAIN	23	0.27
CHEST PAIN II	1	0.01
CHOKING	4	0.05
CHOKING II	1	0.01
CITY CODE VIOLATION	3	0.04
CIVIL ONLY	127	1.50
CRIMINAL MISCHIEF	25	0.29
SPECIAL DETAIL	82	0.97
DIABETIC PROBLEM	3	0.04
DIABETIC PROBLEM II	5	0.06
DISORDERLY CONDUCT	71	0.84
DISTURBANCE	115	1.36
DOMESTIC	80	0.94
DRUG INVESTIGATION	15	0.18
DSS ASSIST/HOME VISIT	30	0.35
DSS NOTIFICATION	69	0.81
ILLEGAL DUMPING	5	0.06
EMERGENCY BUTTON ACTIVATION	3	0.04
EMOTIONALLY DISTURBED PERSON	57	0.67
EMS	13	0.15
EQUIPMENT PROBLEM	15	0.18
EXPOSURE	2	0.02
EXPOSURE II	3	0.04
FALL	4	0.05
FALL II	102	1.20
FIELD INVESTIGATION	58	0.68

Attachment: August 2025, calls by nature (13184 : DOERC Monthly Report)

08/08/25
09:37

DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION
Total CAD Calls Received, by Nature of Call

4402
Page: 2

Nature of Call -----	Total Calls Received -----	% of Total -----
OUTSIDE FIRE	17	0.20
FOLLOW UP INVESTIGATION/ACTIO	653	7.70
FOUND PROPERTY	45	0.53
FRAUD	43	0.51
HARASSMENT	126	1.49
HAZARDOUS CONDITION	20	0.24
HEADACHE	4	0.05
HEADACHE II	2	0.02
HEART	9	0.11
HEART II	1	0.01
HEMORRHAGE	12	0.14
HEMORRHAGE II	14	0.17
INFORMATION	5	0.06
INVESTIGATION	140	1.65
JAIL INVESTIGATION	1	0.01
JUVENILE PROBLEM	26	0.31
LARCENY	98	1.16
LIFTING ASSISTANCE	6	0.07
LOST PROPERTY	30	0.35
MISSING PERSON	17	0.20
NOISE COMPLAINT	58	0.68
NOTIFICATION	38	0.45
OVERDOSE/POISONING III	2	0.02
OVERDOSE/POISONING V	1	0.01
OPEN DOOR	16	0.19
COMMUNITY OUTREACH	43	0.51
PARKING COMPLAINT	32	0.38
PROPERTY DAMAGE MVA	155	1.83
PERSONAL INJURY MVA	26	0.31
PERSONAL INJURY MVA IX	2	0.02
PREGNANCY	2	0.02
PROCESSING	3	0.04
PROPERTY CHECK	2343	27.62
REPOSSESSION	14	0.17
ROBBERY	1	0.01
SEIZURES	7	0.08
SEIZURES II	6	0.07
SEIZURES X	2	0.02
SEND	33	0.39
SERVICE CALL	37	0.44
SEX CRIME	14	0.17
SEX OFFENDER	29	0.34
SHOTS FIRED	8	0.09
SICK PERSON	28	0.33
SICK PERSON II	55	0.65
STOLEN VEHICLE	5	0.06
STROKE	9	0.11
STROKE II	1	0.01
STRUCTURE FIRE	10	0.12
SUSPICIOUS	90	1.06
TEST CALL	29	0.34
TRAFFIC PROBLEM	68	0.80
TRANSFER	22	0.26
TRANSFER X	1	0.01
TRANSPORT	152	1.79

Attachment: August 2025, calls by nature (13184 : DOERC Monthly Report)

08/08/25
09:37

DEPARTMENT OF EMERGENCY RESPONSE AND COMMUNICATION
Total CAD Calls Received, by Nature of Call

4402
Page: 3

Nature of Call	Total Calls Received	% of Total
TRAUMATIC II	4	0.05
TREE DOWN	21	0.25
TRESPASSING	126	1.49
TRAFFIC STOP	1017	11.99
UNCONSCIOUS/FAINTING	18	0.21
UNCONSCIOUS/FAINTING II	5	0.06
UNKNOWN PROBLEM	13	0.15
VEHICLE COMPLAINT	140	1.65
VEHICLE FIRE	5	0.06
WARRANT ARREST	42	0.50
PERSON WITH A WEAPON	10	0.12
WELFARE CHECK	175	2.06
WIRES DOWN	28	0.33
Total Calls:		8484

