Cortland County Legislature

Legislative Session

~ Minutes ~

Legislative Chambers
Cortland, NY 13045
http://www.cortland-co.org

Thursday, April 27, 2023 **6:00 PM** **Board Room**

Public Hearings

1. Local Law "E" of 2023 - a Local Law Authorizing Real Property Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Service Workers

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

2. Public Hearing Sign in Sheet Local Law "E" of 2023

RESULT:	**COMPLETED**

Salute to the Flag

Call to Order

The meeting was called to order at 6:02 PM by Chair of the Legislature Kevin Fitch

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Present	
Beau Harbin	Cortland County, NY	Minority Leader	Present	
Cathy Bischoff	Cortland County, NY	Legislator	Present	
Ronald J. Van Dee	Cortland County, NY	Legislator	Present	
Susan Wilson	Cortland County, NY	Legislator	Present	
Richard Stock	Cortland County, NY	Legislator	Present	
Ann Homer	Cortland County, NY	Legislator	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Linda Jones	Cortland County, NY	Legislator	Excused	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Present	
Joseph Nauseef	Cortland County, NY	Legislator	Present	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	
Sandra Price	Cortland County, NY	Legislator	Excused	
George Wagner	Cortland County, NY	Majority Leader	Present	
Paul Heider	Cortland County, NY	Legislator	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	

Approval of Minutes

1. Cortland County Legislature - Legislative Session - Mar 23, 2023 6:00 PM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

Privilege of the Floor

Proclamations & Recognitions

1. Proclamations

RESULT:	**COMPLETED**

Presentation of Petitions, Communications, and Notice

Receive and File

1. 2022 Department of Social Services Annual Report

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

2. Receive & File Ketllebail Solar and Storage Project/Emeren Notification

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Resolutions from the Chair

AGENDA ITEM NO. 1 – Local Law "13" of 2023 – a Local Law Redistricting the County of CortlandA roll call vote was taken as follows:

	Votes	AYE	NAY	Total
Bentley (LD1)	***2744***	1		2744
Bischoff (LD3)	***2743***	1		2743
Eccleston (LD17)	***3379***	1		3379
Harbin (LD2)	***2747***	1		2747
Heider (16)	***3192***	1		3192
Homer (LD7)	***2743***	1		2743
Jones (LD9)	***2989***		1	0
Nauseef (LD12)	***2819***	1		2819
Newell (LD11)	***2837***	1		2837
Preston (LD10)	***2995***	1		2995
Price (LD14)	***3344***		1	0
Stock (LD6)	***2740***	1		2740
VanDee (LD4)	***2743***	1		2743
Wagner (LD 15)	***2734***	1		2734
Waldbauer (LD13)	***2853***	1		2853
Wilson (LD5)	***2744***	1		2744
Chairman Fitch (LD8)	***2990***	1		2990
Total	46346	15	2	43003
		Majority	24669	
		2/3rd	32892	

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FITCH **RESOLUTION NO. 60-23**

Local Law "13" of 2023 – a Local Law Redistricting the County of Cortland

WHEREAS, Local Law 2 of 1972 - A Local Law Reapportioning the County of Cortland, established the legislative form of government and the legislative districts for the County of Cortland, AND

WHEREAS, pursuant to Section 206 of Local Law No. 2 of 1972, the Cortland County Legislature shall appoint a commission to evaluate the existing County legislative districts for equity and representation in relation to population, AND

WHEREAS, the Chairman of the Legislature formed the Redistricting Commission and a citizen's advisory committee to prepare a Local Law for presentation to the Cortland County Legislature, AND

WHEREAS, the Redistricting Commission recommends Local Law "13" of 2023 be presented to the full legislature, AND

WHEREAS, the Cortland County legislative election districts, as established in 2012 by Local Law 6 of 2012, are required to be modified to meet legislative district population requirements, AND

WHEREAS, the United States Census Bureau has established Census Blocks utilized in the 2020 Federal Census, AND

WHEREAS, the census tract numbers have been incorporated in setting the boundaries for the Cortland County legislative districts, AND

WHEREAS, Local Law "13" for the Year 2023 - a Local Law Redistricting the County of Cortland has been in its final form upon the desks of the members of the Legislature at least seven calendar days prior to this date, AND

WHEREAS, a Public Hearing for Local Law "13" of 2023, was held March 23, 2023, before this Legislature, following the publication of notice thereof required by law, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby directs the Board of Elections to make the necessary modifications to the election districts established in 2012 as described in Article 2, AND BE IT FURTHER

RESOLVED, that Local Law "D" for 2023 be adopted and enacted as follows:

Local Law "13" of 2023 - A Local Law Redistricting the County of Cortland

CONTENTS

Article 1.	Purpose
Article 2.	Reapportionment of districts
Article 3.	Effect on Local Laws and Resolutions
Article 4.	Effective date

ARTICLE 1.

This Local Law sets forth revised Legislative districts which have been developed based upon the 2020 federal census with the conformity of the "one person-one vote" concept as its objective.

ARTICLE 2.

Reapportionment of Districts: For the purpose of electing legislators, Cortland County will be divided into fifteen (15) legislative districts the population of which shall be based on the Two Thousand Twenty (2020) federal census. The territorial boundaries and population of these districts are as follows:

Districts: With the passage of this Local Law the districts from which legislators in Cortland County will be elected effective with the November 2023 Election and their respective populations are as follows:

LEGISLATIVE DISTRICT NO. 1

City of Cortland (Census Blocks 360239707001000, 360239707001001, 360239707001002, 360239707001003, 360239707001004, 360239707002000,

360239707002001, 360239707002002, 360239707002003, 360239707002004, 360239707002005, 360239707002006, 360239707002007, 360239707002008, 360239707002009, 360239707002010, 360239707002011, 360239707002012, 360239707002013, 360239707002014, 360239707002015, 360239707002016, 360239707002017, 360239707002018, 360239707002019, 360239707002020, 360239707003000, 360239707003001, 360239707003002, 360239707003003, 360239707003004, 360239707003005, 360239707003006, 360239707003007, 360239707003008, 360239707003009, 360239707004000, 360239707004001, 360239707004002, 360239707004003, 360239707004004, 360239707004005, 360239707004006, 360239707004007, 360239707004008, 360239707004009, 360239707004010, 360239707004011, 360239707004012, 360239707004013)

Population: 3,052

LEGISLATIVE DISTRICT NO. 2

City of Cortland (Census Blocks 360239706002000, 360239706002001, 360239706002002, 360239706002003, 360239706002004, 360239706002005, 360239706002006, 360239706002007, 360239706002008, 360239706003001, 360239706003002, 360239706003003, 360239706003004, 360239706003005, 360239706003006, 360239706003007, 360239706003008, 360239707005000, 360239707005001, 360239707005002, 360239707005003, 360239707005004, 360239707005005, 360239707005006, 360239707005007, 360239707005008, 360239707005009, 360239707005010, 360239708001005, 360239708001006, 360239709003000, 360239709003001, 360239709003002, 360239709003003, 360239709003004, 360239709003007, 360239709003008, 360239709003009, 360239709003010)

Population: 3,157

LEGISLATIVE DISTRICT NO. 3

City of Cortland (Census Blocks 360239707001005, 360239707001006, 360239707001007, 360239707001008, 360239708001000, 360239708001001, 360239708001002, 360239708001003, 360239708001004, 360239708001007, 360239708001008, 360239708001009, 360239708001010, 360239708001011, 360239709003005, 360239709003006, 360239709004001, 360239709004002, 360239709004003, 360239709004004, 360239709004005, 360239709004011, 360239709004015)

Population: 3,042

LEGISLATIVE DISTRICT NO. 4

City of Cortland (Census Blocks 360239709001009, 360239709001010, 360239709001011, 360239709001012, 360239709002000, 360239709002001, 360239709002002, 360239709002003, 360239709002004, 360239709002005, 360239709002006, 360239709002007, 360239709002008, 360239709002009, 360239709002010, 360239709004000, 360239709004006, 360239709004007, 360239709004008, 360239709004009, 360239709004010, 360239709004012, 360239709004013, 360239709004014, 360239709004016, 360239709004017, 360239709004018)
Town of Cortlandville (Census Blocks 360239710004000, 360239710004001, 360239710004002, 360239710004003, 360239710004004, 360239710004005,

360239710004006, 360239710004023, 360239710005000, 360239710005001, 360239710005002)

Population: 3,176

LEGISLATIVE DISTRICT NO. 5

City of Cortland (Census Blocks 360239705001000, 360239705001001, 360239705001002, 360239705001003, 360239705001004, 360239705001005, 360239705001006, 360239705001007, 360239705001008, 360239705001009, 360239705001010, 360239705001011, 360239705001012, 360239705001013, 360239705001014, 360239705001015, 360239705001016, 360239705004000, 360239706001000, 360239706001001, 360239706001005, 360239706001006, 360239706001007, 360239706001008, 360239706001009, 360239706001010, 360239706001011, 360239706001012, 360239706003000, 360239709001000, 360239709001001, 360239709001002, 360239709001003, 360239709001004, 360239709001005, 360239709001006, 360239709001007, 360239709001008)

Population: 3,155

LEGISLATIVE DISTRICT 6

City of Cortland (Census Blocks 360239705002000, 360239705002001, 360239705002002, 360239705002003, 360239705002004, 360239705002005, 360239705002006, 360239705002007, 360239705002008, 360239705002009, 360239705002010, 360239705002011, 360239705002012, 360239705003000, 360239705003001, 360239705003002, 360239705003003, 360239705003004, 360239705003005, 360239705003006, 360239705003007, 360239705004001, 360239705004002, 360239705004003, 360239705004004, 360239705004005, 360239705004006, 360239706001002, 360239706001003, 360239706001004, 360239706004000, 360239706004001, 360239706004002, 360239706004003, 360239706004004, 360239706004005)

Population: 3,172

LEGISLATIVE DISTRICT 7

Town/Village of Homer (Census Blocks 360239702021022, 360239702021023, 360239702021027, 360239702021034, 360239702021035, 360239702021049, 360239702022021, 360239702022052, 360239702022053, 360239703001000, 360239703001001, 360239703001002, 360239703001003, 360239703001004, 360239703001005, 360239703001006, 360239703001007, 360239703001008, 360239703001009, 360239703001010, 360239703001011, 360239703001012, 360239703001013, 360239703001014, 360239703001015, 360239703001016, 360239703002000, 360239703002001, 360239703002002, 360239703002003, 360239703002004, 360239703002005, 360239703002006, 360239703002007, 360239703002008, 360239703002009, 360239703002010, 360239703002011, 360239703002012, 360239703002013, 360239703002014, 360239703003000, 360239703003001, 360239703003002, 360239703003003, 360239703003004, 360239703003005, 360239703003006, 360239703003007, 360239703003008, 360239703003009, 360239703003010, 360239703003011, 360239703003012, 360239703003013, 360239703003014, 360239703003015, 360239703004000, 360239703004001, 360239703004002, 360239703004003, 360239703004004, 360239703004005, 360239703004006, 360239703004007, 360239703004008, 360239703004009, 360239703004010, 360239703004011, 360239703004012,

360239710001003, 360239710001004, 360239710001005, 360239710001006, 360239710001007, 360239710001008, 360239710001021)

Population: 3,197

LEGISLATIVE DISTRICT NO. 8

Town of Preble (All Census Blocks)
Town of Scott (All Census Blocks)
Town of Homer (Census Blocks 360239702021000, 360239702021001, 360239702021002, 360239702021003, 360239702021004, 360239702021005, 360239702021006, 360239702021007, 360239702021008, 360239702021009, 360239702021012, 360239702021013, 360239702021014, 360239702021044, 360239702021070, 360239702022000, 360239702022001, 360239702022002, 360239702022003, 360239702022004, 360239702022005, 360239702022006, 360239702022007, 360239702022008, 360239702022009, 360239702022010, 360239702022011, 360239702022012, 360239702022013, 360239702022014, 360239702022015, 360239702022016, 360239702022017, 360239702022058, 360239702022075)

Population: 3,191

LEGISLATIVE DISTRICT NO. 9

Town of Cortlandville (Census Blocks 360239704001010, 360239704001011, 360239704001042, 360239704001044, 360239704001045, 360239710001000, 360239710001001, 360239710001002, 360239710001009, 360239710001010, 360239710001011, 360239710001018, 360239710001019, 360239710001020, 360239710001023, 360239710001024, 360239710001025, 360239710001026, 360239710001027, 360239710001028, 360239710001029)
Town of Homer (Census Blocks 360239702021010, 360239702021011, 360239702021015, 360239702021016, 360239702021017, 360239702021018, 360239702021019, 360239702021020, 360239702021021, 360239710001022, 360239702021024, 360239702021025, 360239702021026, 360239702021028, 360239702021029, 360239702021030, 360239702021031, 360239702021032, 360239702021033, 360239702021036, 360239702021037, 360239702021038, 360239702021039, 360239702021040, 360239702021046, 360239702021047, 360239702021048, 360239702021050, 360239702021051, 360239702021052, 360239702021054, 360239702021055, 360239702021056, 360239702021057, 360239702021058, 360239702021059, 360239702021060, 360239702021064, 360239702021065, 360239702021066, 360239702021067, 360239702021068, 360239702021069, 360239702022018, 360239702022019, 360239702022020, 360239702022022, 360239702022023, 360239702022024, 360239702022025, 360239702022026, 360239702022027, 360239702022028, 360239702022029, 360239702022030, 360239702022031, 360239702022032, 360239702022033, 360239702022034, 360239702022035, 360239702022036, 360239702022037, 360239702022038, 360239702022039, 360239702022040, 360239702022041, 360239702022042, 360239702022043, 360239702022044, 360239702022045, 360239702022046, 360239702022047, 360239702022048, 360239702022049, 360239702022050, 360239702022051, 360239702022054, 360239702022055, 360239702022056, 360239702022057, 360239702022059, 360239702022060, 360239702022061, 360239702022062, 360239702022063, 360239702022064, 360239702022065, 360239702022066, 360239702022067, 360239702022068, 360239702022069, 360239702022070, 360239702022071, 360239702022072, 360239702022073, 360239702022074, 360239703001017)

Population: 3,175

LEGISLATIVE DISTRICT NO. 10

Town of Cortlandville (Census Blocks 360239710001012, 360239710001013, 360239710001014, 360239710001015, 360239710001016, 360239710001017, 360239710001030, 360239710001031, 360239710001032, 360239710002000, 360239710002001, 360239710002002, 360239710002003, 360239710002004, 360239710002005, 360239710002006, 360239710002007, 360239710002008, 360239710002009, 360239710002010, 360239710002011, 360239710002012, 360239710002013, 360239710002014, 360239710002015, 360239710002016, 360239710002017, 360239710002018, 360239710002019, 360239710002020, 360239710002021, 360239710002022, 360239710002023, 360239710002024, 360239710002025, 360239710002026, 360239710002027, 360239710002028, 360239710002029, 360239710002030, 360239710002031, 360239710002032, 360239710002033, 360239710002034, 360239710002035, 360239710003000, 360239710003001, 360239710003002, 360239710003003, 360239710003004, 360239710003005, 360239710003006, 360239710003007, 360239710003008, 360239710003009, 360239710003010, 360239710003011, 360239710003012, 360239710003013, 360239710003028, 360239710003029, 360239710004007, 360239710004008, 360239710004009, 360239710004010, 360239710004011, 360239710004012, 360239710004013, 360239710004014, 360239710004015, 360239710004016, 360239710004017, 360239710004018, 360239710004019, 360239710004020, 360239710004021, 360239710005003, 360239710005004, 360239710005005, 360239710005006, 360239710005007, 360239710005008, 360239710005009, 360239710005010, 360239710005011, 360239710005012, 360239710005013, 360239710005014, 360239710005015)

Population: 3,192

LEGISLATIVE DISTRICT NO. 11

Town of Cortlandville (Census Blocks 360239704001000, 360239704001001, 360239704001002, 360239704001003, 360239704001004, 360239704001005, 360239704001006, 360239704001007, 360239704001008, 360239704001009, 360239704001012, 360239704001013, 360239704001014, 360239704001015, 360239704001016, 360239704001017, 360239704001018, 360239704001019, 360239704001020, 360239704001021, 360239704001022, 360239704001023, 360239704001024, 360239704001025, 360239704001026, 360239704001027, 360239704001028, 360239704001029, 360239704001030, 360239704001031, 360239704001032, 360239704001033, 360239704001034, 360239704001035, 360239704001036, 360239704001037, 360239704001038, 360239704001039, 360239704001040, 360239704001041, 360239704001043, 360239704001046, 360239704001047, 360239704001048, 360239704002000, 360239704002001, 360239704002002, 360239704002003, 360239704002004, 360239704002005, 360239704002006, 360239704002007, 360239704002008, 360239704002009, 360239704002010, 360239704002011, 360239704002012, 360239704002013, 360239704002014, 360239704002015, 360239704002016, 360239704002017, 360239704002018, 360239704002019, 360239704002020, 360239704002021, 360239704002022, 360239704002023, 360239704002024, 360239704002025, 360239704002026, 360239704002027, 360239704002028, 360239704002029, 360239704002030, 360239704002031, 360239704002032, 360239704002036, 360239704002041, 360239704002042, 360239704002043, 360239704003000, 360239704003001, 360239704003002, 360239704003003, 360239704003004,

360239704003005, 360239704003006, 360239704003007, 360239704003008, 360239704003009, 360239704003010, 360239704003011, 360239704003012, 360239704003013, 360239704003014, 360239704003015, 360239704003016, 360239704003017, 360239704003018, 360239704003019, 360239704003020, 360239704003021, 360239704003022, 360239704003023, 360239704003024, 360239704003025, 360239704003026, 360239704003027, 360239704003028, 360239704003029, 360239704003030, 360239704003031, 360239704003032, 360239704003033, 360239710003014, 360239710003015, 360239710003016, 360239710003017, 360239710003018, 360239710003019, 360239710003020, 360239710003021, 360239710003022, 360239710003023, 360239710003024, 360239710003025, 360239710003026, 360239710003027, 360239710003030, 360239710003031, 360239710004022)

Population: 3,173

LEGISLATIVE DISTRICT NO. 12

Town of Harford (All Census Blocks)
Town of Virgil (Census Blocks 360239712001018, 360239712001020, 360239712001021, 360239712001022, 360239712001024, 360239712001025, 360239712001026, 360239712001027, 360239712001028, 360239712001029, 360239712001030, 360239712001031, 360239712001032, 360239712001033, 360239712001034, 360239712001035, 360239712001043, 360239712001081, 360239712001088, 360239712002000, 360239712002001, 360239712002002, 360239712002003, 360239712002004, 360239712002005, 360239712002006, 360239712002007, 360239712002008, 360239712002009, 360239712002010, 360239712002011, 360239712002012, 360239712002013, 360239712002014, 360239712002015, 360239712002016, 360239712002017, 360239712002018, 360239712002019, 360239712002020, 360239712002021, 360239712002022, 360239712002023, 360239712002024, 360239712002025, 360239712002026, 360239712002027, 360239712002028, 360239712002029, 360239712002030, 360239712002031, 360239712002032, 360239712002033, 360239712002034, 360239712002035, 360239712002038, 360239712002039, 360239712002040, 360239712002044, 360239712002073, 360239712002074, 360239712002075, 360239712002081, 360239712002082, 360239712002086, 360239712002087, 360239712002088, 360239712002089, 360239712002092, 360239712004000, 360239712004001, 360239712004002, 360239712004003, 360239712004004, 360239712004005, 360239712004006, 360239712004007, 360239712004008, 360239712004009, 360239712004010, 360239712004011, 360239712004012, 360239712004013, 360239712004014, 360239712004015, 360239712004016, 360239712004017, 360239712004018, 360239712004019, 360239712004020, 360239712004021, 360239712004022, 360239712004023, 360239712004024, 360239712004025, 360239712004026, 360239712004027, 360239712004028, 360239712004029, 360239712004030, 360239712004031, 360239712004032, 360239712004033, 360239712004034, 360239712004035, 360239712004036, 360239712004037, 360239712004038, 360239712004039, 360239712004040, 360239712004041, 360239712004042, 360239712004043, 360239712004044, 360239712004045, 360239712004046, 360239712004047, 360239712004048, 360239712004049, 360239712004050, 360239712004051, 360239712004052)

Population: 3,097

LEGISLATIVE DISTRICT NO. 13

Town of Lapeer (All Census Blocks)

Town of Marathon (All Census Blocks)
Town of Virgil (Census Blocks 360239712001000, 360239712001001, 360239712001002, 360239712001003, 360239712001004, 360239712001005, 360239712001006, 360239712001007, 360239712001008, 360239712001009, 360239712001010, 360239712001011, 360239712001012, 360239712001013, 360239712001014, 360239712001015, 360239712001016, 360239712001017, 360239712001019, 360239712001023, 360239712001037, 360239712001038, 360239712001039, 360239712001040, 360239712001041, 360239712001042, 360239712001052, 360239712001053, 360239712001086, 360239712001087)

Population: 3,044

LEGISLATIVE DISTRICT NO. 14

Town of Truxton (All Census Blocks)
Town of Cuyler (All Census Blocks)
Town of Solon (All Census Blocks)
Town of Homer (Census Blocks 360239702021041, 360239702021042, 360239702021043, 360239702021045, 360239702021053, 360239702021061, 360239702021062, 360239702021063)

Population: 3,043

LEGISLATIVE DISTRICT NO. 15

Town of Cincinnatus (All Census Blocks)
Town of Freetown (All Census Blocks)
Town of Taylor (All Census Blocks)
Town of Willet (All Census Blocks)
Town of Cortlandville (Census Blocks 360239704002033, 360239704002034, 360239704002035, 360239704002037, 360239704002038, 360239704002039, 360239704002040)

Population: 3,055

ARTICLE 3.

Effect on Local Laws and Resolutions: Except as provided herein, all existing laws and resolutions heretofore adopted by the County Legislature shall continue in force until amended, superseded or repealed.

ARTICLE 4.

Effective date: This local law shall take effect immediately upon filing with the Secretary of State after approval by a majority of the electors voting thereon in accordance with the requirements of after its adoption as provided for by Municipal Home Rule Law §24.

Referred from Building & Grounds Committee

AGENDA ITEM NO. 2 – Authorize Agreement with Bell & Spina Architects for Specs for Cortland County Courthouse Dome/Cupola Rehabilitation - Buildings and Grounds Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Paul Heider, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF HEIDER **RESOLUTION NO. 61-23**

Authorize Agreement with Bell & Spina Architects for Specs for Cortland County Courthouse Dome/Cupola Rehabilitation - Buildings and Grounds Department

WHEREAS, the County was awarded a grant from the Dormitory Authority of the State of New York (DASNY) in the amount of $2,396,000 for the restoration and preservation of the Cortland County Courthouse, AND

WHEREAS, the projects to be completed with this funding are the main entryway and the dome/cupola of the Cortland County Courthouse, AND

WHEREAS, to proceed with the dome/cupola project, there is a need to have engineering specifications drawn up, AND

WHEREAS, Bell & Spina Architects of 215 Wyoming Street Syracuse, NY 13204, has the expertise to draw up specifications for said projects, AND

WHEREAS, Resolution No. 70-22 authorized the allocation of $1,000,000 of American Rescue Plan funding for the planning, preparation and implementation of repairs to the Cortland County Courthouse and the funding is available in Account No. A16205.52320.ARP, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney, or their designee, is hereby authorized and directed to execute a contract, for an amount not to exceed $200,000, with Bell & Spina Architects, 215 Wyoming Street Syracuse, NY 13204, for the completion of the specifications for said project, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding, be and hereby is authorized to enter into an agreement with Bell & Spina Architects of 215 Wyoming Street Syracuse, NY 13204, for said purposes at a cost not to exceed $200,000 to be paid from Account No. A16205.52320.ARP.

Referred from Highway Committee

AGENDA ITEM NO. 3 – Amend 2023 County Road Fund/Road Machinery Budgets with Rollover Consolidated Local Street and Highway Improvement Program (CHIPS), and Pave Our Potholes (POP) Funding - Highway Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Legislator
SECONDER:	George Wagner, Majority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF NEWELL **RESOLUTION NO. 62-23**

Amend 2023 County Road Fund/Road Machinery Budgets with Rollover Consolidated Local Street and Highway Improvement Program (CHIPS), and Pave Our Potholes (POP) Funding - Highway Department

WHEREAS, there are funds remaining for the Consolidated Local Street and Highway Improvement Program (CHIPs) and Pave our Potholes (POP) from the 2022 County Road Fund Budget, in an amount of $1,307,353.43, AND

WHEREAS, these remaining funds are eligible to be rolled over to the 2023 County Road Fund Budget, AND

WHEREAS, these funds may be used for Construction Projects or Equipment Purchases, NOW THEREFORE BE IT

RESOLVED, that the 2023 County Road Fund Budget be amended as follows:

Increase Revenues:

D511243.43501	County Road Fund CHIPS Revenue	$636,463.15
D511243.43501.POP	Pave our Pothole Revenue	$370,890.28
E513043.43501	Road Machinery Fund CHIPS Revenue	$300,000.00

Increase Expenses:

D51125.54077	Construction Expenses	$1,007,353.43
E51305.52030	Equipment	$300.000.00

Referred from Health & Human Services Committee

AGENDA ITEM NO. 4 – Appoint Community Services Board and Subcommittee Members - Mental Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF HOMER **RESOLUTION NO. 63-23**

Appoint Community Services Board and Subcommittee Members - Mental Health Department

WHEREAS, the Bylaws of the Cortland County Community Services Board (CSB), Article 3, Section 1 states that membership of the organization shall consist of (15) fifteen members appointed by the Cortland County Legislature, and Article 7, Section 1 states that the membership of the Mental Health (MH), Developmental Disability (DD) and Chemical Dependence (CD) Subcommittees shall consist of nine (9) members appointed by the Cortland County Legislature, AND

WHEREAS, the term of each member of the Board and Subcommittees shall be four years except when completing the term created by a member resignation or death, AND

WHEREAS, members may serve for a maximum of two consecutive terms unless no recruitment is available, AND

WHEREAS, individuals have been nominated to fill vacancies on the Community Services Board and all the Subcommittees, NOW THEREFORE BE IT

RESOLVED, that the following members be and hereby are appointed to the Cortland County Community Services Board and three Subcommittees for terms beginning April 28, 2023 and ending as December 31, 2026.

APPOINT FIRST TERM (TERM EXPIRATION 12/31/2026) except as listed:

Community Services Board (CSB)

Jeanette Dippo	2444 Ridge Rd., McGraw, NY 13101 - Parent / Family
Pearl Reed-Klein, PhD	122 Indian Brook Rd., Greene, NY 13778 - Psychologist

Chemical Dependence Subcommittee (CD)

Darrin Jones	34 Charles St., Cortland, NY 13045 - Peer
Angela Romano	18 Old Dryden Rd., Cortland, NY 13045 - Professional

Development Disability Subcommittee (DD):

Crystol Benedict	31 Burgett Dr., Homer, NY 13077 - Parent/Family
Amanda Hudson	3914 Highland Rd., Cortland, NY 13045 - School SEC

Mental Health Subcommittee (MH)

Jeanette Dippo	2444 Ridge Rd., McGraw, NY 13101 - Parent/Family

AGENDA ITEM NO. 5 – Abolish One Position of Senior Social Welfare Examiner and One Position of Support Investigator/Create One Position of Senior Support Investigator and One Position of Social Welfare Examiner Trainee - Department of Social Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF HOMER **RESOLUTION NO. 64-23**

Abolish One Position of Senior Social Welfare Examiner and One Position of Support Investigator/Create One Position of Senior Support Investigator and One Position of Social Welfare Examiner Trainee - Department of Social Services

WHEREAS, the needs of the Department of Social Services will be better served by abolishing one position of Senior Social Welfare Examiner and one position of Support Investigator and creating one position of Senior Support Investigator and one position of Social Welfare Examiner Trainee, AND

WHEREAS, the Health & Human Services Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one position of Senior Social Welfare Examiner (Grade 12, $20.0654-25.3977/HR, CSEA, competitive, full time with benefits) and one position of Support Investigator (Grade

10, $18.8329-23.8377/HR, CSEA, competitive, full time with benefits) be and hereby is abolished effective April 27, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one position of Senior Support Investigator (Grade 12, $20.0654-25.3977/HR, CSEA, competitive, full time with benefits) and one position of Social Welfare Examiner Trainee (Grade 9, $18.2559-23.1072/HR, CSEA, competitive, full time with benefits) be created with permission to fill effective April 28, 2023 at 12:01 am.

AGENDA ITEM NO. 6 – Abolish One Position of Senior Account Clerk and Two Positions of Principal Account Clerk/Create One Position of Senior Medical Billing Clerk and Two Positions of Principal Medical Billing Clerk - Mental Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF HOMER **RESOLUTION NO. 65-23**

Abolish One Position of Senior Account Clerk and Two Positions of Principal Account Clerk/Create One Position of Senior Medical Billing Clerk and Two Positions of Principal Medical Billing Clerk - Mental Health Department

WHEREAS, the needs of the Mental Health Department will be better served by abolishing one position of Senior Account Clerk and two positions of Principal Account Clerk and creating one position of Senior Medical Billing Clerk and two positions of Principal Medical Billing Clerk, AND

WHEREAS, the Health & Human Services Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one position of Senior Account Clerk (Grade 10, $18.8329-23.8377/HR, CSEA, competitive, full time with benefits) and two positions of Principal Account Clerks (Grade 13, $20.7293-26.2381/HR, CSEA, competitive, full time with benefits) be and hereby is abolished effective April 27, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one position of Senior Medical Billing Clerk (Grade 10, $18.38329-23.8377/HR, CSEA, competitive, full time with benefits) and two positions of Principal Medical Billing Clerk (Grade 13, $20.7293-26.2381/HR, CSEA, competitive, full time with benefits) be created with permission to fill effective April 28, 2023 at 12:01 am.

AGENDA ITEM NO. 7 – Accept Funds/Amend Budget for Office of Addiction Services and Supports (OASAS) Cortland Mental Health Department Opioid Settlement Funds (OSF) 2023 - Mental Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF HOMER **RESOLUTION NO. 66-23**

Accept Funds/Amend Budget for Office of Addiction Services and Supports (OASAS) Cortland Mental Health Department Opioid Settlement Funds (OSF) 2023 - Mental Health Department

WHEREAS, the New York State (NYS) Office of Addiction Services and Supports (OASAS) has awarded the Cortland County Mental Health Department abatement Opioid Settlement Funds (OSF) in the amount of $313,890 for NYS Attorney General and OASAS legally defined program and service, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized and directed to accept these funds and contract with the following providers, AND BE IT FURTHER

RESOLVED that the 2023 Cortland County Budget be amended as follows:

Increase:

Revenue:	A43115-42690.OPD	$313,890.00
Expense:	A43115-54815-OPD	
CCSI, Fiscal Administration & Reporting		$10,000.00
CACTC, Data Administration & Reporting		$15,000.00
Family Counseling Services of Cortland, Prevention & Treatment Integrated OASAS/OMH Clinic		$96,296.67
Cayuga Addiction Recovery Services (CARS), Treatment OASAS Clinic		$96,296.67
Alcohol & Drug Council or Tompkins, Treatment & Recovery OASAS Open Access Detox & Crisis		$96,296.66

AGENDA ITEM NO. 8 – Create Peer Specialist (Part-Time) - Mental Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF HOMER **RESOLUTION NO. 67-23**

Create Peer Specialist (Part-Time) - Mental Health Department

WHEREAS, the needs of the agency will be better served by creating one part-time position of Peer Specialist, AND

WHEREAS, the Health and Human Services Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one position of Peer Specialist (CSEA, Grade 9, $18.2559-23.1072/hr,

competitive class, part-time, 17 hrs/week, no benefits) be created with approval to fill on April 28, 2023 at 12:01 AM.

AGENDA ITEM NO. 9 – Create Public Health Technician Position/Accept Funds - Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF HOMER **RESOLUTION NO. 68-23**

Create Public Health Technician Position/Accept Funds - Health Department

WHEREAS, Cortland County Health Department has been awarded a grant from Health Research Inc./New York State Department of Health (HRI/NYSDOH) in the amount of $112,682 each year for the period of 12/1/22 - 11/30/27, for a total of $563,411 for the life of the grant, AND

WHEREAS, the Cortland County Health Department will use this funding opportunity to address long-standing weaknesses due to chronic under investment in New York's public health system and strengthen preparedness to address new challenges and future public health emergencies, AND

WHEREAS, the investments in the local public health workforce and foundational capabilities supports Local Health Departments (LHDs) to address health inequities and disparities more effectively across populations and regions throughout their jurisdiction and better meet the ongoing and future public health needs of New Yorkers, AND

WHEREAS, the Cortland County Health Department would best benefit from this funding by creating a full-time Public Health Technician position, updating office and computer equipment and offering Education and Training opportunities for Health Department staff, AND

WHEREAS, the Cortland County Health Department needs to create one full-time Public Health Technician position (CSEA, Grade 15, $22.1643-28.0544/HR, competitive class, full-time with benefits), AND

WHEREAS, the Health and Human Services Committee recommends the creation of one full-time Public Health Technician position effective May 1, 2023, NOW THEREFORE BE IT

RESOLVED, that this position is dependent on the related grant and will be abolished unless extended by resolution prior to grant funding being exhausted, AND BE IT FURTHER

RESOLVED, that funds be appropriated in the 2023 County Budget as follows:

A40125.51005.EH	Personnel	$41,564
A40105.52005.4000	Office Equip	$9,311
A40105.52060.4000	Computer Equip	$15,000
A40105.54005.4000	Office Supplies	$3,000
A40105.54035.4000	Education/Training	$15,000
A40125.58020.EH	Retirement	$5,819
A40125.58030.EH	FICA	$3,810
A40125.58040.EH	Workers Comp	$2,045

A40125.58060.EH	Health Ins	$17,023
A40125.58062.EH	Dental Ins	$90
A40125.58065.EH	Vision Ins	$20
TOTAL Expense		**$112,682**
A40105.44401	CDC Revenue	**$112,682**

Referred from Agriculture/Planning/Environment Committee

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 10 – Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 69-23**

Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $21,478 in support of the Emergency Management Performance Grant (EMPG), AND

WHEREAS, the fiscal period for this grant is October 1, 2023 to September 30, 2025, AND

WHEREAS there is a required County match of $21,478 which has been budgeted as the salary of the Assistant Director of the Department of Emergency Response & Communications, NOW THEREFORE BE IT

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
INCREASE REVENUE BUDGET:				
A34105.43306.25EMP	DHSES Grant	0	$21,478	$21,478
INCREASE EXPENDITURE BUDGET:				
A34105.51005.25EMP	Personnel	0	$21,478	$21,478

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services in an amount not to exceed $21,478, AND BE IT FURTHER

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

AGENDA ITEM NO. 11 – Accept and Award NYS Homeland Security Grant - Emergency Response & Communications

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 70-23**

Accept and Award NYS Homeland Security Grant - Emergency Response & Communications

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

WHEREAS, the fiscal period for this grant is September 1, 2022 to August 31, 2025, NOW THEREFORE BE IT

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

RESOLVED, that the 2023 budget is amended as follows:

	Current	Change	Revised
A34105.43306.25SHS DHSES Grant	0	$51,215	$51,215
A34105.54048.25SHS PROGRAM SUPPLIES	0	$51,215	$51,215

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $51,215, AND BE IT FURTHER

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

AGENDA ITEM NO. 12 – Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response & Communications

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Susan Wilson, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 71-23**

Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $172,413 resulting in no new county costs, in support of NYS Domestic Terrorism Prevention Grant Program, AND

WHEREAS, the fiscal period for this grant is September 1, 2022 to August 31, 2024, NOW THEREFORE BE IT

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

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
A34105.43306.24DTP	DHSES Grant	0	$172,413	$172,413
A34105.51005.24DTP	PERSONNEL	0	$172,413	$172,413

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $172,413, AND BE IT FURTHER

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

AGENDA ITEM NO. 13 – Accept and Award FY2022 NYS SICG Targeted Grant - Emergency Response & Communications

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Paul Heider, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 72-23**

Accept and Award FY2022 NYS SICG Targeted Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services

(NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $5,000,000 resulting in no new county costs, in support of NYS 2022 Statewide Interoperable Communications Targeted Grant Program, AND

WHEREAS, the fiscal period for this grant is March 1, 2023 to February 28, 2027, NOW THEREFORE BE IT

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

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
A30205.44389.27SICG	DHSES Grant	0	$5,000,000	$5,000,000
A30205.52015.27SICG	Technical Equipment	0	$5,000,000	$5,000,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $5,000,000, AND BE IT FURTHER

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

AGENDA ITEM NO. 14 – Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public Defender's Office

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 73-23**

Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public Defender's Office

WHEREAS, the needs of the Public Defender's Office will be better served by abolishing one (1) Investigator (part-time) position and creating one (1) Investigator (full-time) position, AND

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

RESOLVED, that one (1) position of Investigator (Grade 7H, Management Compensation Plan, $25.2484-33.6056/hr, exempt class, 17 hours/week) be and hereby is abolished effective April 27, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Investigator (Grade 7H, Management Compensation Plan, $25.2484-33.6056/hr, exempt class, 35 hours/week) be created with permission to fill effective April 28, 2023 at 12:01 am, AND BE IT FURTHER

RESOLVED, that this position is dependent on the related grant funding and will be abolished unless extended by resolution prior to grant funding being exhausted.

AGENDA ITEM NO. 15 – Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 74-23**

Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Department

WHEREAS, the Cortland County Legislature adopted Resolution No. 107-15, which established the County Vehicle Repair/Replacement Reserve for the purpose of vehicle related costs, AND

WHEREAS, funds are required for the lease payoff on a Sheriff Road Patrol vehicle damaged beyond repair, AND

WHEREAS, the County Vehicle Repair/Replacement Reserve balance at February 28, 2023 was $173,938.69, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature be and hereby approves the use of the County Vehicle Repair/Replacement Reserve for the lease payoff, AND BE IT FURTHER

RESOLVED, the 2023 budget is hereby amended as follows:

Increase:

A31205.54765	Judgments & Claims	$19,404.70
A351100	Appropriated Reserves	$19,404.70

AGENDA ITEM NO. 16 – Amend 2023 Budget to Cover Parking Lot Surveillance - Sheriff

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 75-23**

Amend 2023 Budget to Cover Parking Lot Surveillance - Sheriff

WHEREAS, the Cortland County Sheriff's Office contracted with Cedar Path Solutions Group in 2018 to install parking lot surveillance at 54 Greenbush St., Cortland, NY, AND

WHEREAS, in 2021, it was determined Cedar Path Solutions Group was unable to complete said

project and issued a refund for payments made, AND

WHEREAS, in 2022, the Sheriff contracted with Beard Electric LLC to install parking lot surveillance at a cost of $26,668, AND

WHEREAS, the project was completed in 2023 and funds need to be added to the Jail budget to cover project costs, NOW THEREFORE BE IT

RESOLVED, that the 2023 County budget is amended as follows:

Increase

A31505.54076	Building Repair & Maintenance	$26,668.00
A359900	Unappropriated Fund Balance	$26,668.00

Referred from Government Operations Committee

AGENDA ITEM NO. 17 – A Home Rule Request for Special Legislation to Amend the Tax Law, in Relation to Extending the Authorization for Imposition of Mortgage Recording Tax in Cortland County - County Clerk

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Richard Stock, Legislator
SECONDER:	George Wagner, Majority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF STOCK **RESOLUTION NO. 76-23**

A Home Rule Request for Special Legislation to Amend the Tax Law, in Relation to Extending the Authorization for Imposition of Mortgage Recording Tax in Cortland County - County Clerk

WHEREAS, the Cortland County Legislature approved Resolution No. 388-19, "A Home Rule Request For Special Legislation to Amend the Tax Law, in Relation to Extending the Authorization For Imposition of Mortgage Recording Tax in Cortland County", AND

WHEREAS, New York State Tax Law §253-v presently authorizes Cortland County to adopt and amend local laws imposing a mortgage recording tax of twenty five cents ($.25) for each one hundred dollars ($100.00) and each remaining major fraction thereof of principal debt or obligation which is or under any contingency may be secured at the date of execution thereof, or at any time thereafter, by a mortgage on real property situated in Cortland County and recorded on or after the date upon which such tax takes effect, (beginning September 30, 2007 and ending December 1, 2022), AND

WHEREAS, the New York State Legislature revised New York State Tax Law Section 253-v and extended the effective repeal date to December 1, 2023, AND

WHEREAS, in the current economic climate it would create a fiscal hardship for Cortland County that receives this revenue if this source of revenue were to expire, and such a loss would result in a substantial burden on County property owners through increased property taxes or loss of essential services, NOW THEREFORE BE IT

RESOLVED, that this Legislature endorses and requests that the necessary information and forms be forwarded to the County Legislature in order that an appropriate Home Rule Request can be acted upon by this body, AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature is hereby directed to provide certified copies of this Resolution to New York State Senator Lea Webb and New York State Assemblymember Anna Kelles in order to request the introduction of Home Rule Legislation regarding this matter.

AGENDA ITEM NO. 18 – Mortgage Tax Disbursement October 1, 2022 - March 31, 2023 - County Clerk

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Richard Stock, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF STOCK **RESOLUTION NO. 77-23**

Mortgage Tax Disbursement October 1, 2022 - March 31, 2023 - County Clerk

WHEREAS, in accordance with NYS Tax Law, Article 11, § 261, the Semi Annual Mortgage Tax Report for October 1, 2022 - March 31, 2023, has been prepared and submitted by the Cortland County Clerk and has been approved by the New York State Department of Taxation and Finance, AND

WHEREAS, the Basic Mortgage Tax has been submitted with interest to the Cortland County Treasurer, AND

WHEREAS, the mortgage tax has been calculated to apportion the basic mortgage tax between the towns and villages, NOW THEREFORE BE IT

RESOLVED that the Cortland County Legislature authorize the County Treasurer to make payments to each of the tax districts within the County of Cortland as shown below, either by check or by electronic bank deposit based on the request of the receiving municipality.

Cortland, City of	$83,928.90
Cincinnatus, Town of	$2,154.86
Cortlandville, Town of	$74,844.00
McGraw, Village of	$1,783.10
Homer, Village of	$230.58
Cuyler, Town of	$2,238.97
Freetown, Town of	$3,668.15
Harford, Town of	$4,955.70
Homer, Town of	$28,887.78
Homer Village of	$21,828.13
Lapeer, Town of	$11,590.87

Marathon, Town of	$6,069.60
Marathon, Village of	$2,301.11
Preble, Town of	$5,770.26
Scott, Town of	$7,263.22
Solon, Town of	$3,210.55
Taylor, Town of	$783.03
Truxton, Town of	$1,668.60
Virgil, Town of	$14,980.99
Willet, Town of	$5,208.99
TOTAL	$283,367.39

AGENDA ITEM NO. 19 – Amend 2023 Cortland County Legislative Calendar - Legislature

A roll call vote was taken as follows:

	Votes	AYE	NAY	Total
Bentley (LD1)	***2744***		1	0
Bischoff (LD3)	***2743***		1	0
Eccleston (LD17)	***3379***	1		3379
Harbin (LD2)	***2747***		1	0
Heider (16)	***3192***	1		3192
Homer (LD7)	***2743***		1	0
Jones (LD9)	***2989***		1	0
Nauseef (LD12)	***2819***	1		2819
Newell (LD11)	***2837***	1		2837
Preston (LD10)	***2995***	1		2995
Price (LD14)	***3344***		1	0
Stock (LD6)	***2740***	1		2740
VanDee (LD4)	***2743***	1		2743
Wagner (LD 15)	***2734***	1		2734
Waldbauer (LD13)	***2853***	1		2853
Wilson (LD5)	***2744***		1	0
Chairman Fitch (LD8)	***2990***	1		2990

Total	46346	10	7	26292
		Majority	24669	
		2/3rd	32892	

RESULT:	**ADOPTED [10 TO 5]**
MOVER:	Richard Stock, Legislator
SECONDER:	George Wagner, Majority Leader
AYES:	Van Dee, Stock, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
NAYS:	Bentley, Harbin, Bischoff, Wilson, Homer
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF STOCK **RESOLUTION NO. 78-23**

Amend 2023 Cortland County Legislative Calendar - Legislature

WHEREAS, Article VIII, Number 1 of the Cortland County Legislature Rules of Order state, "The Legislature may, at any meeting, by resolution, change the time and place of the next regularly scheduled meeting.....", AND

WHEREAS, it is to the benefit of the Legislature to recess during the month of July 2023 and cancel all standing committee meetings and legislative session, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the legislative calendar and cancels all legislative meetings for the month of July 2023.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 20 – Requesting Special Legislation to Amend New York State Tax Law, in Relation to Extending the Authorization for Imposition of Additional 1% Sales and Compensating Use Tax in Cortland County

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF WAGNER **RESOLUTION NO. 79-23**

Requesting Special Legislation to Amend New York State Tax Law, in Relation to Extending the Authorization for Imposition of Additional 1% Sales and Compensating Use Tax in Cortland County

WHEREAS, New York State Tax Law §1210(i)(12) presently authorizes Cortland County to adopt and amend local laws, ordinances, or resolutions imposing taxes at a rate which is one percent additional to the three percent rate authorized for the county for a period beginning September 1, 1992 and ending November 30, 2023, AND

WHEREAS, in the current economic climate it would create a fiscal hardship for Cortland County if this source of revenue was to expire, and such a loss would result in a substantial burden on County property owners through increased property taxes or loss of essential services, NOW

THEREFORE BE IT

RESOLVED, that the Legislature of the County of Cortland does hereby request special legislation be enacted to amend New York State Tax Law §1210(i)(12), extending the expiration date from November 30, 2023 to November 30, 2025, AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature is hereby directed to provide certified copies of this Resolution to New York State Senator Lea Webb and New York State Assemblymember Anna Kelles in order to request the introduction of Home Rule Legislation regarding this matter.