Report Includes:

All dates between `00:00:00 07/01/25` and `23:59:59 07/31/25`
 All nature of incidents
 All cities
 All types
 All priorities
 All agencies
 All zones

*** End of Report /tmp/rptPN1C99-rpcdtccr.r1_1 ***

Attachment: August 2025, calls by nature (13184 : DOERC Monthly Report)

Cortland County Coroner

2025 Death Report

<u>January</u> Deaths---9 Autopsies----4	<u>February</u> Deaths---6 Autopsies---3	<u>March</u> Deaths--7 Autopsies--1
<u>April</u> Deaths--6 Autopsies--3	<u>May</u> Deaths--7 Autopsies-4	<u>June</u> Deaths---6 Autopsies--5
<u>July</u> Deaths---9 Autopsies--5	<u>August</u> Deaths- Autopsies-	<u>September</u> Deaths- Autopsies-
<u>October</u> Deaths- Autopsies-	<u>November</u> Deaths- Autopsies-	<u>December</u> Deaths- Autopsies-

2025 DA Statistics

	Jan 2024	Jan 2025	Feb 2024	Feb 2025	Mar 2024	Mar 2025	Apr 2024	Apr 2025	May 2024	May 2025	June 2024	June 2025
Fel-County & City	24	25	16	22	19	28	31	40	35	36	13	23
Misd City	28	27	17	30	23	22	30	28	27	29	26	23
Misd County	35	40	35	40	36	38	52	42	40	35	29	51
Violations City	10	1	9	8	12	9	7	19	16	31	11	24
Violations County	2	8	5	6	12	6	1	5	2	9	3	13
Sealed Indictments	0	0	0	0	0	0	2	0	2	1	1	1
TOTALS:	99	101	82	106	102	103	123	134	122	141	83	135
Vehicle and Traffic	271	262	208	140	223	262	404	182	344	193	313	
DWI's	11	22	10	20	10	24	24	25	15	19	9	15
	July 2024	July 2025	Aug 2024	Aug 2025	Sep 2024	Sep 2025	Oct 2024	Oct 2025	Nov 2024	Nov 2025	Dec 2024	Dec 2025
Fel-County & City	25		23		26		17		11		48	
Misd City	35		42		39		31		19		35	
Misd County	14		35		43		32		25		55	
Violations City	10		12		26		21		17		8	
Violations County	9		3		5		3		4		4	
Sealed Indictments	0	0	1		3		2		0		1	
TOTALS:	93	0	116	0	142	0	106	0	76	0	151	0
Vehicle and Traffic	335		301		208		186		287		354	
DWI's	16		11		23		10		13		27	

CORTLAND COUNTY PUBLIC DEFENDER

Public Defender

Kevin A. Jones

Chief Asst. Public Defender

Anita Ribeiro

Cortland County Office Building

60 Central Avenue

Cortland, New York 13045

(607) 753-5046

Facsimile (607) 753-0781

Service by Fax not accepted

Assistant Public Defenders

Kayla D. Hardesty

BreAnna L. Avery

Jarrold W. Smith

Jennifer L. Rosenberg

LaVonda S. Collins

Thomas J. Keegan, II

James A. Davis

August 5, 2025

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

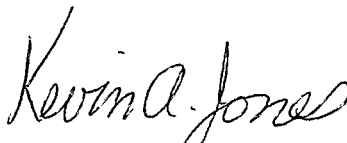
Re: Public Defender Office Update

Dear JPS Chair Price:

1. Compared to last month, new cases assigned to the Public Defender's Office has shown a slight decrease in criminal cases and family court cases for June and an increase in criminal and family court cases for July. See enclosed chart.
2. The office is within our budget.
3. Our office continues to pursue and collect grant revenues.
4. Our office is continuing our recruitment efforts to fill our two vacant attorney positions.

Please contact me if you have any questions.