AGENDA ITEM NO. 21 – Designate Additional Bank Depository 2023

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF WAGNER **RESOLUTION NO. 80-23**

Designate Additional Bank Depository 2023

WHEREAS, County Law Section 212 and General Municipal Law Section 10 requires that the Cortland County Legislature designate one or more banks or trust companies for the deposit of public funds received by the County Treasurer, AND

WHEREAS, such designation must specify the maximum amount which may be kept on deposit at any time in each bank designated by the Cortland County Legislature, AND

WHEREAS, New York State is changing the centralized bank for adoption subsidies to JPMorgan Chase & Co., NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby adds as a designated bank for the deposit of public funds received by the County Treasurer and that the County Treasurer is authorized to utilize this institution for said purpose not to exceed maximum amount listed below:

BANK NAME	MAXIMUM AMOUNT
JPMorgan Chase & Co.	$ 2,000,000

, AND BE IT FURTHER

RESOLVED, that collateral agreements, municipal funds protection and bank acknowledgements of the understanding of New York State Municipal and Finance Law be established with said bank.

AGENDA ITEM NO. 22 – Authorize First Quarter 2023 Sales Tax Distribution - Finance

RESULT:	**ADOPTED [14 TO 1]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Mitchel Eccleston, Legislator
AYES:	Bentley, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
NAYS:	Beau Harbin
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF WAGNER **RESOLUTION NO. 81-23**

Authorize First Quarter 2023 Sales Tax Distribution - Finance

WHEREAS, the Cortland County Legislature adopted Resolution No. 221-18, which provides for the distribution of sales tax from the County to local municipalities, AND

WHEREAS, the sales tax sharing agreement provides for the deduction directly from the gross sales tax distribution received from the State of New York a fixed sum of $1,500,000 for County purposes, with the remaining balance of the revenues to be distributed for use by the County, City of Cortland, and the various municipalities within Cortland County, AND

WHEREAS, the gross deduction for County purposes will be provide for quarterly, AND

WHEREAS, the 2023 first quarter sales tax information has been provided by the New York State Comptroller's Office showing a total collection for first quarter 2023 to be $9,411,853.01, AND

WHEREAS, the total amount available for distribution is $9,036,853.01, after the direct deduction for County purposes, AND

WHEREAS, individual municipalities by resolution have opted to apply a portion of their sales tax dollars to off-set the property tax levy and that amount ($725,000.00) is to be withheld from the quarterly distribution, AND

WHEREAS, Cortland County receives (54%), or $4,879,900.63 of the total net quarterly distribution, AND

WHEREAS, respective payments are now ready for disbursement, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the County Treasurer or designee to release sales tax payments for the first quarter of 2023 as so stated below from Account No. A19855.54101 in either the form of a county check or by direct bank transfer as per the request of the receiving municipality:

Municipality	Distribution Amount Pre-Tax Credit	Applied Tax Credits	Net Distribution After Tax Credit	Balance Owed Against Tax Credits
Cortland, City of	$1,604,041.41	$-0-	$1,604,041.41	$-0-
Cincinnatus, Town of	$68,865.56	$-0-	$68,865.56	$-0-
Cortlandville, Town of	$789,374.13	$-0-	$789,374.13	$-0-
Cuyler, Town of	$66,500.47	$(28,750.00)	$37,750.47	$-0-
Freetown, Town of	$52,688.71	$-0-	$52,688.71	$-0-
Harford, Town of	$74,384.98	($70,000.00)	$4,384.98	$-0-
Homer, Town of	$271,571.42	$-0-	$271,571.42	$-0-

Homer, Village of	$193,633.02	$-0-	$193,633.02	$-0-
Lapeer, Town of	$105,018.39	($82,500.00)	$22,518.39	$-0-
Marathon, Town of	$80,309.43	$-0-	$80,309.43	$-0-
Marathon, Village of	$41,376.37	$-0-	$41,376.37	$-0-
McGraw, Village of	$35,602.89	$-0-	$35,602.89	$-0-
Preble, Town of	$141,453.76	$-0-	$141,453.76	$-0-
Scott, Town of	$84,121.14	$-0-	$84,121.14	$-0-
Solon, Town of	$78,784.05	$-0-	$78,784.05	$-0-
Taylor, Town of	$43,185.99	($20,000.00)	$23,185.99	$-0-
Truxton, Town of	$102,008.96	($90,000.00)	$12,008.96	$-0-
Virgil, Town of	$257,376.08	($25,000.00)	$232,376.08	$-0-
Willet, Town of	$66,655.62	$-0-	66,655.62	$-0-
Total	$4,156,952.38	($316,250.00)	$3,840,702.38	$-0-

, AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer or designee is hereby directed to deposit the County's "off the top" sum of $375,000 in the appropriate reserves and accounts as designated in Resolution No. 294-20.

AGENDA ITEM NO. 23 – Amend Resolution No. 311-21/Amended Cortland County Fund Balance Policy

RESULT:	**REFER TO COMMITTEE-VOTE [14 TO 1]**
	Next: 5/16/2023 10:00 AM
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Wagner, Heider, Eccleston
NAYS:	Eugene Waldbauer
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF WAGNER **RESOLUTION NO.**

Amend Resolution No. 311-21/Amended Cortland County Fund Balance Policy

WHEREAS, Resolution No. 334-04 established a Fund Balance Policy, AND

WHEREAS, Resolution No. 58-17 rescinded Resolution No. 334-04 and reestablished the Fund Balance Policy, AND

WHEREAS, Resolution No. 311-21 rescinded Resolution No. 58-17 and replaced the Cortland County Fund Balance Policy, AND

WHEREAS, Resolution No. 148-22 amended the Cortland County Fund Balance Policy, AND

WHEREAS, the Cortland County Legislature, upon recommendation of the Finance and Administration Committee, would like to amend said Fund Balance Policy, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the Cortland County Fund

Balance Policy as attached, AND BE IT FURTHER

RESOLVED, that the attached policy which will become effective upon its adoption by the Cortland County Legislature.

Executive Sessions

It was MOVED by Mr. Nauseef, seconded by Ms. Homer, and unanimously approved by voice vote of members present, to enter into an executive session to discuss the matters leading to the removal of a particular person or corporation. MOTION CARRIED.

An executive session was held from 7:09 p.m. to 7:34 p.m., at which time on motion of Ms. Homer, seconded by Ms. Preston, it was unanimously approved by voice vote to exit executive session.

It was MOVED by Ms. Homer, seconded by Ms. Preston, and unanimously approved by voice vote of members present, to enter into an executive session for discussions regarding proposed, pending or current litigation. MOTION CARRIED.

An executive session was held from 7:35 p.m. to 8:31 p.m., at which time on motion of Mr. Nauseef, seconded by Ms. Preston, it was unanimously approved by voice vote to exit executive session.

Resolution Following Executive Sessions

AGENDA ITEM NO. 24 – Amend 2023 Budget/Authorize Agreement for Outside Counsel

Ms. Homer MADE A MOTION TO SUSPEND THE RULES to entertain a resolution not previously on the agenda, Mr. Harbin SECONDED THE MOTION, and upon unanimous voice vote of members present, MOTION CARRIED.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
EXCUSED:	Linda Jones, Sandra Price

ON MOTION OF FITCH **RESOLUTION NO. 82-23**

Amend 2023 Budget/Authorize Agreement for Outside Counsel

WHEREAS, there is a need for outside counsel for a pending litigation matter, AND

WHEREAS, the Cortland County Legislature authorized the County Administrator to pursue outside counsel for matters discussed in executive session at the October 27, 2022 Legislative Session, AND

WHEREAS, the Cortland County Legislature feels that it is in the best interest of the County to enter into an agreement with the law firm of Harter, Secrest & Emery, LLP to advise the County further on pending litigation, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the Chair of the Cortland County Legislature, upon review of County Attorney or designee, to enter into an agreement with Harter, Secrest & Emery, LLP for a cost not to exceed $30,000, AND BE IT FURTHER

RESOLVED, the Cortland County Legislature be and hereby authorizes payment of said legal services up to the amount of $30,000; with said services charged against account A10105.54055, AND BE IT FURTHER,

RESOLVED, that the Cortland County Legislature be and hereby authorizes payment for previous legal services provided by Harter, Secrest & Emery, LLP regarding said pending litigation matter in the amount of $13,470, AND

RESOLVED, that the 2023 Cortland County Budget be amended as follows:

Increase:

A359900	Appropriated Fund Balance	$43,470
A10105.54055	Professional Services	$43,470

Announcements

Adjournment

The meeting was closed at 8:34 PM

Public Comment Sign Up Sheet
PLEASE PRINT NEATLY

Public Hearing: Local Law "E" of 2023 - a Local Law Authorizing Real Property Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Service Workers

NAME	STREET ADDRESS	CITY/TOWN	EMAIL ADDRESS
1. Dan Tuck	5420 Knickern Rd	Cuyler NY	
2. Jen Brown	5572 Chen Solon Pond	Cincinnatus	
3.			
4.			
5.			
6.			
7.			
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11.			
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Attachment: Public Hearing Sign In Sheet 4-27-2023 E (11446 : Public Hearing Sign in Sheet Local Law "E" of 2023)

Public Comment Sign Up Sheet
PLEASE PRINT NEATLY

Public Hearing: Local Law "E" of 2023 - a Local Law Authorizing Real Property Tax Exemption for Volunteer Firefighters and Volunteer Ambulance Service Workers

NAME	STREET ADDRESS	CITY/TOWN	EMAIL ADDRESS
15.			
16.			
17.			
18.			
19.			
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23.			
24.			
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26.			
27.			
28.			

Attachment: Public Hearing Sign In Sheet 4-27-2023 E (11446 : Public Hearing Sign in Sheet Local Law "E" of 2023)

Cortland County Legislature

Legislative Session

~ Minutes ~

157 Main Street
Cortland, NY 13045
http://www.cortland-co.org

Thursday, March 23, 2023 | **6:00 PM** | **TC3 Extension Center**

Public Hearings

1. Local Law "B" of 2023 a Local Law Setting the Salary of Cortland County Election Commissioners

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

2. Local Law "C" of 2023 a Local Law Creating an Exception to the Residency Requirement for Assistant County Attorneys for Cortland County

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

3. Local Law “13” of 2023 – a Local Law Redistricting the County of Cortland

RESULT:	**CLOSED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

Salute to the Flag

Call to Order

The meeting was called to order at 6:00 PM by Chair of the Legislature Kevin Fitch

Roll Call

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Legislator	Present	
Beau Harbin	Cortland County, NY	Minority Leader	Present	
Cathy Bischoff	Cortland County, NY	Legislator	Present	
Ronald J. Van Dee	Cortland County, NY	Legislator	Present	
Susan Wilson	Cortland County, NY	Legislator	Present	
Richard Stock	Cortland County, NY	Legislator	Present	
Ann Homer	Cortland County, NY	Legislator	Present	
Kevin Fitch	Cortland County, NY	Chair of the Legislature	Present	
Linda Jones	Cortland County, NY	Legislator	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Present	

Minutes Acceptance: Minutes of Mar 23, 2023 6:00 PM (Approval of Minutes)

Joseph Nauseef	Cortland County, NY	Legislator	Present	
Eugene Waldbauer	Cortland County, NY	Legislator	Present	
Sandra Price	Cortland County, NY	Legislator	Present	
George Wagner	Cortland County, NY	Majority Leader	Present	
Paul Heider	Cortland County, NY	Legislator	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	

Approval of Minutes

1. Cortland County Legislature - Legislative Session - Feb 23, 2023 6:00 PM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

2. Cortland County Legislature - Special Meeting - Mar 9, 2023 9:45 AM

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

Privilege of the Floor

Proclamations & Recognitions

Presentation of Petitions, Communications, and Notice

1. Communication - Greg Leach

RESULT:	**COMPLETED**

Receive and File

1. Cortland County Annual Probation Report 2022

RESULT:	**RECEIVE AND FILE [UNANIMOUS]**
MOVER:	Ann Homer, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Minutes Acceptance: Minutes of Mar 23, 2023 6:00 PM (Approval of Minutes)

Resolutions from the Chair

AGENDA ITEM NO. 1 – Appoint Member - Cortland County Board of Ethics

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kevin Fitch, Chair of the Legislature
SECONDER:	George Wagner, Majority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF FITCH **RESOLUTION NO. 39-23**

Appoint Member - Cortland County Board of Ethics

WHEREAS, On August 28, 2008, the Cortland County Legislature adopted Local Law 2 of 2008 "Adopting a County Code of Ethics and Requiring Financial Disclosure by Certain County Officials and Employees", AND

WHEREAS, Local Law 2 of 2008 establishes a five-member County Board of Ethics, charged with the general responsibility for ensuring full compliance with the Code of Ethics and disclosure and which shall serve at the pleasure of the Cortland County Legislature, NOW THEREFORE BE IT

RESOLVED, that the following is hereby appointed to the Board of Ethics for the term designated:

Donald C. Armstrong - Community Member - term to expire December 31, 2026

, AND BE IT FURTHER

RESOLVED, that the Chair of the Legislature hereby appoints Donald C. Armstrong to serve as the Chair of the Cortland County Board of Ethics.

Referred from Building & Grounds Committee

AGENDA ITEM NO. 2 – Authorize Agreement with Bell & Spina Architects for Specs for Cortland County Courthouse Column and East/West Entrance Rehabilitation - Buildings and Grounds Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Paul Heider, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF HEIDER **RESOLUTION NO. 40-23**

Authorize Agreement with Bell & Spina Architects for Specs for Cortland County Courthouse Column and East/West Entrance Rehabilitation - Buildings and Grounds Department

WHEREAS, the Cortland County Buildings and Grounds Committee recommends moving forward with necessary repairs and rehabilitation to the Cortland County Courthouse, AND

WHEREAS, the columns on the interior of the Courthouse and the east and west entrances of the Courthouse are in need of repair and/or replacement, AND

WHEREAS, to proceed with the column and east/west entrance projects, there is a need to have

Minutes Acceptance: Minutes of Mar 23, 2023 6:00 PM (Approval of Minutes)

engineering specifications drawn up, AND

WHEREAS, Bell & Spina Architects of 215 Wyoming Street Syracuse, NY 13204, has the expertise to draw up specifications for said projects, AND

WHEREAS, Resolution No. 70-22 authorized the allocation of $1,000,000 of American Rescue Plan funding for the planning, preparation and implementation of repairs to the Cortland County Courthouse and the funding is available in Account No. A16205.52320.ARP, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized and directed to execute a contract, for an amount not to exceed $200,000, with Bell & Spina Architects, 215 Wyoming Street Syracuse, NY 13204, for the completion of the specifications for said projects, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding, be and hereby is authorized to enter into an agreement with Bell & Spina Architects of 215 Wyoming Street Syracuse, NY 13204, for said purposes at a cost not to exceed $200,000, to be paid from Account No. A16205.52320.ARP.

Referred from Highway Committee

AGENDA ITEM NO. 3 – Authorize Agreement City of Cortland Vermicomposting at Cortland County Landfill

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Legislator
SECONDER:	Ronald J. Van Dee, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF NEWELL **RESOLUTION NO. 41-23**

Authorize Agreement City of Cortland Vermicomposting at Cortland County Landfill

WHEREAS, the City of Cortland has been awarded a grant to install a vermicomposting site for the use of Cortland County businesses and residents, AND

WHEREAS, an ideal location for this site is the Cortland County Landfill, AND

WHEREAS, the Cortland County Legislature's Highway Committee recommends a long-term agreement with the City of Cortland for the use of a portion of the Cortland County Landfill as a vermicomposting site, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into a long-term agreement with the City of Cortland for said purposes at no cost to Cortland County.

AGENDA ITEM NO. 4 – Amend Resolution No. 114-22 - Authorize Agreement/Installation of Active Landfill Gas Collection and Control System - Highway Department

Minutes Acceptance: Minutes of Mar 23, 2023 6:00 PM (Approval of Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christopher Newell, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF NEWELL **RESOLUTION NO. 42-23**

Amend Resolution No. 114-22 - Authorize Agreement/Installation of Active Landfill Gas Collection and Control System - Highway Department

WHEREAS, Resolution No. 114-22 authorized the County Administrator to enter into agreements and award bids needed for the planning, installation and implementation of an active gas collection and flaring system at the Cortland County Landfill for a cost not to exceed $1.7 million, AND

WHEREAS, the amount needed for the planning, installation and implementation of an active gas collection and flaring system at the Cortland County Landfill came in at a cost of $2,215,000, NOW THEREFORE BE IT

RESOLVED, that Resolution No. 114-22 be and hereby is amended to authorize the County Administrator, upon approval of the County Attorney, or their designee, to enter into agreements and award bids needed for the planning, installation and implementation of an active gas collection and flaring system at the Cortland County Landfill for a cost not to exceed $2,215,000 million.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 5 – Authorize Agreement for Diagnosis and Treatment of Sexually Transmitted Diseases - Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandra Price, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF PRICE **RESOLUTION NO. 43-23**

Authorize Agreement for Diagnosis and Treatment of Sexually Transmitted Diseases - Health Department

WHEREAS, the County Health Department, is required to provide services for the diagnosis and treatment of sexually transmitted diseases (STDs) through contract pursuant to the provision of Article 23 of the Public Health Law of the State of New York, AND

WHEREAS, the County Health Department desires to contract with clinics that have fully qualified clinician(s) to perform the necessary examination to detect the presence of such diseases and who will be in compliance with the professional licensing requirements of the New York State Education Department, AND

WHEREAS, the clinic shall seek third party reimbursement for services provided to the greatest extent possible and at no time will residents of the County be denied diagnosis and treatment for STDs due to the inability or refusal to pay for services, AND

WHEREAS, the County is responsible to pay the cost of services not covered by third party entities and said costs are budgeted in STD Contracted Services account A40115.54815.STD, AND

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WHEREAS, the agreements will be in effect from April 1, 2023 until March 31, 2025 with the right to renew by the parties for 2 year terms, up to 3 renewals total, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and Public Health Director, upon review and approval by the County Attorney or designee are hereby authorized to execute agreements for the provision of said services with fully qualified providers.

AGENDA ITEM NO. 6 – Abolish One Position of Social Services Attorney/Create One Position of Associate Social Services Attorney/Social Services Attorney - Department of Social Services

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandra Price, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF PRICE **RESOLUTION NO. 44-23**

Abolish One Position of Social Services Attorney/Create One Position of Associate Social Services Attorney/Social Services Attorney - Department of Social Services

WHEREAS, the needs of the Department of Social Services will be better served by abolishing one (1) Social Services Attorney and creating one (1) Associate Social Services Attorney/Social Services Attorney, AND

WHEREAS, the Health & Human Services Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Social Services Attorney (Grade 6, Management Compensation Plan, $73,873-$98,324/YR, competitive, full time with benefits) be and hereby is abolished effective March 23, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Associate Social Services Attorney/Social Services Attorney (Grade 7, Management Compensation Plan, $68,718-$91,464 competitive, full time with benefits OR Grade 6, Management Compensation Plan, $73,873-$98,324/YR, competitive, full time with benefits) be created with permission to fill effective March 24, 2023 at 12:01 am.

AGENDA ITEM NO. 7 – Create Age Well Center Manager (Full-Time) and Food Service Helper (Part-Time) - Area Agency on Aging

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandra Price, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF PRICE **RESOLUTION NO. 45-23**

Create Age Well Center Manager (Full-Time) and Food Service Helper (Part-Time) - Area Agency on Aging

WHEREAS, the needs of the agency will be better served by creating one full-time position of Age Well Center Manager and one part-time position of Food Service Helper, AND

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WHEREAS, the Health and Human Services Committee recommends the creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one position of Age Well Center Manager (CSEA, Grade 10, $18.8329-23.8377/hr, competitive class, full-time with benefits) and one position of Food Service Helper (CSEA, Grade 3, $15.0557-19.0567/hr, labor class, part-time, 15hrs/week, no benefits) be created with approval to fill on March 23, 2023.

AGENDA ITEM NO. 8 – Accept Funds Sports Opportunity Funding Youth Bureau - Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandra Price, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF PRICE **RESOLUTION NO. 46-23**

Accept Funds Sports Opportunity Funding Youth Bureau - Health Department

WHEREAS, The NYS Office of Children and Family Services, through the Resource Allocation Plan has made available the sum of $17,580 to Cortland County Youth Bureau, AND

WHEREAS, each municipal youth bureau will receive an allocation for the Sports Opportunity Funding to serve children and youth ages 6-17 based on the population of eligible youth in the county, AND

WHEREAS, the County Youth Bureau has designated the funds to the various county municipalities and agencies from January 1, 2023 through September 30, 2023, and for which a copy is in the County Youth Bureau Office, AND

WHEREAS, part of the funding has already been budgeted, AND

WHEREAS, the 2023 County Budget will need to be amended as follows:

Revenue:		Current	Inc/Dec	Balance
A73125.43820. YB	Youth Bureau	($68,686)	($409)	($69,095)
Expenditure:		Current	Inc/Dec	Balance
A73125.51005	Personnel	$17,000	($2,935)	$14,065
A73125.54005	Office Supplies	$0	$500	$500
A73125.54020	Postage	$100	($65)	$35
A73125.54035	Educ/Train	$0	$500	$500
A73125.54040	Membership/Dues	$0	$300	$300
A73125.54045	Mileage	$0	$200	$200
A73125.54048	Program Supplies	$0	$1500	$1500
A73125.54815	Program Exp - SDPP	$51,686	$409	$52,095
			$409	

, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and Public Health Director, upon review and approval by the County Attorney or designee, and subject to appropriation of the funding by the Legislature, is hereby authorized and directed to execute the Resource Allocation Planning Agreement

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with the NY State Office of Children and Family Services and contract with approved agencies, AND BE IT FURTHER,

RESOLVED, that the Treasurer's office is authorized to pay from the appropriate expense account and that in the event that the county does not receive the appropriate funds from the NY State Office of Children and Family Services, the County shall not be liable to pay any of its own funds to meet any deficiency under the terms of the contract, AND BE IT FURTHER

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

AGENDA ITEM NO. 9 – Authorize Agreement for Rabies Program - Environmental Health/Health Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Sandra Price, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF PRICE **RESOLUTION NO. 47-23**

Authorize Agreement for Rabies Program - Environmental Health/Health Department

WHEREAS, New York State Public Health Law gives primary responsibility for the control and suppression of rabies to local health departments, AND

WHEREAS, the primary purpose of this program is to implement a rabies plan that will protect the residents of Cortland County from contracting rabies based on current New York State Department of Health guidelines, AND

WHEREAS, these activities include but are not limited to: specimen preparation and shipment; and pet vaccination clinics, AND

WHEREAS, the Cortland County Health Department is seeking to contract with Veterinary offices for an initial period of one year, 4/1/23-3/31/24 to help coordinate the efforts of the local rabies program, AND

WHEREAS, the cost of these services will range from $125.00 to $400.00 per service and are budgeted in Environmental Health Rabies Contracted Services account A40125.54615.RAB, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and Public Health Director, upon review and approval by the County Attorney or designee, are hereby authorized to execute agreements for the provision of said services with fully qualified providers.