Very truly yours,



Kevin A. Jones
Public Defender

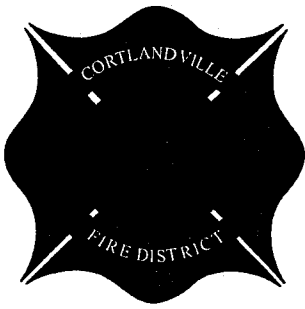
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Attachment: JPS JUNE-JULY 2025 (13180 : Public Defender Monthly Report)

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

2025

		Jan.	Feb.	March	April	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Year-to-date	
Family Court	2020	39	31	32	18	13	22	25	20	43	24	25	22	314	
	2021	36	40	33	27	27	19	38	22	43	35	23	15	358	
	2022	17	24	32	29	30	17	28	26	29	21	20	31	304	
	2023	37	39	13	33	30	30	17	39	28	3	20	22	311	
	2024	11	13	23	31	26	28	21	13	44	29	25	29	293	
	2025	15	22	33	32	32	27	32						193	
Felonies	2020	13	19	8	4	6	17	22	15	25	21	9	14	173	
	2021	9	10	23	13	24	16	12	16	24	14	25	16	202	
	2022	14	7	11	22	11	11	20	7	10	12	15	8	148	
	2023	10	15	5	14	8	11	14	13	6	8	17	14	135	
	2024	11	9	8	13	18	6	9	4	12	5	7	14	116	
	2025	15	11	13	21	8	5	8						81	
Misdemeanors	2020	34	32	28	8	6	36	44	53	55	60	34	31	421	
	2021	32	36	52	65	76	59	44	60	64	42	43	42	615	
	2022	60	56	37	63	79	33	61	26	36	36	29	38	554	
	2023	33	44	53	35	43	45	41	36	33	43	30	33	469	
	2024	36	32	26	47	32	36	36	24	31	23	24	30	377	
	2025	52	48	29	40	27	15	10						221	
Violations	2020	7	6	6	0	1	5	5	4	7	20	6	5	72	
	2021	3	9	12	7	11	7	10	5	14	6	11	7	102	
	2022	9	10	3	10	13	8	6	7	1	1	62	5	135	
	2023	2	3	7	4	1	3	5	8	8	7	4	8	60	
	2024	3	3	6	2	3	3	6	5	6	5	2	4	48	
	2025	5	5	1	3	4	10	2						30	
Arraignments/Advice Only	2020	8	10	7	4	8	15	22	21	19	22	17	15	168	
	2021	17	15	17	16	22	25	20	16	21	19	19	20	227	
	2022	24	19	27	25	26	28	31	30	27	33	31	38	339	
	2023	25	26	29	26	19	16	9	0	0	0	0		150	
	2024	14	10	39	36	27	21	14	49	37	55	24	30	356	
	2025	27	24	45	33	31	40	41						241	
Supreme Court Integrated Domestic Violence (IDV) or Matrimonial	2020	2	0	0	0	2	3	1	2	4	1	0	0	15	
	2021	1	1	4	0	0	0	0	0	1	0	0	1	8	
	2022	0	3	0	0	3	0	0	0	0	2	1	0	9	
	2023	0	0	0	0	0	0	1	0	0	0	0		1	
	2024	0	0	1	0	3	0	6	4	6	1	0	0	21	
	2025	3	0	1	4	1	9	3						21	
Parole	2020	6	4	8	1	0	1	2	4	1	5	2	2	36	
	2021	2	2	4	3	0	0	1	0	2	0	2	0	16	
	2022	2	1	0	0	0	0	1	0	0	0	0	0	4	
	2023	0	1	1	0	0	0	2	0	0	0	0		4	
	2024	0	1	1	0	0	1	1	0	2	0	0	2	8	
	2025	0	3	1	0	0	0	0						4	
Fugitive	2020	0	1	1	0	0	0	0	0	0	2	0	0	4	
	2021	1	0	0	0	1	0	0	0	0	0	2	0	4	
	2022	0	0	0	0	0	0	0	1	0	0	0	0	1	
	2023	0	0	0	0	0	0	0	0	0	0	0	0	0	
	2024	0	0	0	0	0	0	0	1	0	0	0	0	1	
	2025	0	0	0	0	0	0	0						0	
Appeal & Post-conviction Motion	2020	1	0	0	0	0	0	0	0	0	0	0	0	1	
	2021	0	0	0	0	0	0	0	0	0	0	0	0	0	
	2022	0	0	0	0	0	0	0	0	0	0	0	0	0	
	2023	0	0	0	0	0	0	0	0	0	1	0	0		
	2024	0	0	0	0	0	0	0	0	0	0	0	0	0	
	2025	0	0	0	0	0	0	0						0	
Total per month	2020	110	103	90	35	36	99	121	119	154	155	93	89	1204	
	2021	101	113	145	131	161	126	125	119	169	116	125	101	1532	
	2022	126	120	110	149	162	97	147	97	103	105	158	120	1494	
	2023	107	128	108	112	101	105	89	96	75	62	71	77	1130	
	2024	75	68	104	129	109	95	93	100	138	118	82	109	1220	
	2025	117	113	123	133	103	106	96						791	
Total month-to-date	2020	110	213	303	338	374	473	594	713	867	1022	1115	1204		
	2021	101	214	359	490	651	777	902	1021	1190	1306	1431	1532		
	2022	126	246	356	505	667	764	911	1008	1111	1216	1374	1494		
	2023	107	235	343	455	556	661	750	846	921	983	1054	1131		
	2024	75	143	247	376	485	580	673	773	911	1029	1111	1220		
	2025	117	230	353	486	589	695	791							
Average Cases per Month	2020	110	106.5	101	85	75	79	85	89	96	102	101	100		
	2021	101	107	120	123	130	130	129	128	132	131	130	128		
	2022	126	123	119	126	133	127	130	126	123	122	125	125		
	2023	107	118	114	91	111	110	107	106	102	98	96	94		
	2024	75	72	82	75	97	97	96	97	101	103	101	102		
	2025	117	115	118	97	118	116	113							