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 10 – Amend 2023 Budget/Authorize Agreement for Outside Counsel

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RESULT:	**ADOPTED [15 TO 2]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Paul Heider, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Wagner, Heider, Eccleston
NAYS:	Linda Jones, Sandra Price

ON MOTION OF HARBIN **RESOLUTION NO. 48-23**

Amend 2023 Budget/Authorize Agreement for Outside Counsel

WHEREAS, the Cortland County Legislature adopted Local Law No. 1 of 2018 which established a PILOT Agreement for Commercial Solar Energy Systems in Cortland County and thereafter amended that local law with the enactment of Local Law No. 5 of 2020, entitled, "Solar Energy System PILOT Law of the County of Cortland, New York", AND

WHEREAS, since that time, there have been changes to New York State Real Property Tax Law Section 487 and both State and Federal Legislation has focused on encouraging renewable energy, AND

WHEREAS, the Cortland County Legislature feels that it is in the best interest of the County to achieve energy efficiency and renewable energy goals and at the same time be fiscally responsible to all taxpayers of the County, AND

WHEREAS, the County Attorney recommends that the County Legislature engage the services of outside counsel specializing in Real Property Tax Law, Payment in Lieu of Tax (PILOT) Agreement negotiations, with knowledge and experience concerning the advisability of entering into the same, and knowledge of current and pending legislation concerning renewable energy, AND

WHEREAS, the County Attorney recommends engaging the services of Hodgson Russ LLP, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the Chair of the Cortland County Legislature, upon review of County Attorney or designee, to execute and accept the terms outlined in the January 27, 2023 correspondence from Hodgson Russ LLP, AND BE IT FURTHER

RESOLVED, that the 2023 Cortland County Budget be amended as follows:

Increase:

A359900	Appropriated Fund Balance	$10,000
A10105.54055	Professional Services	$10,000

, AND BE IT FURTHER

RESOLVED, the Cortland County Legislature be and hereby authorizes payment of said legal services up to the amount of $10,000; with said services charged against account A10105.54055.

AGENDA ITEM NO. 11 – Authorize Agreement with Cortland County Soil & Water Conservation District

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RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Christopher Newell, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF HARBIN **RESOLUTION NO. 49-23**

Authorize Agreement with Cortland County Soil & Water Conservation District

WHEREAS, the Cortland County Legislature created the Special Taxing District known as the "Little York Lake Protection and Rehabilitation District" (hereinafter "District") as of January 1, 2023 pursuant to Resolution No. 298-21, the same having passed public referendum, AND

WHEREAS, the Cortland County Legislature has designated the Cortland County Soil and Water Conservation District as the administrative agent for the District at no cost except for the reimbursement for direct costs from said District, AND

WHEREAS, the Cortland County Legislature has approved the budget for the District for the 2023 fiscal year, AND

WHEREAS, during the budget process each year the funds for the District are appropriated and approved by the Legislature, AND

WHEREAS, the Cortland County Legislature finds that it is in the public's interest to enter into a formal agreement with the Cortland County Soil and Water Conservation District to permit that entity to take necessary steps to effect the plan submitted with the annual budget of the District and approved in the current fiscal year County Budget, including entering into contracts in its own name and seeking reimbursement from the County upon submission of itemized vouchers, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to enter into a contract between the County of Cortland and the Cortland County Soil and Water Conservation District for said purposes.

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 12 – Abolish Cook (32 Hrs/Week)/Create Cook (40 Hrs/Week) - Sheriff's Office

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 50-23**

Abolish Cook (32 Hrs/Week)/Create Cook (40 Hrs/Week) - Sheriff's Office

WHEREAS, the needs of the Sheriff's Office will be better served by abolishing one (1) Cook (32 hours) position and creating one (1) Cook (40 hours) position, AND

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

RESOLVED, that one (1) position of Cook (Grade 2 Corrections/Civilian Union, $17.4089-$23.1381/hr, non-competitive class, 32 hours/week) be and hereby is abolished effective March 23, 2023

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at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Cook (Grade 2 Corrections/Civilian Union, $17.4089-$23.1381/hr, non-competitive class, 40 hours/week) be created with permission to fill effective March 24, 2023 at 12:01 am.

AGENDA ITEM NO. 13 – Create Part-Time Crime Victim Advocate - Office of the District Attorney

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly L. Fairchild-Preston, Legislator
SECONDER:	Joseph Nauseef, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF FAIRCHILD-PRESTON **RESOLUTION NO. 51-23**

Create Part-Time Crime Victim Advocate - Office of the District Attorney

WHEREAS, the needs of the agency will be better served by creating one part-time position of Crime Victim Advocate, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one position of Crime Victim Advocate (CSEA, Grade 9, 18.2559-23.1072/hr, competitive class, part-time, no benefits, 17/hrs/wk), be created with approval to fill on March 24, 2023.

Referred from Government Operations Committee

AGENDA ITEM NO. 14 – Amend 2023 Budget/Abolish Two Positions of Election Commissioner (Part-Time)/Create Two Positions of Election Commissioner (Full Time) - Board of Elections

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Richard Stock, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF STOCK **RESOLUTION NO. 52-23**

Amend 2023 Budget/Abolish Two Positions of Election Commissioner (Part-Time)/Create Two Positions of Election Commissioner (Full Time) - Board of Elections

WHEREAS, the needs of the agency will be better served by abolishing two (2) Election Commissioner positions (part-time) and creating two (2) full time Election Commissioner positions, AND

WHEREAS, the Government Operations Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that two (2) positions of Election Commissioner ($34,552.37/YR, unclassified, part-time, 30 hrs/week with benefits) be and hereby are abolished effective March 24, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that two (2) positions of Election Commissioner off scale equivalent to Grade 10

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Step 1, Management Compensation Plan, ($55,315, unclassified, full time with benefits) be created with permission to fill effective May 25, 2023 at 12:01 am, AND BE IT FURTHER

RESOLVED, that, pursuant to Election Law Section 3-208, each Cortland County Election Commissioner shall receive an equal salary, to be fixed by the County Legislature annually, and will not receive salary increases based upon the salary step plan, AND BE IT FURTHER

RESOLVED, that the 2023 budget be and hereby is amended as follows:

Increase:

A359900	Appropriated Fund Balance	$42,000
A14505.51005	Personal Services	$42,000

AGENDA ITEM NO. 15 – Local Law "B" of 2023 a Local Law Setting the Salary of Cortland County Election Commissioners

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Richard Stock, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF STOCK **RESOLUTION NO. 53-23**

Local Law "B" of 2023 a Local Law Setting the Salary of Cortland County Election Commissioners

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

WHEREAS, a public hearing thereon has been held before this Legislature after publication of notice thereof as legally required, NOW THEREFORE BE IT

RESOLVED, that Local Law “B” of 2023 is hereby adopted and shall take effect upon the filing thereof in the Office of the Secretary of State as provided by Municipal Home Rule Law, and be it further

RESOLVED, that, as this local law is subject to permissive referendum, the Clerk of the Legislature shall cause an abstract of this local law to be published in the County’s official newspaper at least once a week for two successive weeks, the first publication of which shall be had within ten days after the local law is adopted;

, NOW THEREFORE

BE IT ENACTED by the County Legislature of the County of Cortland as follows:

Section I:

Pursuant to Election Law §3-208, each Cortland County Election Commissioner shall receive an equal annual salary, to be fixed by the County Legislature.

Section II:

The annual salary for each Cortland County Election Commissioner shall be increased from $34,552.37 to $55,315 for fiscal year 2023 and paid over the balance of 2023 calendar year, upon the effective date of this local law.

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Section III:

This local law is subject to permissive referendum and shall not take effect until at least forty-five (45) days after its adoption as provided for by Municipal Home Rule Law §24.

AGENDA ITEM NO. 16 – Appoint Republican Election Commissioner

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Richard Stock, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF STOCK **RESOLUTION NO. 54-23**

Appoint Republican Election Commissioner

WHEREAS, due to the untimely passing of Robert C. Howe, duly appointed Cortland County Republican Election Commissioner, there is a vacancy for a term expiring December 31, 2023, AND

WHEREAS, the Cortland County Republican Committee has submitted a certification endorsing the appointment of Michelle S. Brown as the Cortland County Republican Election Commissioner, NOW THEREFORE BE IT

RESOLVED, that Michelle S. Brown, 16 Frank Street, Cortland, New York 13045, is hereby appointed as the Cortland County Republican Election Commissioner for a term beginning May 25, 2023 through December 31, 2023.

AGENDA ITEM NO. 17 – Local Law 4 of 2023 a Local Law Creating an Exception to the Residency Requirement for Assistant County Attorneys for Cortland County

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Richard Stock, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF STOCK **RESOLUTION NO. 55-23**

Local Law 4 of 2023 a Local Law Creating an Exception to the Residency Requirement for Assistant County Attorneys for Cortland County

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

WHEREAS, a public hearing thereon has been held before this Legislature after publication of notice thereof as legally required, NOW THEREFORE BE IT

RESOLVED, that Local Law 4 of 2023 is hereby adopted and shall take effect upon the filing thereof in the Office of the Secretary of State as provided by Municipal Home Rule Law, NOW THEREFORE

BE IT ENACTED by the County Legislature of the County of Cortland as follows:

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SECTION 1.

Preface: It is a strong desire of the Cortland County community to install Cortland County residents in the position of Assistant County Attorney in Cortland County. It is a strong belief of Cortland County that Cortland County residents are knowledgeable about and concerned with the affairs of Cortland County. As has been recognized by the Courts, we believe that a resident of our County has a stake in the life of this community that is not necessarily shared by a non-resident. A resident is more likely to be familiar with local problems, conditions and needs, and is better qualified to perform the duties of the relevant office in question. *DeHondv. Nyquest; (65 Misc. 2d 526, 529-530, 318 NYS2d (1971)*. At the same time, however, the complexity and breadth of Cortland County Government present a challenge with respect to staffing and recruitment. We recognize that the pool of candidates from which we draw in our County is responsible and caring; however, it is sometimes difficult to staff an office from the pool in Cortland County. This law is being passed based upon the existence of the residency requirement in Public Officer's Law §3.

SECTION 2.

Definitions:

County Attorney - The person holding such office as appointed under Section 500 of the County Law.

Assistant County Attorney - The person or persons appointed by the County Attorney under Section 502 of the County Law, including the title of Chief Assistant County Attorney.

SECTION 3.

Purpose: It is the purpose of this Local Law to confirm the commitment of Cortland County to hire residents who have the necessary qualifications and skills to meet the requirements of the position for Assistant County Attorney of Cortland County. This Law will permit Cortland County to alleviate the problem of staffing and recruitment by permitting Cortland County to solicit candidates for the office of Assistant County Attorney from the Counties contiguous to Cortland County in the event of an inability to recruit a sufficient number of qualified candidates from within Cortland County for the position.

SECTION 4.

Authority: Under the Municipal Home Rule Law, Section 10, the County of Cortland has the authority to authorize a non-resident to hold the position of Assistant County Attorney. Section 500 of the County Law provides that any county having no resident attorney-at-law available may employ an attorney-at-law residing in another county.

SECTION 5.

Authority of Cortland County to Hire Applicants for the Position of Assistant County Attorney for Cortland County from Contiguous Counties to Cortland County: Upon written request from the County Attorney to consider non-Cortland County residents for the position of Assistant County Attorney, the Personnel Officer shall determine if all recruitment efforts have been adequately pursued, including soliciting applicants from the Cortland County Bar Association, and provide the County Attorney with an approval/denial to hire a non-Cortland County resident. Upon receiving the Personnel Officer's approval, the County Attorney shall be authorized to consider and hire applicants who are residents from any contiguous Counties to Cortland County to the position of Assistant County Attorney or Chief Assistant

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County Attorney.

SECTION 6.

Severability: If any section of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof that can be given effect without the invalid provision, but shall be confined in its operation to the section thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 7.

Effect: This Local Law shall take effect upon filing pursuant to the provisions of Article 3, Section 27 of the Municipal Home Rule Law.

AGENDA ITEM NO. 18 – Rescind Resolution No. 14-23 - Legislative Mileage Policy - Legislature

RESULT:	**PULLED**

ON MOTION OF STOCK **RESOLUTION NO.**

Rescind Resolution No. 14-23 - Legislative Mileage Policy - Legislature

WHEREAS, Resolution No. 258-15 adopted a Legislative Mileage Reimbursement Policy, AND

WHEREAS, Resolution No. 14-23 amended the policy to fairly enable reimbursement without restricting the ability of Legislators who must drive further due to their residence location, AND

WHEREAS, the Cortland County Government Operations Committee recommends rescinding Resolution No. 14-23, NOW THEREFORE BE IT

RESOLVED, that Resolution No. 14-23 be and hereby is rescinded.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 19 – Accept Bids and Award Contract for County-Wide Office Supplies - Audit Department

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER **RESOLUTION NO. 56-23**

Accept Bids and Award Contract for County-Wide Office Supplies - Audit Department

WHEREAS, a Request for Proposals (RFP) was issued on January 27, 2023 for a supplier of various office supplies and such bids were due and received by March 2, 2023, AND

WHEREAS, bids were received from the following:

Hummel's Office Plus, 25 Canal Street, Mohawk, NY 13407
WB Mason Co., Inc., 59 Centre Street, Brockton, MA 02301

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, AND

WHEREAS, the bids were evaluated to determine whether they met the specifications of the RFP and compared to identify the vendor that represents the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature awards the contract to Hummel's Office Plus as the vendor's bid was determined to be in the best interest of the County based on the evaluation performed, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee is authorized to sign an agreement with Hummel's Office Plus, 25 Canal Street, Mohawk, NY 13407, effective April 1, 2023 for a one year term with an option to extend for an additional three one-year terms.

AGENDA ITEM NO. 20 – Resolution Calling on the Governor of New York State to Remove from the 2024 Executive Budget Part M of the Article VII Revenue Bills

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston

ON MOTION OF WAGNER **RESOLUTION NO. 57-23**

Resolution Calling on the Governor of New York State to Remove from the 2024 Executive Budget Part M of the Article VII Revenue Bills

WHEREAS, on February 1, 2023, the Governor of New York State announced New York State's Fiscal Year 2024 Executive Budget (the "Budget"), AND

WHEREAS, the Budget includes Article VII Revenue Bills, AND

WHEREAS, Article VII Revenue Bills includes Part M adding a new section 989 of the Real Property Tax Law titled "Distribution of surplus in tax enforcement proceedings" ("Proposed Budget Legislation") , AND

WHEREAS, the Proposed Budget Legislation seeks to require municipalities governed by Article 11 of the Real Property Tax Law ("RPTL") to give excess money to a prior owner of real property sold by the municipality after taking title pursuant to Article 11 of the RPTL, AND

WHEREAS, the Proposed Budget Legislation should be removed from the Fiscal Year ("FY") 2024 Budget because (1) it is unconstitutional since Article VIII, Section 1 of the New York Constitution restricts a county from giving any money to or in aid of any individual, or private corporation or association or private undertaking, (2) it is unfair to lien holders since all liens are cut off by Section 1131 of Article 11 at the time an interested party fails to redeem or answer, which time comes prior to the County taking title and selling the parcel, (3) it will be practically impossible for a county to accurately account for all administrative costs associated with administering enforcement of taxes for thousands of parcels during a two year time period involving subcontractors and staff from multiple departments, (4) it is unclear whether litigation costs incurred in enforcing taxes pursuant to Article 11 would be included, (5) the number of unpaid parcels are likely to increase with owners knowing that they do not have to pay lien holders, including the mortgage lien on their home, real estate agents and other costs that would be required absent this Proposed Budget Legislation, (6) the Proposed Budget Legislation does not address the circumstances where there is no "prior owner" or the prior owner is deceased or the method and attempts required to ensure that the "prior owner" accepts payment and (7) it is unfair to the gross majority of parcel owners in the County who timely pay their

Minutes Acceptance: Minutes of Mar 23, 2023 6:00 PM (Approval of Minutes)

taxes or properly sell their home if they no longer desire to own it, AND

WHEREAS, the Cortland County Legislature's Finance and Administration Committee has reviewed this resolution and recommends that the Governor remove Part M from the FY 2024 Executive Budget, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby calls on the Governor of New York State to remove from the FY 2024 Executive Budget Part M of the Revenue Bills, AND BE IT FURTHER

RESOLVED, that the Clerk of the Cortland County Legislature shall forward copies of this resolution to the Governor of the State of New York, the New York State Legislature, the New York State Congressional Delegation, and all others deemed necessary and proper.

AGENDA ITEM NO. 21 – Reaffirming Cortland County's Endorsement of Special State Legislation Amending Article 31 of the New York State Tax Law to Permit Cortland County to Impose a Tax on the Transfer of Real Property (A1261, S3603)

RESULT:	**ADOPTED [16 TO 1]**
MOVER:	George Wagner, Majority Leader
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Stock, Homer, Fitch, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Linda Jones

ON MOTION OF WAGNER **RESOLUTION NO. 58-23**

Reaffirming Cortland County's Endorsement of Special State Legislation Amending Article 31 of the New York State Tax Law to Permit Cortland County to Impose a Tax on the Transfer of Real Property (A1261, S3603)

WHEREAS, the Cortland County Legislature approved Resolution No. 289-22, "A Home Rule Request For Special Legislation Amending Article 31 of the New York State Tax Law to Permit Cortland County to Impose a Tax on the Transfer of Real Property, AND

WHEREAS, it is proposed that the rate of such tax shall be one dollar ($1.00) when the consideration exceeds five hundred dollars ($500.00), at the rate of one dollar for each five hundred dollars or fractional part thereof, AND

WHEREAS, in order to enact a Property Transfer Tax in Cortland County the New York State Legislature must adopt special Home Rule legislation to enable the County of Cortland to enact a local law for the imposition of such a tax, AND

WHEREAS, Senator Lea Webb has introduced New York State Senate bill S3603 and Assemblymember Anna Kelles has introduced Assembly bill A1261 on behalf of Cortland County, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature endorses and requests State approval of said legislation, and urges its elected representatives in the Senate and Assembly to support this legislation, AND BE IT FURTHER

RESOLVED, that the Clerk of this Legislature and the County Attorney prepare the documentation necessary for the New York State Legislature to enact said Legislation, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature and Clerk of the Legislature, upon review and approval by the County Attorney, be and hereby is authorized to execute the appropriate Home Rule

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Request for the enactment of said special law.

Referred from Agriculture/Planning/Environment Committee Continued

AGENDA ITEM NO. 22 – Appoint Director of Planning - Planning Department

It was MOVED by Ms. Homer, seconded by Dr. Wilson, and unanimously approved by voice vote of members present, to enter into an executive session to discuss matters leading to the appointment of a particular person or corporation. MOTION CARRIED.

An executive session was held from 6:39 p.m. to 6:44 p.m., at which time on motion of Ms. Homer, seconded by Dr. Wilson, it was unanimously approved by voice vote to exit executive session.

RESULT:	**ADOPTED [16 TO 1]**
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Jones, Fairchild-Preston, Newell, Nauseef, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Ronald J. Van Dee

ON MOTION OF HARBIN **RESOLUTION NO. 59-23**

Appoint Director of Planning - Planning Department

WHEREAS, the Cortland County Legislature has a vacant position of Director of Planning, AND

WHEREAS, interviews were conducted by the County Administrator and interview committee and they have offered a recommendation for this appointment, AND

WHEREAS, the Agriculture, Planning and Environmental Committee approves the appointment as recommended by the interview committee, AND

WHEREAS, the County Legislature has received from the County Administrator and the Agriculture, Planning and Environmental Committee the recommendation for appointment of Trisha Hiemstra as Director of Planning, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby appoint Trisha Hiemstra as Director of Planning at an annual salary of $100,948 (Grade 3, Step 2, Management Compensation Plan, non-competitive class) effective April 24, 2023 at 12:01 AM.

Announcements

Adjournment

The meeting was closed at 6:47 PM

Minutes Acceptance: Minutes of Mar 23, 2023 6:00 PM (Approval of Minutes)

Cortland County Proclamation

Proclaiming May 2023 Foster Parent Month

WHEREAS, foster parents provide a consistent and compassionate environment for children in need of interim homes in Cortland County, **AND**

WHEREAS, the love and sensitivity of foster parents assists numerous Cortland County children in feeling safe until permanent family life is established, **AND**

WHEREAS, certified foster parents have continued to open their hearts and homes to children experiencing increased levels of trauma whose families are unable to provide the care and supervision they need, **AND**

WHEREAS, the citizens of Cortland County express their appreciation for the faithful service of the forty-seven families in our County, **NOW THEREFORE BE IT**

RESOLVED, that I, Kevin Fitch, Chair of the Cortland County Legislature on behalf of the Legislature, do hereby proclaim the month of May 2023 as **FOSTER PARENT MONTH** in Cortland County. I urge every resident to recognize the need they fill and incredible service that Foster Parents provide in our community.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of April, 2023.

_____

Kevin Fitch, Chair
Cortland County Legislature

Attachment: Foster Parent Month 2023 (11445 : Proclamations)

Cortland County Recognition

Proclaiming May 12, 2023
Provider Appreciation Day

WHEREAS, Child Care Aware® of America and other organizations nationwide are recognizing Child Care Providers on this day, AND

WHEREAS, child care provides a safe, nurturing place for the enrichment and development of millions of children nationwide, and is a vital force in our economy, AND

WHEREAS, the pandemic illuminated how indispensable child care providers are for the well-being and economic security of Cortland County's young children, families, and communities, AND

WHEREAS, child care programs, which are mostly small businesses, run and staffed predominantly by women, are still recovering from health and financial hardships stemming from the pandemic while they have continued to meet the needs of families, AND

WHEREAS Cortland County recognizes that child care has been a lifeline for families, communities, and the economy, AND

WHEREAS, our future depends on the quality of the early childhood experiences provided to young children today; support for high-quality childcare represents a worthy commitment to our children's future, NOW THEREFORE BE IT

RESOLVED, that I, Kevin Fitch, Chairman of the Cortland County Legislature, on behalf of the Cortland County Legislature, do hereby proclaim May 12, 2023, as Provider Appreciation Day in Cortland County and urge all citizens to recognize Child Care Providers for their important work.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of April, 2023.