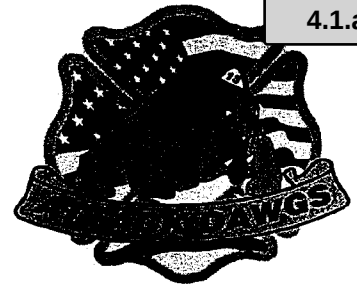


Cortlandville Fire District

999 State Route 13, Cortland, NY 13045

Phone: (607) 753-9014

Email: commissionerminutes@cortlandvillefire.org



4.1.a

July 21st, 2025

Cortland County Legislature
Chairman Kevin Fitch
6961 Route 41
Homer, NY 13077

Dear Chairman Fitch,

I feel compelled to write this letter to you and the entire Legislature to illustrate the remarkable efficiency of our emergency responders and the indispensable role played by the Cortland County Department of Emergency Response and Communications, particularly Director Scott Roman. Today, several emergency responders were informed of a situation involving one of our colleagues who had fallen severely ill over the weekend. He had lost a significant amount of blood and was struggling to maintain consciousness, which was sporadic at best. Despite his condition, he was refusing help, being the stoic and independent individual that he is.

Our initial plan was to drive to Alexandria Bay, today Monday July 21st, 2025, to assess and assist him. However, as emergency responders often do, we discussed various ideas and plans. It quickly became evident that he required medical attention much sooner than the 2 ½ hour drive we were planning. We strongly urged him to call 911, but he informed us that no one answered when he called. At this point, we realized we needed immediate assistance but were unsure how to obtain it.

This is when I decided to contact Director Roman, beginning the conversation with an urgent plea for help. I provided him with the address, and he promptly identified the county in question and gave me a contact number. Although it felt like an eternity, this all transpired within minutes. Upon calling the number, an individual answered, and after relaying the situation, they routed me to their 911 Center. The transfer was immediate, and the dispatchers were exceptional in gathering information and ensuring our colleague received the necessary assistance.

I want to commend Director Roman for his immediate life-saving actions, as well as the personnel from St. Lawrence County. The only name I managed to note during the entire event was Dispatcher Jones. I respectfully request that the St. Lawrence County Legislature be informed of the seamless handling of this call and the commendable efforts of the Morristown Ambulance team in transporting our dear friend and emergency responder to the Claxton-Hepburn Medical Center in Ogdensburg, New York.

Sincerely,

Kevin Whitney
Fire District Chairman
607 423-2073

Cc: Cortland County Legislators

Attachment: ltr_Roman_St_Lawrence_Commendation_Cortlandville_20250721 (13201 : Director Roman - Letter of Commendation)