_____

Kevin Fitch, Chair
Cortland County Legislature

Attachment: Provider Appreciation Day 2023 (11445 : Proclamations)

Cortland County Proclamation

Cortland County Magistrate Association Month

WHEREAS, The 15 Town and Village Courts in Cortland County are part of the nearly 1,200 Justice Courts in the State of New York that collectively handle close to 1 million cases each year, AND

WHEREAS, The Town & Village Courts are known as the "Courts Closest to the People" and have broad jurisdiction, presiding over civil and criminal matters, therefore performing a vital role in the New York State Unified Court System, AND

WHEREAS, the 16 Justices in the County's Town and Village Courts have pledged to be ever mindful of their neutrality and impartiality, and render equal justice to all, while continually adhering to the Judicial Rules of Ethics and pronouncements of the New York State Commission on Judicial Conduct, AND

WHEREAS, The Justices are required to be on-call 24 hours a day, 365 days a year to sign arrest and search warrants, perform arraignments, and issue orders of protection, AND

WHEREAS, The Justices of Town and Village Courts ensure that the rights afforded to defendants by the Constitutions of the United States and the State of New York are provided and protected, AND

WHEREAS, The Justices of Town and Village Courts preside over trials involving misdemeanor and violation level offenses, thereby ensuring that the victims of those offenses can be heard, AND

WHEREAS, The Town and Village Courts provide a venue for Citizens to pursue a low-cost and efficient procedure for individuals to resolve civil disputes and landlord/tenant matters, AND

WHEREAS, The Justices preside nightly and weekend and holiday mornings at the Cortland County Arraignment Part ('CAP') conducted in the County Jail, (CAP) that ensures that arrested citizens are promptly afforded legal representation, the opportunity to plead to alleged charges, and be processed for release, bail, or incarceration, AND

WHEREAS, The Justices continually strive to improve the administration of justice through participation in mandatory education programs, seminars, meetings of the Cortland County Magistrate Associations and the New York State Magistrate Association, AND

WHEREAS, It is appropriate that we recognize the dedication and service to the community of the County's Town and Village Justices, NOW THEREFORE BE IT

RESOLVED, that I, Kevin Fitch, on behalf of the Cortland County Legislature do hereby proclaim **May as Cortland County Magistrate Association Month** and extend our appreciation to all Town and Village Justices for the vital service they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREFOF, I have hereto set my hand this 27th day of April, 2023.

_____

Kevin Fitch, Chair
Cortland County Legislature

Attachment: Magistrate Association Month 2023 (11445 : Proclamations)

Cortland County Proclamation

Recognizing Retiring Cortland County Employees for their Time and Service

WHEREAS, County employee Corrections Officer Brian Abbott is ending his distinguished career with Cortland County and moving into retirement, **AND**

WHEREAS, the Cortland County Legislature wishes to express its appreciation to Officer Abbott for his years of dedicated service to the residents of Cortland County, **NOW THEREFORE BE IT**

RESOLVED, that the Legislature hereby recognizes Brian Abbott with twenty-two (22) years of service to Cortland County as a Corrections Officer, **AND BE IT FURTHER**

RESOLVED, that the Legislature acknowledges that Officer Abbott's experience and expertise will be missed, **AND BE IT FURTHER**

RESOLVED, that I, Kevin Fitch, Chairman of the Legislature, on behalf of the entire County Legislature, want to express our sincere appreciation to Officer Abbott for his loyalty to the County of Cortland and wish him much happiness as he begins this exciting new chapter in his life.

Signed on the 27th day of April 2023.

_____

Kevin Fitch, Chair
Cortland County Legislature

Attachment: Retiree Proclamation - B Abbott (11445 : Proclamations)

ON MOTION OF **RESOLUTION NO.**

2022 Department of Social Services Annual Report

CORTLAND COUNTY DEPARTMENT OF SOCIAL SERVICES

2022

ANNUAL REPORT

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

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Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

This report serves as the 2022 Cortland County Department of Social Services Annual Report as required by Section 81 of Title 5 of the Social Services Law.

VISION, MISSION, AND GUIDING VALUES

Vision

To eliminate poverty and family violence in Cortland County

Mission

Our mission is to accurately and efficiently provide benefits and services to the people of Cortland County in a respectful and responsive manner that protects the vulnerable, encourages self-sufficiency, and promotes dignity.

Values

- Strength-based partnerships
- Teamwork
- Self-sufficiency and individual responsibility
- Safe and healthy environments
- Family preservation and permanency
- Respect for all people
- Outcome focused approach
- An energizing positive work environment

ORGANIZATIONAL CHART

- See next page for a January 2023 chart

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

Cortland County Department of Social Services

2023

Commissioner

1 Commissioner

Systems
1 Information Systems Administrator
1 WMS Specialist

Secretary to the Commissioner
1 Secretary

Legal
1 Chief Attorney
2 Attorneys
1 Legal Assistant

Staff Development
1 Staff Development Coordinator

Child Advocacy Center
1 Coordinator
1 MDT/Safe Harbor Coordinator
1 Community Outreach Educator
1.5 Family Advocates

Temporary Assistance / Employment Services and SNAP/MA
1 Deputy Commissioner

- **Temporary Assistance/ Intake**
  Temporary Assistance Intake
  .5 Manager
  2 Sr. Social Welfare Examiner
  3 Social Welfare Examiners
- **Temporary Assistance Undercare/ Employment/ Day Care**
  Temporary Assistance Undercare / Employment/ Day Care
  1 Manager
  3 Sr. Social Welfare Examiners
  6 Social Welfare Examiners
  1 Sr Case Aide
  1 Case Aide
- **Homeless/ Reception**
  Homeless/Reception
  1 Manager
  1 Sr.Case Aide
  5 Case Aides
- **Heap**
  Heap
  .5 Manager
  1 Sr.Social Welfare Examiner
  3 Community Service Workers (6 Months)
- **Medicaid /SNAP**
  Medicaid/SNAP
  .5 Manager
  2 Sr. Social Welfare Examiner
  8 Social Welfare Examiners
  .5 Case Aide
- **Investigation/ Resource Recovery**
  Investigation/ Resource Recovery
  .5 Manager
  1 Sr. Social Welfare Examiner
  .5 Case Aide

Family and Children's Services
1 Deputy Commissioner

Adult Services
Grade A Supervisor

- **Adult and Family Services / Long Term Care**
  Family and Adult Services / Long Term Care
  1 Grade B Supervisor
  1 Sr. Caseworker
  4 Caseworkers
  1 Case Aide
- **Case Eligibility & Support Staff**
  Case Eligibility
  1 Social Welfare Examiner
  2 Case Aides

Child Welfare Director of Services

- **Child Protective Services**
  Child Protective
  2 Grade B Supervisors
  3 Sr. Caseworkers
  11 Caseworkers
  1 Case Aide
- **Preventive / Foster Care**
  Preventive / Foster Care
  2 Grade B Supervisors
  3 Sr. Caseworkers
  13 Caseworkers
  1 Case Aide
  1 PT Case Aides
- **Coordinated Children's Services Initiative (CCSI)**
  Coordinated Children's Services Initiative (CCSI)
  1 Grade B Supervisors
  1 Case Aide

Administrative Services
1 Director of Administrative Services

Asst. Director of Administrative Services

- **Accounting**
  Accounting
  1 Fiscal Officer
  .5 Principal Account Clerk
  2 Sr. Account Clerks
- **Child Support Enforcement**
  Child Support Enforcement
  1 Coordinator
  5 Investigators
  .5 Principal Account Clerk

Total DSS Count = 112 employees
(Does not include 3 Temp CSWs, and 1 PT Case Aide)
Total CAC Count = 4.5

Updated:
2/2723

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social

Administrative and Supportive Services

ADMINISTRATION

Administration encompasses the work to administer programs and services, manage personnel, develop and manage contracts, develop operational policies and procedures, implement state policy directives, comply with various audits and reviews, comply with various mandated state plans, coordinate with community partner agencies, develop efficient workflow processes, assess data and outcomes, resolve complaints and problems, and to manage a 30+ million-dollar budget. The work described in this section is performed by the Commissioner, two Deputy Commissioners, Director of Services, Director of Administrative Services, Assistant Director of Administrative Services, Secretary to Commissioner and Staff Development Coordinator.

Personnel management includes assessment and assignment of job duties, evaluating positions needed, requesting permissions to fill, civil service compliance and paperwork, interviewing, screening, and offering positions, orientation, training arrangement, registration and permission, monitoring and approving leaves of absences, employee evaluations, employee skill development, and payroll processing. Additionally, employee injuries and threats require urgent responses, assessment, paperwork, and follow-up.

In 2022, we had 39 positions turnover or abolished. Of the 39 total positions, 25 required the hiring of a new person to the department, 11 involved the promotion of an internal candidate and three involved a voluntary demotion. There were 26 exits from the department: 3 were due to failing probation or a provisional employee being unreachable on a civil service list, 20 were resignations,3 were retirements.

The department developed or renewed 65 contracts in 2022. Of them, 14 were for foster care placements, 11 were with day care centers, 9 were for work site placements for the Work Experience Program. The rest were for various administrative and program services. In 2022, the department held 11 contracts with other county departments for a total of $790,000.

In 2022, we received 116 state policy directives from the Office of Children and Family Services (OCFS), the Office of Temporary and Disability Assistance (OTDA) and the State Department of Health. Many of these required changes and updates to our policies and procedures.

There were many state plan documents required in 2022. Plans required were:

- OTDA Homeless Services Plan and quarterly reporting requirements
- OTDA Temporary Housing Budget Report
- OTDA Code Blue housing and funding plan
- OTDA Temporary Assistance and SNAP Employment Plan
- OCFS Raise the Age funding plan
- OCFS Raise the Lower Age for Juvenile Delinquents Plan
- OTDA Flexible Fund for Family Services (FFFS) funding plan and monthly reporting requirements
- Federal Tax Information Protection Plan
- OCFS Supervision and Treatment Services for Juveniles Plan (STSJP) funding plan and quarterly reporting requirements.

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

- OCFS Child and Family Services Plan

Additionally, in 2022 we managed formal case and program reviews/audits. These included:

- Child Welfare Practice Case Review Program Improvement Plan
- Long Term Care agency Medicaid audits
- OCFS Quarterly IV-E Claims Reviews
- Preventive Services IV-E candidacy case reviews
- Foster Care and Adoption IV-E case review
- 2021 Federal Single Audit Review
- Adult Protective Case Review Program Improvement Plan
- SNAP Management Evaluation for Employment and Fiscal Claiming

Our Staff Development Coordinator led 2 process improvement groups with staff across the department in 2022. One was on Family and Adult Services process and morale improvement ideas, and one was on Income Maintenance employee process and morale improvement ideas.

SUPPORTIVE SERVICES

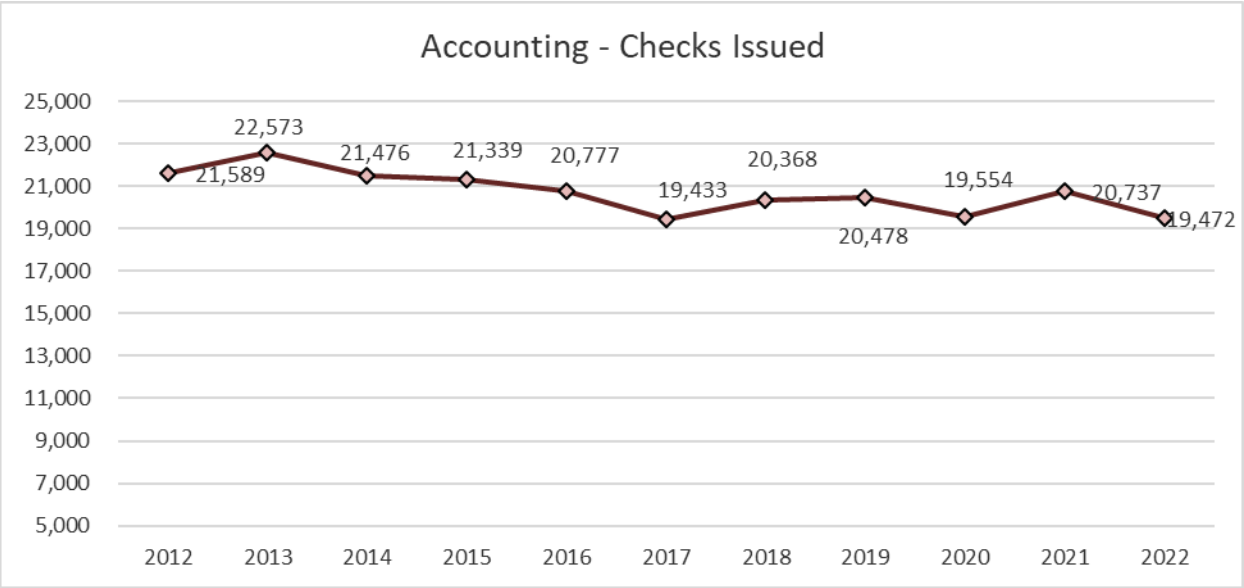
Accounting Unit

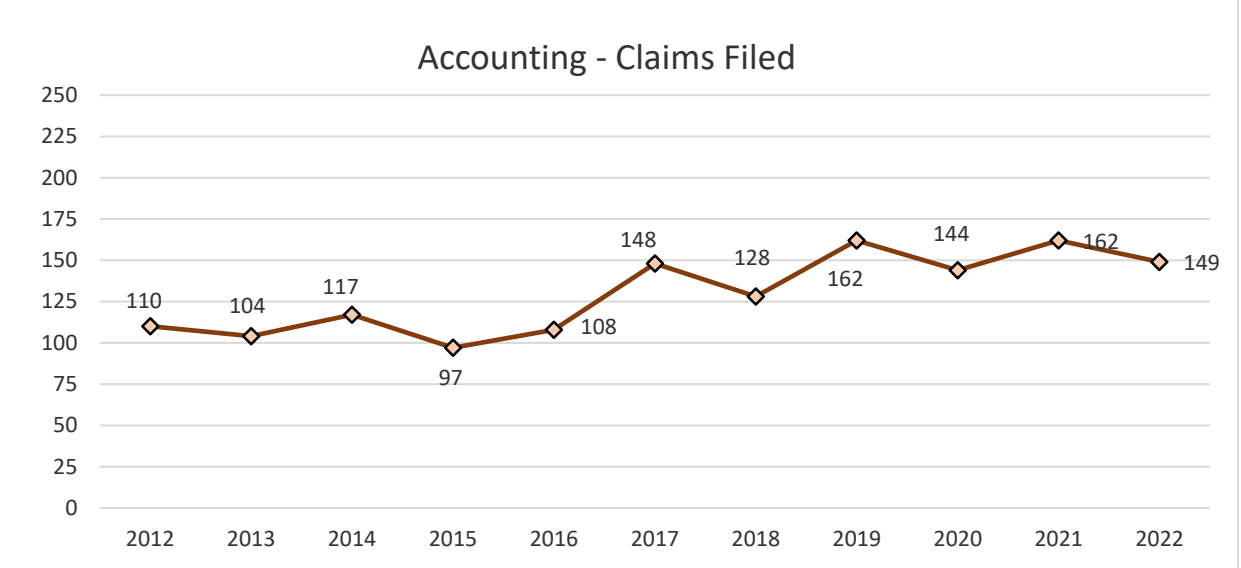
This unit is responsible to audit and code various original source documents to ensure correct payment and claiming. Payments are produced using three different computer systems; a state system for client benefits, a county system for administrative payments, and a locally created system for representative payee accounts. In 2022, there were 429 administrative payments, 2,885 program payments, and 16,158 trust account payments generated.

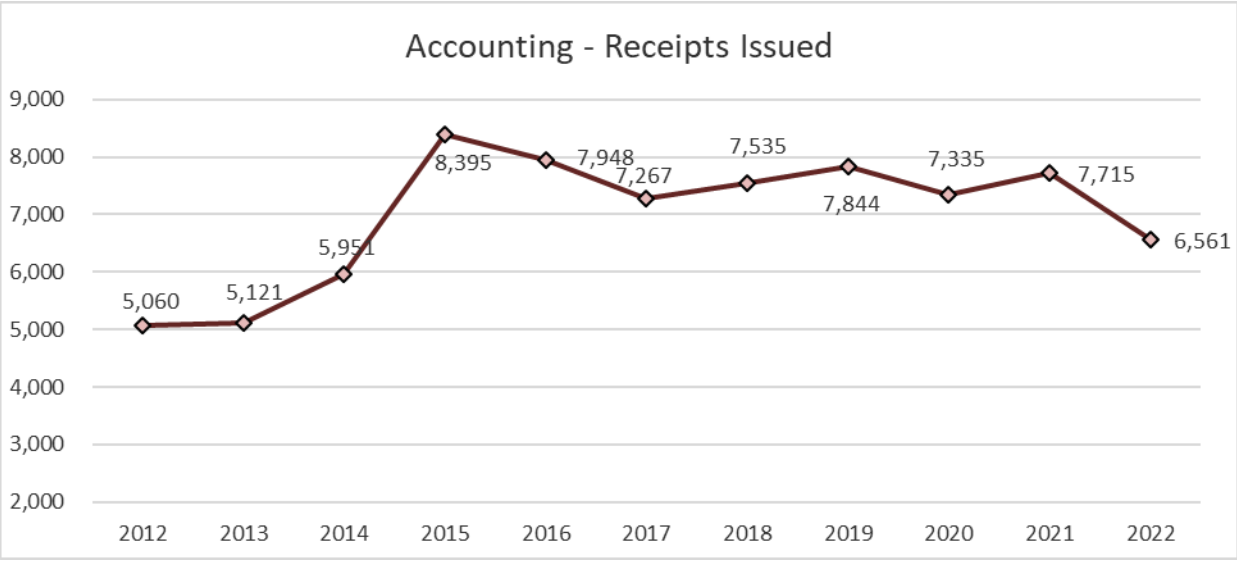
There are different program and administrative expenditures and claims processes. Both require staff to calculate, code and record expenditures for monthly claiming of state and federal reimbursement utilizing the Automated Claiming System (ACS).

The department budget involves the management of 67 appropriation accounts, 47 revenue accounts, and 5 trust accounts.

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)







Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

Legal Unit

This unit handles an array of legal matters involving the department, including the following things:

- Family and Children's Services - Litigation and preparation of petitions, answers, motions, discovery, orders, memoranda of law, appellate briefs, and other legal documents for Family Court, and offering legal advice in child welfare law. There were 154 petitions, 369 orders and 219 permanency reports filed in 2022. These numbers were only slightly lower due to the pandemic.
- Support Collection Unit - Litigation and preparation of petitions, orders, motions, objections and other legal documents for Support Magistrate and Family Court Judge. Also appear as counsel on behalf of the Support Collection Unit for Child Support Services (CSS) recipients who request such service.
- Adult Services – Assist with legal matters involving the elderly and incapacitated. Preparation of petitions, orders and other legal documents/reports for proceedings in Surrogate's and Supreme Court.
- Investigation Unit and Chronic Care – Provide legal advice and representation for recovery of agency funds through the Resource Recovery Unit, and advise Chronic Care on such issues as Medicaid eligibility, trusts, and spousal resources.
- Bankruptcy – Provide clearinghouse for all bankruptcy notices received by the agency and render legal advice with respect to proper procedures upon notification of filing.
- Fair Hearings - Coordination of Fair Hearing requests with appropriate units including obtaining summaries from workers, coordinating the fair hearing schedule on hearing day, and providing attorney representation for the agency. For Family and Children's Fair Hearings, the legal office is responsible for preparing the record that will be used during the hearings. In 2022 there were 0 income maintenance program fair hearing and 12 Child Protective Services investigation determination hearings requiring attorney representation. These numbers were low due to the pandemic and various state waivers and process holds.

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

Reception

We currently operate two separate Reception areas, each with a very different focus. The COVID pandemic forced us to dramatically change our processes regarding how we receive and provide service to our visitors. As a result, we made changes which have proved productive and will remain in place.

Our traditional Reception area on the second floor remains a focus point for mail processing, managing phone calls for the agency, application registration, and records management.

A new Reception area was created in 2021 which serves as our building entrance on the ground floor and where all client interviews are done. This has served to help reduce traffic throughout the building as well as allow for improved security. Our focus in 2022 has been in how to best manage increased traffic in the area from dramatic increases in the number of homeless individuals in our community, and in ensuring that staff there are kept safe. Efforts in this area will continue in 2023.

Systems

In 2022, the Systems Administrator and Welfare Management Specialist deployed and/or maintained all hardware including 149 network computers,12 Virtual Desktop Infrastructure (VDI) terminals, 27 iPad, 29 printers, 7 copiers, 15 label makers, and 156 phone lines. They also manage numerous programs requiring set-up and user rights configurations. There are approximately 40 software and data programs required by our employees to do their jobs. Every month, they generate approximately 1,381 data report needed for staff from the state Benefits Issuance Control System (BICS).

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Income Maintenance Division

TEMPORARY ASSISTANCE

Description of programs:

- Family Assistance (FA) provides temporary cash assistance to eligible needy families that include a minor child. FA is a federal Temporary Assistance for Needy Families (TANF) funded assistance program. Eligible adults are limited to receiving benefits for a total of 60 months.
- Safety Net Assistance (SN) provides temporary cash assistance to eligible single adults, childless couples, and families who have exhausted their 60-months of eligibility for FA. SN is a state assistance program.
- Emergency Assistance: People with urgent needs, such as shelter and utilities, may be eligible for Emergency Assistance for Families (EAF), Emergency Assistance for Adults (EAA), or Emergency Safety Net (ESN) assistance, depending on their household income and resources.
- Employment Services- Within a week of an application, the employment unit becomes involved with TA applicants who are determined employable. They are required to attend a weeklong Job Search Workshop. Individuals who do not obtain employment are required to work with the employment unit to undergo an assessment and participate in assigned programs. Supportive services, including daycare and transportation assistance, are provided to clients to enable them to move forward to self-sufficiency. Work activities can include, but are not limited to, job search, Work Experience assignments, volunteer activities, vocational training, community service, therapy, counseling, etc. Individuals who do not comply with employment assignments are subject to sanctions that decrease or discontinue their benefits for certain time frames. Many individuals are exempt from work activities due to mental health, substance abuse or physical medical exemptions.
- Work Experience Program - The work experience program introduces the value of work by having participants develop work habits and job skills from participation in work assignments. Individuals are assigned to work sites at government or non-profit agencies with whom agreements are established.
- Disability Analyst – This position is provided via a contractual agreement with the J.M. Murray Center, Inc. and is located at the Department. The Disability Analyst establishes disability determinations for TANF and SN individuals presenting medical issues. This involves meeting with individuals and working with their doctors to obtain medical documentation that results in an exemption from employment activities and/or the pursuit of social security benefits.

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

Annual Update:

The COVID pandemic led to a decrease in Temporary Assistance (TA) application numbers, particularly emergency assistance, which was attributed to the enhanced unemployment benefits, stimulus payments, and eviction and utility shut-off moratoriums. Applications increased in 2022 as these interventions began to end. The State eliminated the 45-day wait for SN applications in 2022. Those cases must now be opened within 30 days retroactively to the application date.

	2018	2019	2020	2021	2022
New TA apps registered per year (Total of FA, SN, EAA, EAF, ESN)	1,702	1,677	1,225	1,211	1,455
FA apps registered	419	351	361	478	427
SN apps registered	1,233	1,105	822	718	1,004
Average number of days from FA application to determination	31	25	19	20	22
Average number of days from SN application to determination	38	28	38	30	33

Emergency trends over the last five years are charted below, including EAF and EAA application expenditures. Things covered include emergency housing, evictions, utility, and fuel shut offs, etc. The waivers, moratoriums, and enhanced benefits put in place due to the pandemic have led to decreases in the number of emergency applications. While our emergency applications are still lower than our pre-COVID numbers, we are starting to see increases as waivers are lifted and enhanced benefits end.

	2018	2019	2020	2021	2022
EAF apps registered	163	174	24	3	46
Amount of EAF emergency payments made	$91,862	$123,003	$55,447	$13,771	$26,705
EAA payments	71	62	18	12	10
Amount of EAA emergency payments made	$29,066	$21,285	$9,591	$9,704	$2,289

While everyone has the right to complete a Temporary Assistance application, not all applications are opened. Case situations change, applicants may not comply with eligibility requirements, or applicants may be determined programmatically ineligible. We open a relatively low percentage of applications received.

	2018	2019	2020	2021	2022
Percentage of TA applications opened for ongoing assistance	27%	24%	24%	21%	23%

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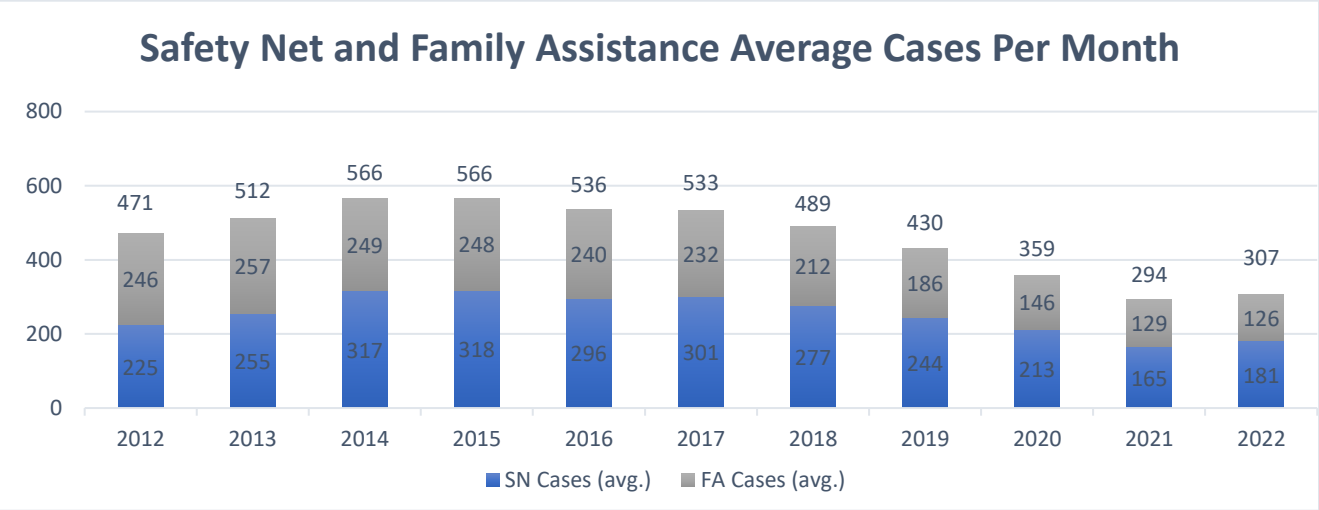
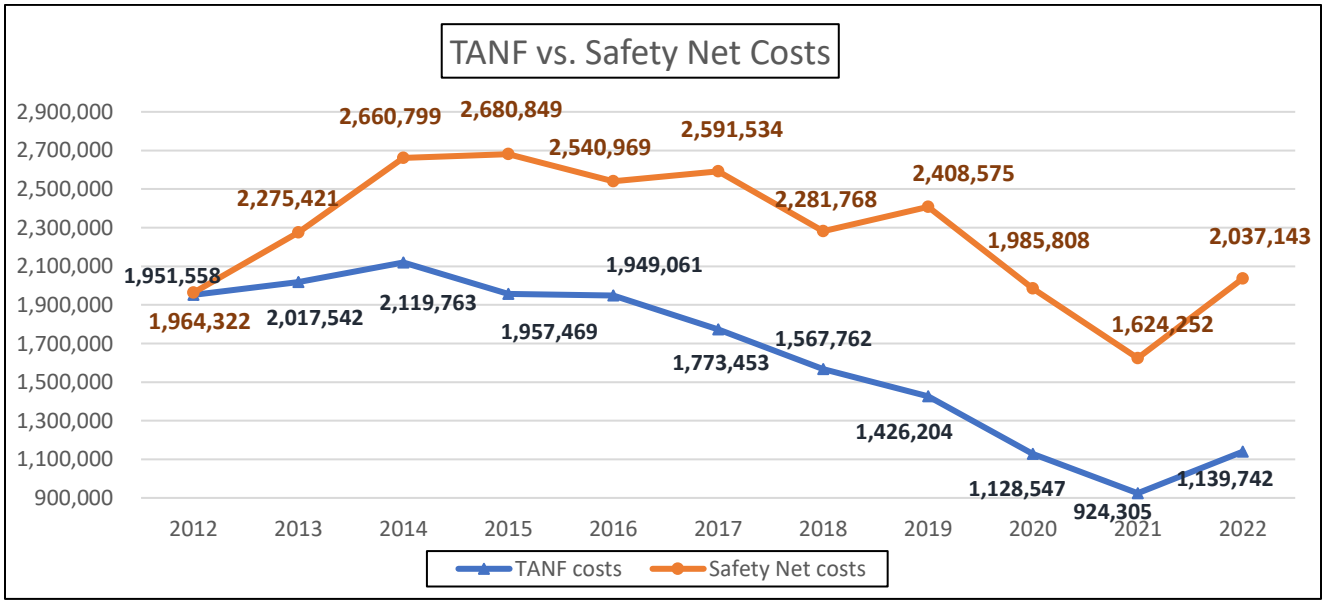
Our Temporary Assistance caseload is impacted by several factors, including the number of new applications and employment opportunities available in the community. The most significant factors impacting our caseload have been from the COVID pandemic, specifically eviction and utility shutoff moratoriums, increased SNAP and HEAP benefits for households, and changes in the labor market. While Temporary Assistance caseloads decreased dramatically during the pandemic, there have been gradual increases in 2022 as moratoriums and waivers were lifted. Since 2011, the county cost share of SN cases has been 71%, while it is 0% for FA. The charts below outline historical costs and caseloads.





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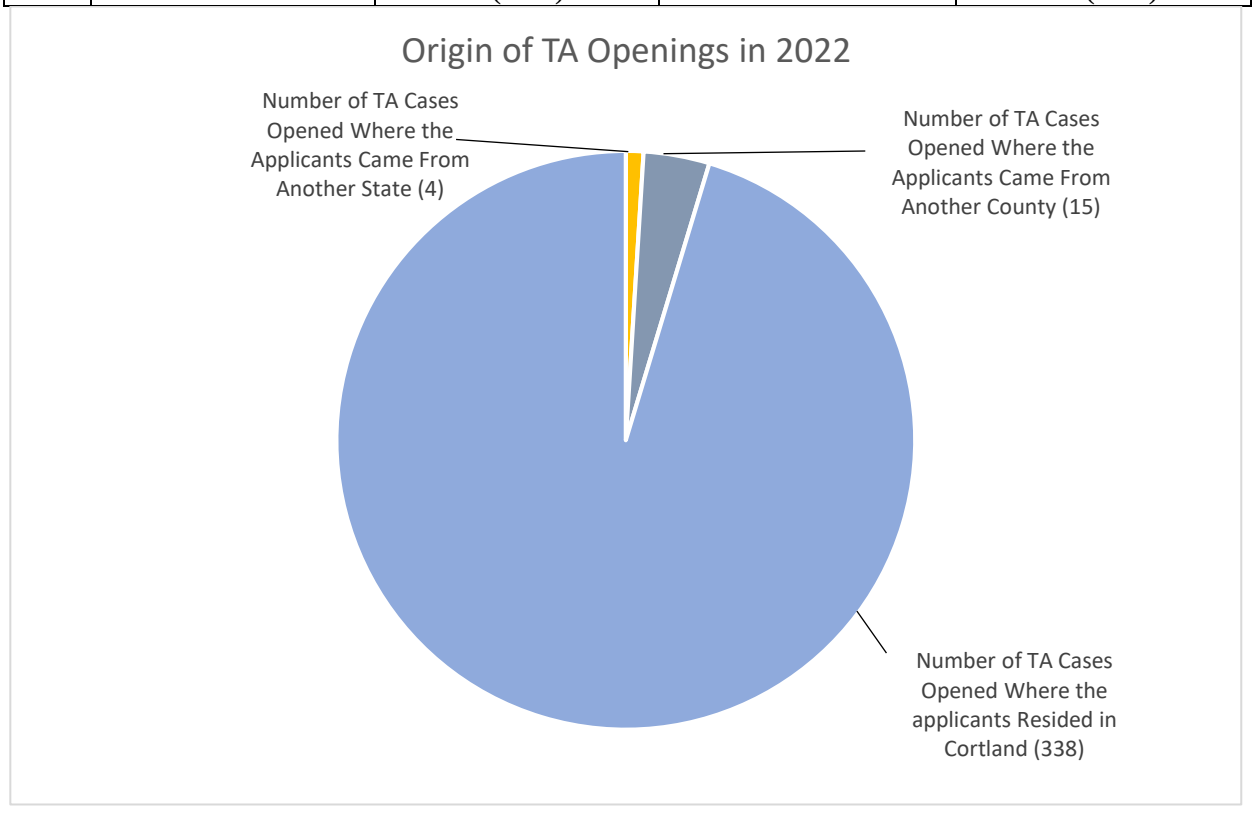
Our indigent burial numbers fluctuate but are relatively stable year to year.

	2018	2019	2020	2021	2022
Number of indigent burials	71	82	67	85	88
Burial expenditures	$176,166	$207,033	$175,948	$204,724	$212,960

Because New York State requires counties to accept applications from anyone who applies in a county without any residency restrictions, we track the number of TA applicants received from other counties and states. The COVID pandemic caused our TA screening process to be paused for much of 2020. In recent years, we have seen decreases in the number of people applying from other states and counties, and of those who do apply, a very low percentage of them open for TA.

	# from another state applying for TA	# from another state who opened TA	# from another county applying for TA	# from another county who opened TA
2014	58	9 (15%)	131	19 (14%)
2015	61	12 (19%)	116	22 (18%)
2016	69	5 (7%)	107	12 (11%)
2017	39	7 (17%)	94	19 (20%)
2018	26	3 (11%)	99	14 (14%)
2019	8	1 (12%)	88	7 (8%)
2020	No data due to pandemic	-	-	-
2021	36	5 (13%)	20	2 (10%)
2022	24	4 (16%)	88	15 (17%)



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One factor we analyze is the history of those who are applying for TA. Specifically, whether they have received TA in the past in our county. This is done to help analyze service needs and how to best assist applicants escape the cycle of poverty. Most of our TA recipients have received TA in the past.

	2018	2019	2020	2021	2022
New TA recipients who are new to TA	163 (35%)	187 (47%)	121 (41%)	101 (40%)	140 (41%)
New TA recipients who have received TA in the past	297 (65%)	213 (53%)	173 (59%)	150 (60%)	198 (59%)

An ongoing challenge is the number of Temporary Assistance adult recipients who are exempt from work requirements due to a physical, mental health, or an alcohol/drug dependency issue. In accordance with New York State regulations, individuals who are exempt cannot be required to work on their job skills or search for employment. Those who are expected to be permanently disabled are assisted in applying for disability benefits. There are regular meetings and communications with local treatment and medical providers to ensure that exemption determinations are accurate and current, and that individuals are held accountable to comply with treatment recommendations. Despite these attempts, an increasing number of individuals are work exempt and are not required to participate in work activities.

	2018	2019	2020	2021	2022
# of all adult TA recipients who are exempt and unemployable (monthly avg)	334 (77%)	289 (79%)	247 (79%)	166 (81%)	217 (84%)
# of all adult TA recipients who are nonexempt and employable (monthly avg)	102	77	51	38	40
Of the nonexempt TA recipients above, those who are currently working either full or part-time (monthly avg)	34	26	8	4	8

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Homeless housing has been our biggest challenge and focus in 2022, as we have seen historic increases in this area. This seems to be impacted by a number of factors: a large number of these individuals face chronic mental illness and substance abuse challenges making it difficult to maintain housing, bail reform has led to a number of formerly incarcerated individuals becoming homeless, a lack of immediately available and effective mental health and substance abuse treatment services for those who do not easily engage in treatment, a dramatic decrease in the number of landlords and motels willing to provide low-income housing due to an increase in problematic behaviors, insufficient financial reimbursement and increased financial risk due to eviction reform laws, and regulatory changes which have led to an inability to hold individuals accountable for their poor behavior and noncompliance. As a result, we are struggling to provide emergency or permanent housing for our homeless individuals.

	2018	2019	2020	2021	2022
Number of instances cases (individuals or families) were housed as homeless	339 (295 separate households, 36 housed more than once)	356 (316 separate households, 50 housed more than once)	311 (226 separate households, 45 housed more than once)	315 (249 separate households, 34 housed more than once)	496 (378 separate households, 107 housed more than once)
Of those housed, the number of cases which were SN single males	163	218	187	183	282
# of homeless parolees housed	56 (17% of the total cases housed)	63 (18% of the total cases housed)	58 (19% of the total cases housed)	21 (6% of the total cases housed)	39 (8% of the total cases housed)
Average # of days each case was housed	22days	28days	33 days	28days	31days
Total amount spent on homeless housing	$341,191	$550,099	$465,864	$355,796	$735,943

As of March 2023, most of the cases are located within the city of Cortland (263 total cases, 87 Family Assistance and 176 Safety Net). The charts below indicate a higher percentage of Safety Net (SN) cases are concentrated within the City of Cortland than are Family Assistance (FA) cases. Not all current TA cases are represented here, as certain types of cases do not contain a local address, such as those in congregate care, rehab, shelter, or non-custodial caretaker cases outside of our county. We also carry cases for a specific amount of time when the recipient has moved out of county.

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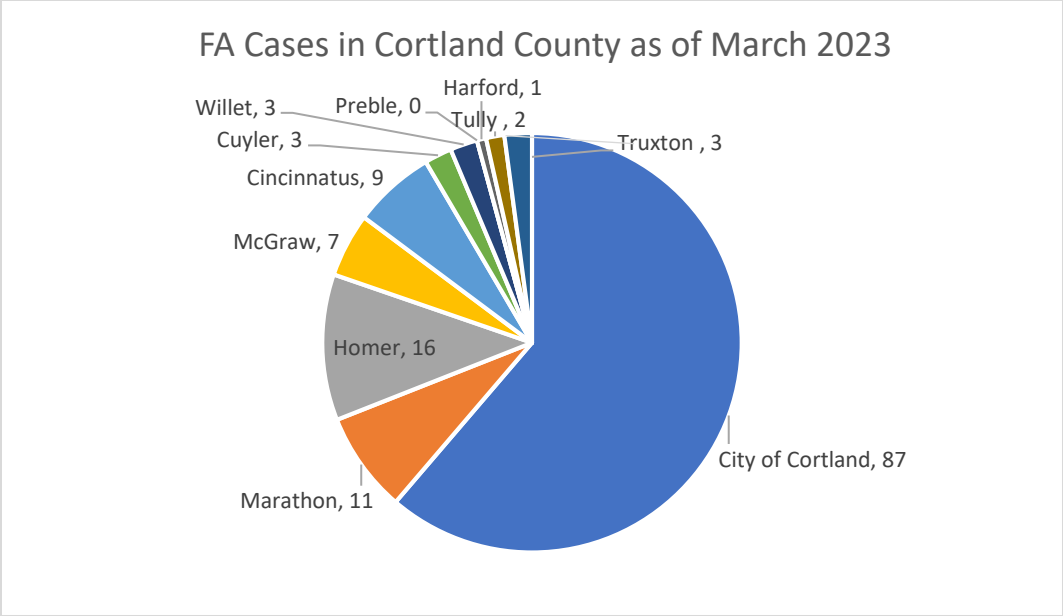

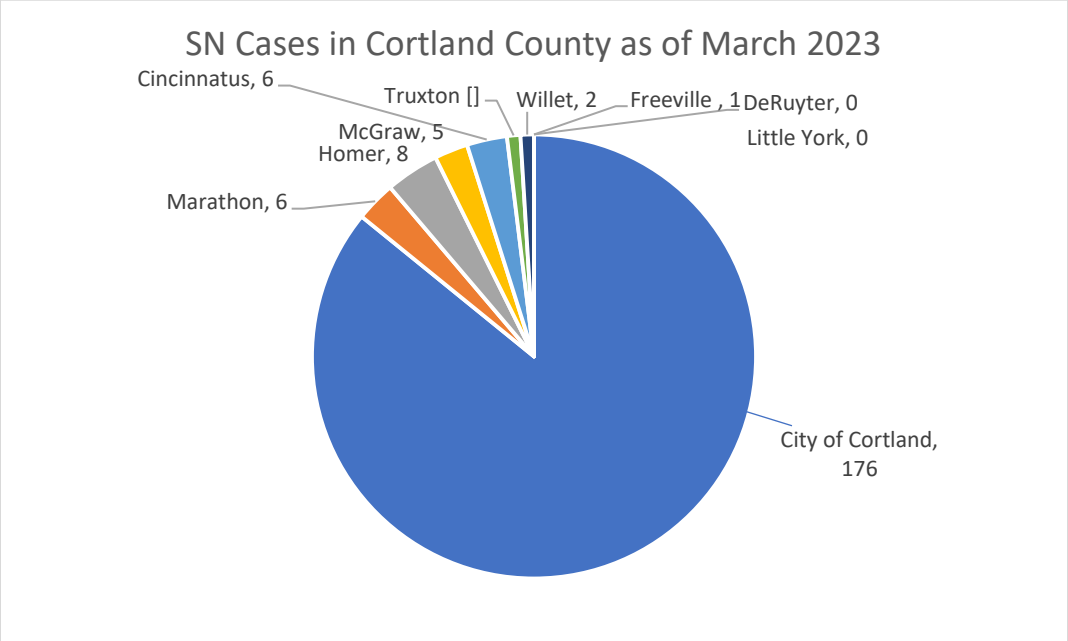

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INVESTIGATION

Description:

This is the work done to avert fraudulent applications, investigate fraud allegations and to complete various resource recovery actions.

Annual Update:

We place a great deal of emphasis on our fraud investigation work. Applications with factors which may indicate possible fraud are referred to the Investigation Unit as FEDS (Front End Detection System) referrals. A high percentage of our TA applications are reviewed as FEDS, helping us ensure that new applications do not contain fraud. Due to the COVID pandemic, FEDS requirements were waived from March 2020 through May of 2021, resulting in the lower numbers during that time. Case Investigations also decreased, primarily due to the waiver of in-person interviews. There were increases in these numbers in 2022 as interviews resumed and FEDS requirements were back in place. Open assistance cases may be referred to the Investigation Unit if staff suspect possible fraud, and outside referrals are accepted from anyone.

	2018	2019	2020	2021	2022
# of TA FEDS referrals investigated	459	572	95	145	310
% of TA applications referred for FEDS investigation	26%	34%	7%	12%	21%
# of TA FEDS referrals found with case discrepancies	92	131	17	52	85
# of TA applications denied or withdrawn due to FEDS investigation	52	63	8	44	77
FEDS Cost Avoidance/for one month	$88,453	$93,955	$12,492	$67,823	$117,119
# of open case investigations (may be from any program area)	113	105	138	51	66
# of individuals arrested for fraud	14	16	9	8	11
Fraud Investigation Recoveries	$77,778	$54,155	$86,807	$30,356	$36,556

SNAP/MEDICAID/HEAP/DAYCARE

Descriptions:

- Supplemental Nutrition Assistance Program (SNAP) – This is a federally funded program that provides those who qualify with benefits to purchase food.
- Medicaid – This is a federal, state and locally funded program to provide various levels of health care coverage to individuals.
  - → Community Medicaid – Cases for persons who qualify for Medicaid. These types of cases are being taken over by the NYS Exchange and are referred to as Maximum Adjusted Gross Income (MAGI) cases.

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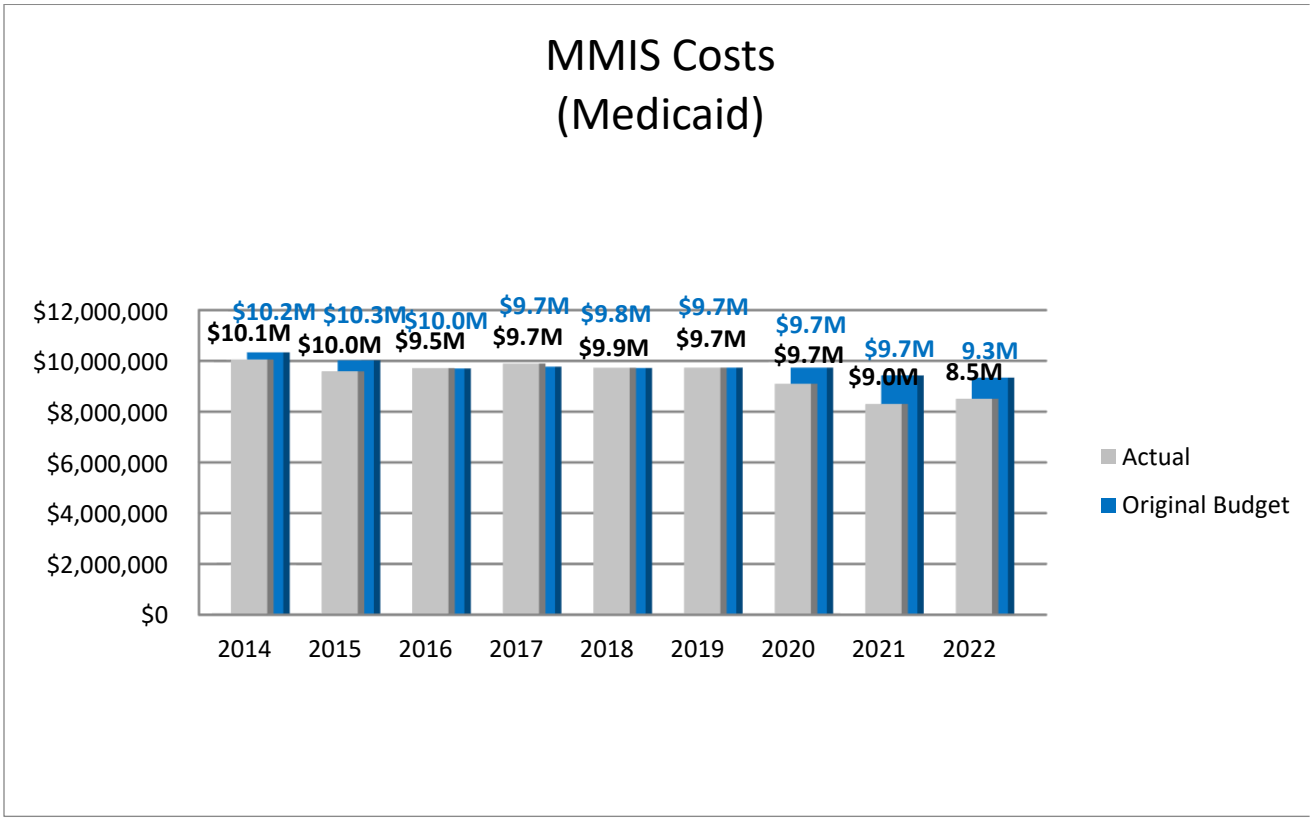
→ Chronic Care Medicaid – Cases that qualify for Medicaid under the Medicare Savings Program, the Medicaid Buy-In Program, and for those who are in receipt of Supplemental Security Income (SSI) or are a nursing home resident.

- Home Energy Assistance Program (HEAP) - This is a federally funded energy assistance program that helps with heating bills, furnace repairs and, in some years, with summer cooling benefits and furnace maintenance.
- Daycare – The Low-Income Daycare Program (LIDC) is for working parents whose earnings are within 300% of the State Income Standard level (as of August 1, 2022) and/or for parents transitioning from Temporary Assistance. Daycare is also provided to Temporary Assistance recipients when they are engaged in employment activities.

Annual Updates:

Medicaid costs are the largest driver of our DSS budget. They accounted for 55% of the county funds used in our DSS budget in 2022. This account is all local share and COMPLETELY OUT OF OUR CONTROL. Annual weekly share increases were to go to 0% after 2014, but then the impact of the Affordable Care Act (ACA) decreased our local weekly shares. The weekly shares are still estimated at this time and SFYs in 2016, 2017, 2018, 2019 and 2020 are not yet reconciled. The County is owed money. In 2022 the weekly share was increased once and decreased once due to enhanced federal pandemic funding. This is an area anticipated to negatively affect the county budget in future years as the temporary pandemic related reductions in county share will diminish.



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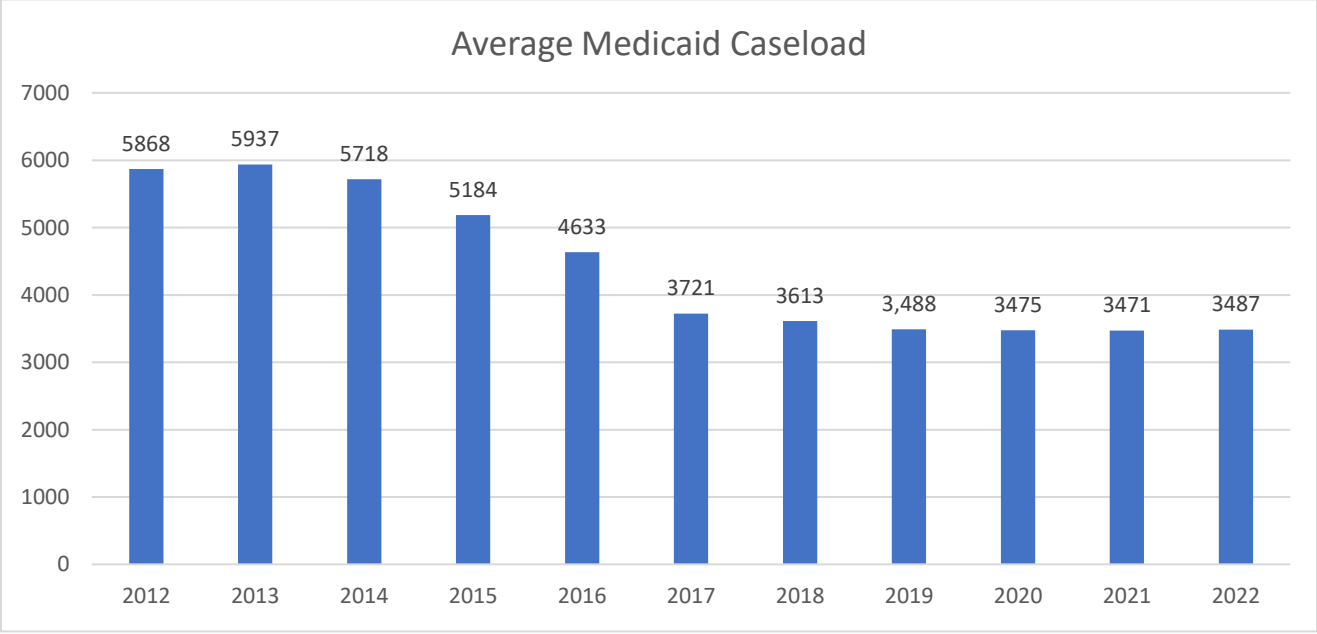
Medicaid cases began to decrease after 2016, as New York State continued to transition some cases away from local districts, but this process has been stagnant for years. The number of SNAP cases has remained relatively consistent over the past few years. HEAP cases tend to fluctuate depending upon the severity of the winter season and the amount of funding provided. The low number of Low-Income Daycare assistance cases reflect a lack of available daycare in our community.

	2018	2019	2020	2021	2022
# of open SNAP cases (monthly avg.)	3,376	3,240	3,159	3,149	3,353
Average number of days from SNAP app to determination	15	13	12	15	18
# of open local MA cases (monthly avg.)	3,613	3,488	3,475	3,471	3487
Average number of days from MA application to determination	33	20	17	24	20
Total number of HEAP benefits (regular/emergency/furnace)	4,907 (2017/2018)	4,901 (2018/2019)	4,813 (2019/2020)	4,800 (2021-2022)	4,683 (as of 4/12/23)
Average number of days from HEAP app to determination	21	15	27	30	21
# of Low-Income Daycare cases (monthly avg.)	100	101	71	60	78



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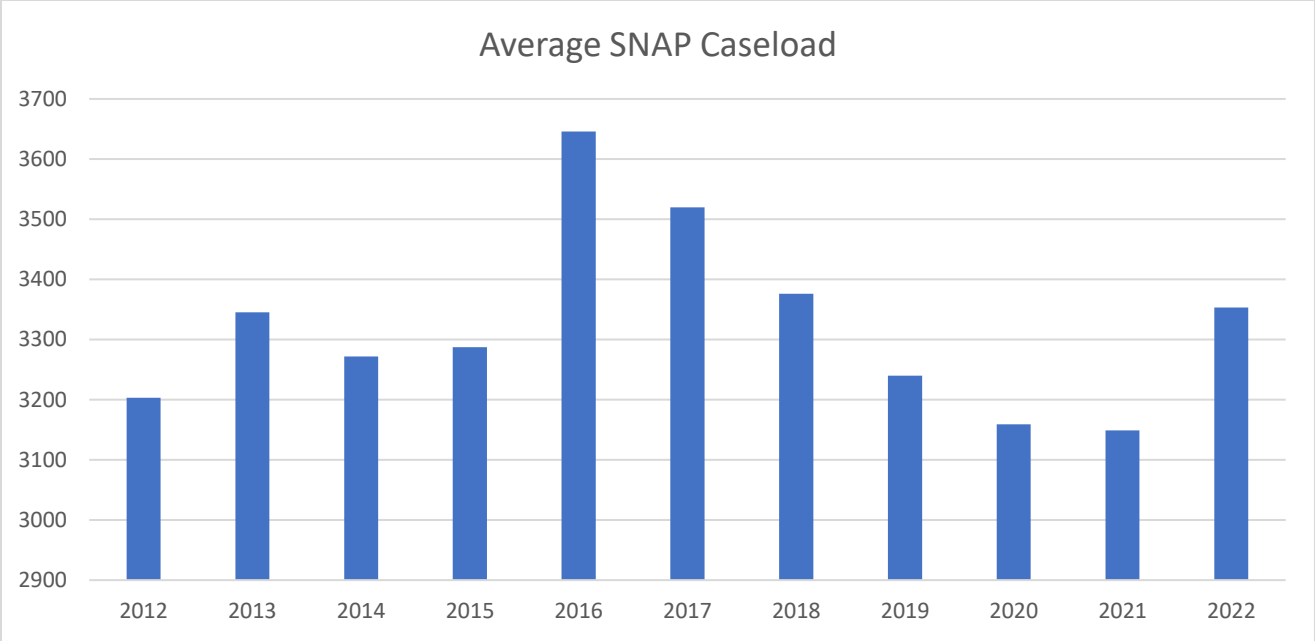

SNAP, HEAP, and most Medicaid payments on behalf of recipients are paid outside of our county budget but represent significant federal and state spending. During the pandemic, the State authorized increased SNAP benefits to households.

Expenditures	2020	2021	2022
SNAP benefits authorized	$11,329,129	$15,751,602	$18,877,344
HEAP benefits paid by OSC (FFY)	$2,025,799	$1,990,955	$3,470,467
HEAP benefits paid locally	$20,270	$47,721	$6,227
Medicaid paid locally (MMIS Account)	$9,099,414	$8,303,056	$8,505,700
Total Medicaid for Cortland Residents	$110,058,617	$108,136,708	$115,025,542

CHILD SUPPORT SERVICES

Description:

Child Support Services include the establishment of paternity, obtainment and enforcement of support orders, and the disbursement of funds. There are two types of cases. The largest type is Child Support Services (CSS) cases. These are private cases that are sought by one parent from another. Anyone in the County can receive assistance from the department in filing for paternity, support, or enforcement of an existing order. The other type of case is called Department of Social Services (DSS) cases. These are ones initiated by the department when money is owed for reimbursement of

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cash assistance or foster care placement. They can be considered either open or closed cases. Closed cases are those that have arrears owed to the department and a percentage of money might go to the department towards arrears while the rest goes to a custodial parent.

Annual Update:

The amount of money collected and distributed is as follows:

Collections	2020	2021	2022
Reimbursement to DSS	$485,594	$369,414	$232,266
Distributed to a Custodian	$4,519,853	$4,302,078	$3,685,729

There are performance measures monitored by the NYS Office of Temporary and Disability Assistance (OTDA). These measures are a percentage of the amount possible based on our active caseload each year.

Measures	2020	2021	2022
Paternity Established	98.37%	98.44%	97.79%
Support Established	96.04%	96.66%	95.05%
Support Collected	78.46%	79.02%	72.50%
Active Caseload (monthly average)	3,047	2,833	2,728

Our Child Support Investigators file petitions for CSS and DSS cases and our Child Support Attorney represents us on the DSS petition cases in court.

Petitions	2020	2021	2022
Total Petitions	733	618	722
DSS Petitions	321	265	385
CSS Petitions	412	353	337
Paternity Petitions	21	17	25
Support Petitions	224	208	275
Violation Petitions	133	124	179
Modification Petitions	272	216	184
Genetic Petitions	5	1	8
Uniform Interstate Family Support Act Petitions	78	52	48

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Services Division

PREVENTIVE and FOSTER CARE

Description and Annual Updates:

Preventive services are provided on a voluntary or court ordered basis to work with families to identify needs and implement service plans. This is done by providing case management with contacts at least twice a month. The services provided meet mandated preventive services regulations in that families must have a child at risk of out of home placement for a specific documented reason. Most of these services are provided by department caseworkers. We have a contract with Probation whereby two Sr. Probation Officers provide preventive services case management to families eligible through the Planning, Assessment, Skills, Support (PASS) Program (formerly known as Persons in Need of Supervision (PINS) program). PASS works with targeted youth ages 10-18 years that are identified in accordance with the current PINS statute, and other youths who have challenging behaviors.

Ave. per Month	2020	2021	2022
Number of open Preventive cases/month	86	85	89
Number of PINS Preventive cases/month (Probation)	22	27	28
Number of cases court ordered	32	26	35

We continued our contract with Cortland County Mental Health (CCMH) to provide masters level social work and in-home support to youths and families involved with juvenile justice. We also continued our contract with Elmcrest Children's Services for parent education (parent aide) services and family support with visitation services. It is designed to protect children, reduce trauma, engage families, and provide a discharge/permanency plan that can be achieved in the shortest amount of time possible. The program is rooted in safety and security for the children, while recognizing that foster care should be as temporary as possible on the path to permanency, and families should always be supported in staying together whenever possible.

During 2022, we continued to spend time implementing our plans and services to comply with the federal Families First law. This law will eventually provide increased federal money for certain approved out of home placement prevention programs for cases meeting rigorous eligibility requirements. We continued to benefit from a grant funded consultant early in 2022 who helped us assess our service needs, qualifying cases, and program development opportunities.

Monthly Ave Cases Serviced	2020	2021	2022
CCMH (monthly average)	16	13	14
Elmcrest Parent Education Program (monthly average)	36	30	32

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Elmcrest Family Support Placement cases (monthly average)	9	8	11
Total Visitation hours provided by Elmcrest in year	2,792	2,422	2,801

Children who need to be placed out of their homes due to unsafe parent or child behaviors can be placed in DSS custody (foster care) unless there is another parent or relative with whom they can be placed. Reunification efforts need to be made with parents in most instances regardless of who a child is placed with. In the past several years, we have seen more children placed with relatives on an emergency basis. We have also seen more relative placements convert to foster care placements. The federal and state governments continue to mandate relative foster care through the Families First law changes. To help with the recruitment and certification of new local and relative foster homes, we continued our home finding contract with Hillside Children's Services

Monthly or Annual stats	2020	2021	2022
Children in foster care (monthly)	71	71	80
Children entering foster care (DSS custody) in year	59	39	72
- Child Protective Entries	41	21	38
- PINS/Voluntary Entries	2	11	5
- Relative Placements moved to foster care	16	7	29
Children with a relative/other parent (monthly average)	28	41	48
Children entering relative placement in first instance (annual)	24	22	28
Emergency foster care and relative removals total (annual)	65	43	66

Children placed in foster care must be placed in the least restrictive level of care. When the needs of children are too challenging to be met in family homes, children are placed in therapeutic foster homes, group homes or residential centers that are operated by private agencies. Youths can be placed in non-secure or secure detention by the Juvenile Justice System either in DSS or their parent's custody. In 2021, there was a significant law change in that Persons In Need of Supervision (PINS) youths can no longer be placed in non-secure detention, and if they are placed in foster care there is no reimbursement for any of the costs. We continue to struggle to find emergency respite care for youths exhibiting PINS- type behaviors or parent/child disputes that cannot be resolved in the home. Many times, these youths are placed into our local foster homes and require constant caseworker support due to unmanageable behaviors and placement disruptions.

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Monthly or Annual stats	2020	2021	2022
Number of children in foster homes (monthly average)	60	60	73
Number of children in higher levels of care (monthly average)	11	9	7
Number of children and bed days in non-secure detention (annual)	0	0	0
Number of children and bed days in secure detention (annual)	0	1 child/61 days	0
Raise the Age Placements	1	0	0
OCFS Custody Placements	0	0	1

The amount paid in foster care costs can vary drastically from year to year based on the number of children in care and the numbers in costly higher levels of care.

Our foster care and adoption rates were increased by state mandate in July 2022 to a level halfway between our previous rate and the state's Maximum State Aid Rate (MSAR), which was significantly increased. This resulted in an increase anywhere between 24% and 58% of the daily rate depending on the level of care determined for each child placed in a foster home or receiving an adoption subsidy. The following information outlines average cost rates based on types of placements.

Higher levels of care average rates:

- Therapeutic Foster Homes - $52,521/year
- Group Homes - $44,000/year
- Residential Treatment Centers - $270,872/year

County foster home rates:

- 0-3 yrs. old - $8,829 - $24,575/year
- 4-5 yrs. old - $8,475 - $24,225/year
- 6-11 yrs. old - $10,191 - $24,291/year
- 12-21 yrs. old - $11,016 - $24,557/year

The charts below demonstrate what the financial impact is of higher levels of placement for children who cannot be safely cared for in our local county family foster homes. In 2022, 9% of our foster care placements that are in higher levels of care accounted for 67% of our total foster care costs as indicated in the charts below.

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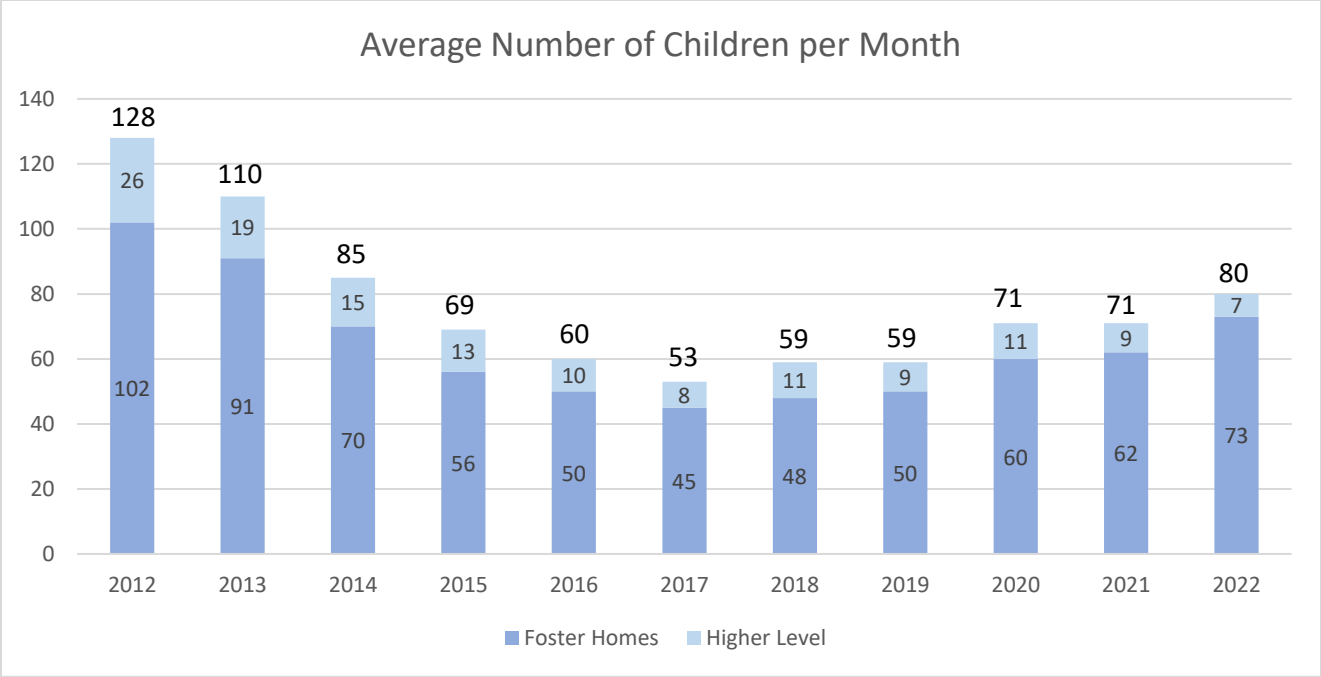

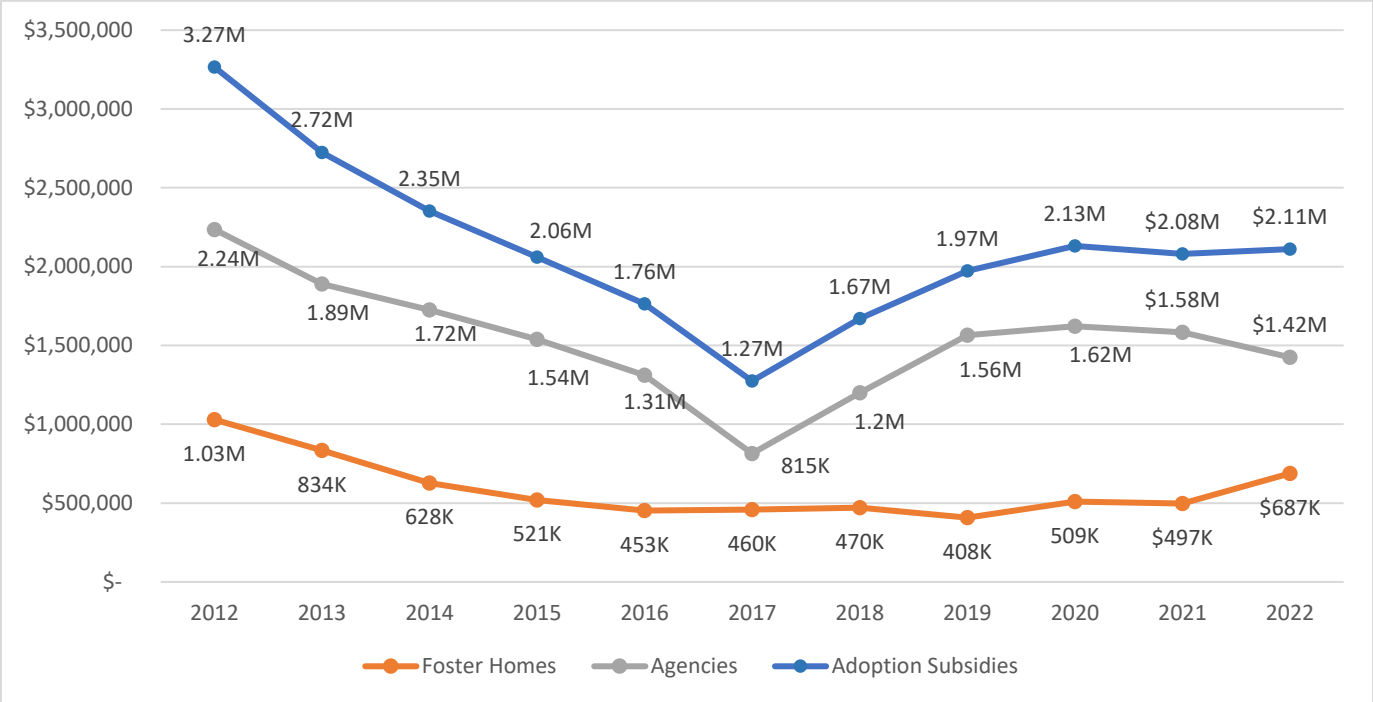

The federal Families First law provides reduced funding for children who are placed in Residential Treatment Center levels of care. The costs above will be difficult to lower because the children in the highest cost programs are only those who cannot be maintained in lower-level community foster homes. Many of these children would have been served in state operated programs for those with severe mental health needs or developmental disabilities in years past, but the State has closed and downsized those programs thereby forcing children into the foster care system when residential care is needed. In addition to the foster care system being overloaded with children who need specialized placements, the Families First Law reduced the reimbursed we receive for these placements.

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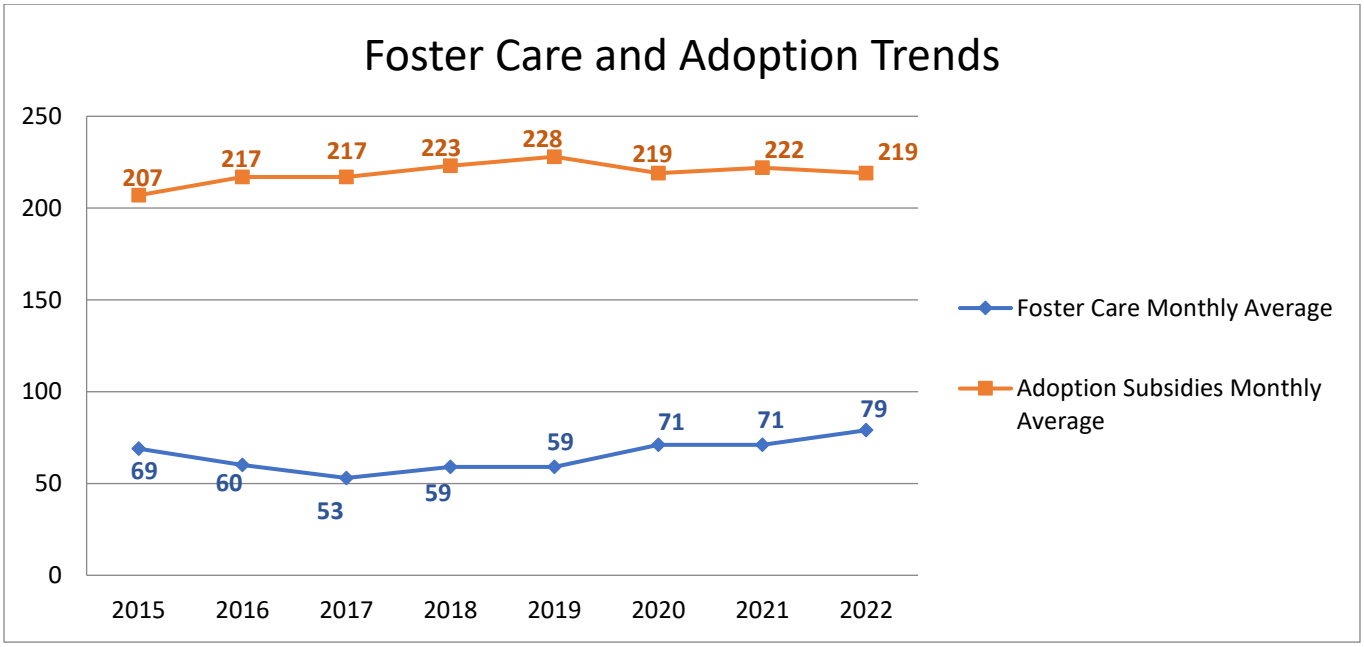
Whenever children are placed in DSS custody, efforts must be made to reunify them with their parents or other family members. If they cannot be reunified, efforts must be made to achieve another permanency option as soon as possible and after no longer than 15 months in foster care. This can be achieved through the termination or surrender of parental rights and adoption, or through a permanent custody or guardianship arrangement with another related adult. When children are freed for adoption, the assigned caseworker facilitates the completion of adoption paperwork with the adoptive parents, their attorneys, and the Surrogate Court.

Annual stats	2020	2021	2022
Children Leaving Foster Care	29	50	47
Permanency Reports filed for children in out of home placement	169	186	224
Extension of Placement petitions (JD and PINS youths)	0	0	0
Termination of Parental Rights petitions	6	13	6
Surrenders accepted from parents	30	10	25
Children reunited with parent	3	9	17
Children placed permanently/released with another parent or relative	1	14	4
Children adopted	9	16	5
Children Aged Out to Independence	1	1	1
Adoption subsidies (annual cost)	$1,917,371	$1,968,938	$2,450,000



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CHILD PROTECTIVE SERVICES (CPS)

Description

CPS reports are received locally from the State Central Registry (SCR) through the Connections computer system. The Department is required to assess the safety of all children in the household within 24 hours, which typically requires a face-to-face contact and assessment of the home. This service needs to be provided 24 hours a day, 365 days a year, which necessitates on-call staffing. The Department has 60 days to complete an investigation. If there is some credible evidence found to support the allegations of the report, then it is indicated. An indicated report will stay on file in the system until the youngest child in the household is 28 years of age. If there is no credible evidence to support the allegations in a report, then the report is designated unfounded, sealed, and retained for 10 years. The Department must assess risk and safety of all children named in a report and provide the least intrusive intervention, when necessary. This could include referrals to community services, opening a preventive services case voluntarily, or court intervention that could order services and/or removal of children from their homes. The Child Advocacy Center is used by any caseworker assigned to investigate a case requiring the Multi-Disciplinary Team (MDT) joint investigation of potential abuse.

Annual Update

Cortland County has a history of being one of the highest counties for CPS reports per 1,000 children. In 2019, we were the second highest in the state at 95.8/1,000 children. In 2020, we were ranked 7th at 78.1/1,000 and 2021, we were ranked 6th at 85.8/1,000. Due to the high number of reports and an on-going challenge with caseworker vacancies and leaves of absence, our workers received many more reports than recommended. The State recommended number of new reports assigned to a worker each month is 6, with no more than 15 cases open at any given time. Caseloads for our workers exceeded that during all of 2022. We never achieve full staff capacity because the training takes 3-4 months, and not all new workers can successfully do the job, therefore, some attrition is expected.

	2020	**2021**	**2022**
Total CPS Reports (annual)	1,017	1,099	1,130
Consolidated Subsequent Reports of total (annual)	134	166	179
Reports involving substance abuse	291	295	260
Overdue Reports (monthly average)	37%	31%	32%
Percentage of workers with more than 15 open reports each month	14%	56%	37%
New reports per worker (monthly average)	9	10	10

We have utilized a part-time on-site Behavioral Health Specialist to work with our caseworkers for all of 2022. This support has been instrumental in helping us offer substance abuse and mental health screening and service linkages to adults in their homes when we are trying to work with parents to reduce risk to children. Court intervention is always a last resort after referrals to community services and voluntary preventive services are ruled out, and children would be at high risk of harm

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without caretakers being under a court order. There are three main outcomes from neglect and abuse petitions. They are court ordered preventive services with or without orders of protection against an adult on behalf of children, placement of children in foster care, and placement of children with another parent or relative.

Annual Petition Totals	2020	2021	2022
New Petitions for Services	9	14	19
New Petitions for Out of Home Placement (foster care or relative)	42	47	48

COORDINATED CHILDREN'S SERVICES INITIATIVE (CCSI)

Description

The Coordinated Children's Services Initiative (CCSI) is intended to be a six to eight-month process of assessment, wraparound meetings, and evaluation that is used to help assist families and their youths in overcoming multiple system needs and to prevent out of home placements. A parent partner is assigned and available to work alongside a family 24/7 to help them address immediate needs, offer support, provide a family voice, identify family strengths and concerns, and to help them navigate the various services available. Wraparound meetings are arranged for each family to include all service providers and natural family supports. The participants of the wraparound meeting review needs and strengths of the family. A services plan is devised based upon those findings, and roles and responsibilities are outlined in the plan. Follow up wraparound meetings are scheduled as needed throughout the time the case is open.

Annual Updates

CCSI services were implemented in 2011 and have existed in partnership with Catholic Charities for contract parent partners since that time. The program served 40 families in 2022. There were only 45 family wraparound meetings in 2022. Tremendous success has been found with this program as evidenced by the following data.

Outcomes	2020	2021	2022
Out of home placements diverted	22	16	11
Number of youths placed out of home	3	4	3
Successfully Discharged	27	16	11

An important component of the CCSI program is the monthly community partner meetings, called Systems of Care, that focus on collaboration and addressing service gaps. In 2022, this group worked on the following priority goals:

1. The group is working to streamline the complex care meetings that have become a more frequent occurrence in our community, as the needs of youths are changing post-pandemic. The increase in

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

complex care meetings also comes from a shift in the delivery of juvenile justice responses to a more community-centered and less punitive response for our youth. Complex care meetings are intended to be a community collaborative approach to address potential unmet needs of youths with cross system's needs. In streamlining the meetings, the group is working to ensure every agency working with a youth is present, and every potential agency or system that could assist the family and youth also be present to contribute their assistance.

2. The group is tracking who attends the monthly meetings, and what their role is within the community agency they represent. The goal is to ensure there is equal representation from all community stakeholders, and to ensure the information shared is equally accessible within agencies, schools, and facilities, from administration to the professionals working directly with the youths and families.

ADULT PROTECTIVE SERVICES AND LONG-TERM CARE

Description

Reports for Adult Protective Service (APS) are received and accepted locally based on three criteria: reduced capacity for self-care, risk of harm/unmet essential needs, and no one else willing and able to assist. Cases are investigated for up to 60 days at which time they are closed or open for on-going monthly contacts. There are limited court interventions that can be taken in serious high-risk situations where an adult is in imminent danger and is unwilling or unable to accept essential services and competency is in question. These actions include court orders that grant DSS access to a home with law enforcement, orders to have an individual involuntarily taken for a medical evaluation, and orders that appoint a guardian for an adult's personal or property decisions. Additionally, APS works with individuals on a day-to-day basis to manage money and resolve situations such as homelessness and utility shut offs. They also assess and authorize various in-home Medicaid service supports for those with medical needs.

Annual Update

There continues to be a decline in the number of Adult Protective referrals received annually. Since 2020, the decline was 15%. In 2022, 64% of referrals became investigations. Just over half of the new referrals were cases of self-neglect meaning adults neglecting their basic needs and having untreated medical conditions. Of the cases involving neglect by others, financial exploitation continues to be the most common form of neglect. To help us better investigate and assist with financial exploitation situations, we continued to participate in an enhanced multi-disciplinary team (E-MDT) under the leadership of the non-profit Life Span funded by the NYS Office for Aging. Two financial exploitation cases were referred to the E-MDT in 2022.

Community collaboration continues to be the most effective strategy for serving adults with complex needs. Regular monthly meetings with the local hospital, County Mental Health Clinic, Office for Aging, Access to Independence and others provide a platform to strategize how to best meet the needs of the most difficult to serve individuals.

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

Statistics	2020	2021	2022
Adult Protective Referrals (annual)	175	149	144
Adult Protective Investigations (annual)	125	116	92
On-going Protective Cases (monthly average)	4	4	9
Number of Court Interventions involving DSS (annual)	3	2	0
Guardianship cases in year	2	1	1

Adult Services work includes financial management services for clients who cannot manage their own finances. The Social Security Administration appoints our department as representative payee when an individual has no one else willing and able to do so. Caseworkers assist clients in becoming more financially independent when appropriate. This unit also provides homeless, utility shut-off, domestic violence, and general intake assessments.

Statistics	2020	2021	2022
Number of Financial Management Cases (mos. ave.)	187	199	192
Number homeless assessments (annual)	272	323	461
Number domestic violence waiver assessments	44	31	28
Utility shut offs addressed	2	2	1
Under 21 Referrals TA applicants	50	36	39

Long term care services involve various types of Medicaid funded in-home aide and supportive services that are authorized after a doctor verifies a need, and a caseworker and nurse assess the person's level of need for services. There are many complicated ways individuals qualify for these services involving both fee-for-service and managed care systems. The State Department of Health (DOH) created the New York Independent Assessor (NYIA) program. This program was established to conduct the Community Health Assessment (CHA) to determine eligibility for Community Based Long Term Support Services (CBLTSS) and Medicaid Long Term Care (MLTC) Plan enrollment options for Medicaid consumers. The Department's responsibility for all CBLTSS cases beginning in 2022 will be to develop the individual's plan of care, which may include additional outreach to the individual including an in-home visit.

Average Cases per Month	2020	2021	2022
Number of Long-Term Care Cases	43	39	37
Number of Consumer Directed Cases	35	35	34
Number of PERS (personal response devices)	15	14	13

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

FISCAL REPORT for 2022

EXPENDITURE ACCOUNT DESCRIPTIONS

Administration: Salaries, Fringe Benefits, Equipment, Contractual

Daycare: This category reflects subsidies for families eligible for low-income daycare, families in receipt of public assistance and families transitioning off public assistance.

Services for Recipients: This category reflects services purchased for recipients of child protective services, foster care, mandated preventive services, domestic violence services, and adult protective services.

Medical Assistance: This category reflects any Medicaid related costs paid directly by our Department such as health insurance premiums paid on behalf of eligible Medicaid recipients.

MMIS: This stands for the Medicaid Management and Information System. Expenditures from this category are billed to us by the State and cover the various community services billable to Medicaid as defined by the State. Only the local share of Medicaid is reflected in this account. Beginning in 2006, expenditures from this category were capped at set weekly rates to cover the total local Medicaid costs for this MMIS account and the Medical Assistance account. The cap amount increased by approximately 3% each year until 2013 when the methodology changed, and the increase was only 2%. In 2014, the increase was 1% and thereafter the increase is 0% from year to year. However, the weekly share amounts are now being reduced due to enhanced federal funding for certain single adult populations related to the Affordable Care Act provisions and due to enhanced federal pandemic money.

Family Assistance: This category reflects any expenditure made for families who are eligible for Family Assistance cash benefits including emergency benefits and employment services. It also reflects any expenditure made for families in receipt of mandated preventive services and/or foster care services that meet eligibility criteria for EAF (Emergency Aid to Families).

Child Care: This category reflects any expenditure made for children in foster care who qualify for federal Title IVE funding, and for those children who are placed due to neglect or a voluntary instrument who do not qualify for any federal Title IVE or EAF funding. The costs for all children receiving an adoption subsidy are included in this account. Also, in this category, are the room and board costs for any children placed in a residential facility by school districts through the CSE (Committee on Special Education) and the tuition costs of children placed in the Office of Mental Health Residential Treatment facilities.

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

Juvenile Delinquent: This category reflects any expenditure made for children in foster care who are adjudicated a PINS or JD and who are not eligible for federal Title IVE or EAF funding. This category also contains the expenditures made for any child placed in a detention facility.

State Training: This category reflects only the local share of costs for children placed in the custody of the New York State Office of Children and Family Services and placed at state operated facilities. These are children who have been adjudicated with serious JD offenses.

Safety Net: This category of cash assistance reflects any expenditure made for childless adults or families who have exhausted their 60-month time limit for Family Assistance who qualify for the state operated Safety Net cash assistance program. It includes emergency services for those who qualify.

HEAP: This is the Home Energy Assistance Program. It reflects any expenditure made for eligible applicants who qualify for a renter's benefit when heat is included in rent or who have vendors, such as wood vendors, that do not participate in the Office of State Comptroller vendor payment program.

Emergency Aid to Adults: This category of assistance reflects expenditures made for those SSI recipients who qualify for an emergency benefit such as a utility shut-off or eviction.

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

2022 REVENUE DISTRIBUTION

Federal Share	$7,426,076	26.9%
State Share	$3,552,605	12.9%
County Share	$15,488,280	56.2%
Local Revenue/Repayments	$1,101,402	4.0%
Total	**$27,568,363**	**100.0%**

2022 COSTS BY ACCOUNT

ADMINISTRATION		
Administrative Costs		$8,771,609
Special Allocations		
Non-Residential Domestic Violence		25,000
Behavioral Health		37,128
Rental Supplement Program		3,688
Code Blue		173,452
Total Grant Expenditures		$239,268
Total Administration		$9,010,877
PROGRAM ACCOUNTS		
Family Assistance		$2,384,531
Cash Assistance	$1,139,742	
Foster Care	$849,957	
Preventive Services	$394,832	
Safety Net		$2,037,143
Emergency Aid to Adults		$2,290
Juvenile Delinquent Care		$2,782
State Training Schools (OCFS)		$0
Child Care		$3,943,954
Foster Care	$1,266,117	
Adoption Subsidies	$2,449,732	
Raise the Age	$4,486	
CSE & RTF	$223,619	
Medical Assistance		$0
MMIS		$8,505,700
Services for Recipients		$1,059,716
Services for Recipients	$1,059,716	
Raise the Age	$0	
Home Energy Assistance Program		$6,227
Daycare		$615,143
Total Program		$18,557,486
TOTAL 2022 EXPENDITURES		**$27,568,363**

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

2022 Annual Report
Financial Review and Program Highlights

Summary of 2022 Budget

	2022 Budget	2022 Actual	Difference
Expenditures	$30,506,364	$27,568,363	($2,938,001)
Revenue	$14,908,144	$12,080,083	($2,828,061)
County Share	$15,598,220	$15,488,280	($109,940)

Summary of Expenditures

Administrative Accounts

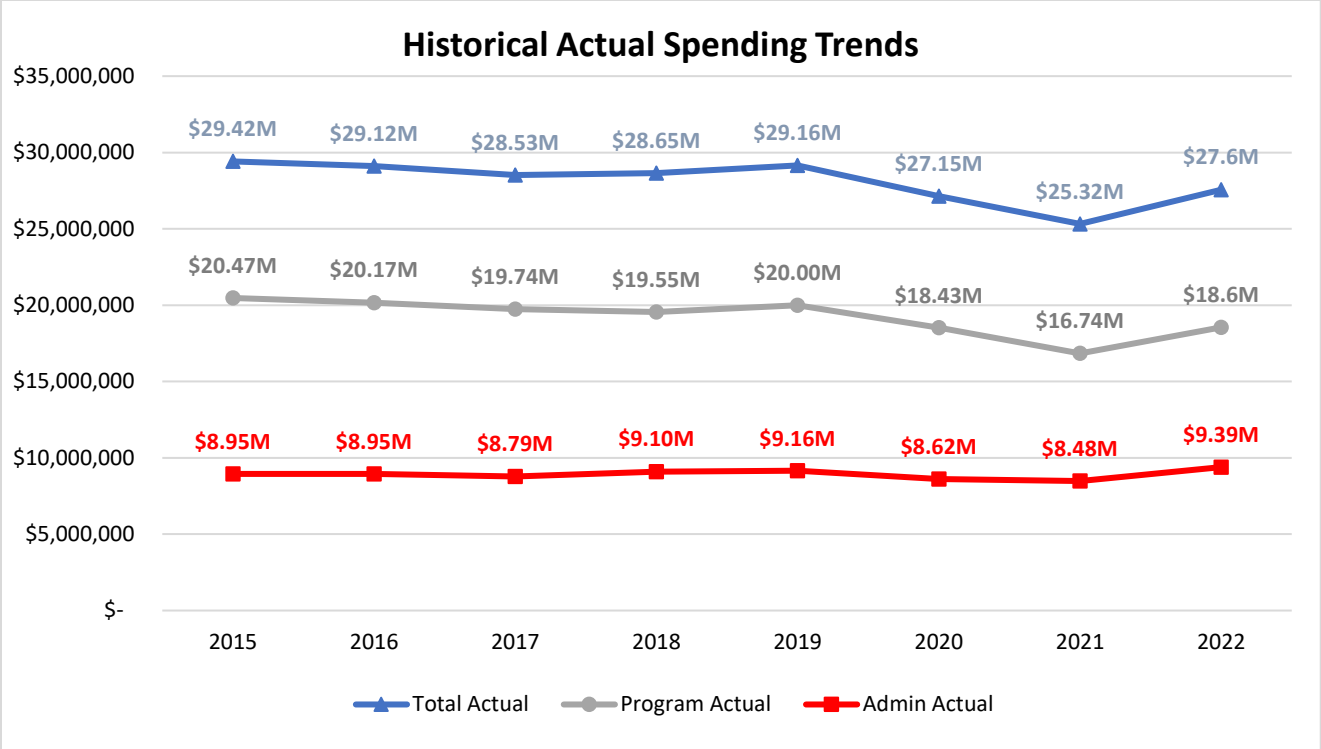
	Original Budget	Actual	Difference	Estimated Local Share	Significant Highlights
Salaries	$5,431,627	$5,357,646	($73,981)	$2,143,058 40%	• Management salaries increased • Regrading of some CSEA titles • 40-hour work week option for Caseworkers • CW 62% revenue reserved instead of recognized
Fringe	$2,496,630	$2,267,378	($229,252)	$906,951 40%	• Health Insurance costs were lower • Retirement & Workers Comp costs were higher
Equipment	$19,600	$30,237	$10,637	$10,281 34%	• New scanners purchased • 10 new computers purchased • 10 iPads purchased with ACL grant
Contractual	$1,278,706	$1,182,164	($96,542)	$438,247 37%	• Multiple contracts were underspent: Hillside, Drug/ Alcohol Screenings, DNA testing, Behavioral Health
Code Blue	$166,800	$173,452	$6,652	$0	• We continue to receive 100% reimbursement
Raise the Age	$792,000	$4,486	($787,514)	$0	• We only paid 9 months of tuition for one RtA youth

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

Program Accounts

	Original Budget	Actual	Difference	Estimated Local Share	Significant Highlights
Daycare	$652,000	$615,143	($36,857)	$109,890 18%	• Income levels raised • Parent fees decreased • Appropriation based on block grant plus rollover funds
Services for Recipients	$938,856	$1,059,716	$120,860	$746,660 70%	• Shift in case eligibility from EAF to this account • CW 62% revenue reserved instead of recognized
MMIS Medicaid	$9,340,088	$8,505,700	($834,388)	$8,505,700 100%	• This is all local share • Weekly shares were less than expected due to Covid related FMAP funding
Medical Assistance	$0	$0	($0)	($44,378) 0%	• Local share shows as negative due to recoveries that we receive and return to State/Federal
Family Assistance	$2,694,00 w/o RTA	$2,384,531	($309,469)	$278,091 12%	• Foster Care costs slowly shifting back to this account from Child Care • MSAR rates increased • Preventive costs shifted from this account to Services for Recipients • TA caseload was down; many fewer emergencies
Child Care	$4,380,376 w/o RTA	$3,939,468	($440,908)	$1,240,581 31%	• Foster care costs decreased for higher level care facilities • No RTF placements, decrease in CSE kids • Increase in MSAR rates
Juvenile Delinquent Care	$138,000 w/o RTA	$2,782	($135,218)	$114 Approx. 4%	• Transportation for secure detention placement • Part of low local share is revenue from 2021 expense received in 2022
State Training	$15,000	$0	($15,000)	$0 (100%)	• We had no kids placed in 2020
Safety Net	$2,097,682	$2,037,143	($60,539)	$1,206,450 60%	• Local share was reduced due to SSI Repayments • Caseload is rising • Temporary housing costs have doubled
HEAP	$30,000	$6,227	($23,773)	$10,902 0%	• No local share (Prior yr. rev makes up difference)
Emergency Aid to Adults	$35,000	$2,290	($32,710)	$1,908 83%	• SSI emergencies fluctuate every year

Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)



2022 Budget Summary Notes

- Expenditures were under budget in 2022 due to lower than anticipated Temporary Assistance, Medicaid, and institutional level child placements. However, they increased over 2021 due to increased salaries, administrative contractual costs, daycare, preventive services, foster care and adoption rates, and Temporary Assistance costs.

- Expenditures have not been our biggest budget challenge over the years. Reductions in revenue for mandated programs have been our challenge.

- Declining revenues have increased our county share in recent years.

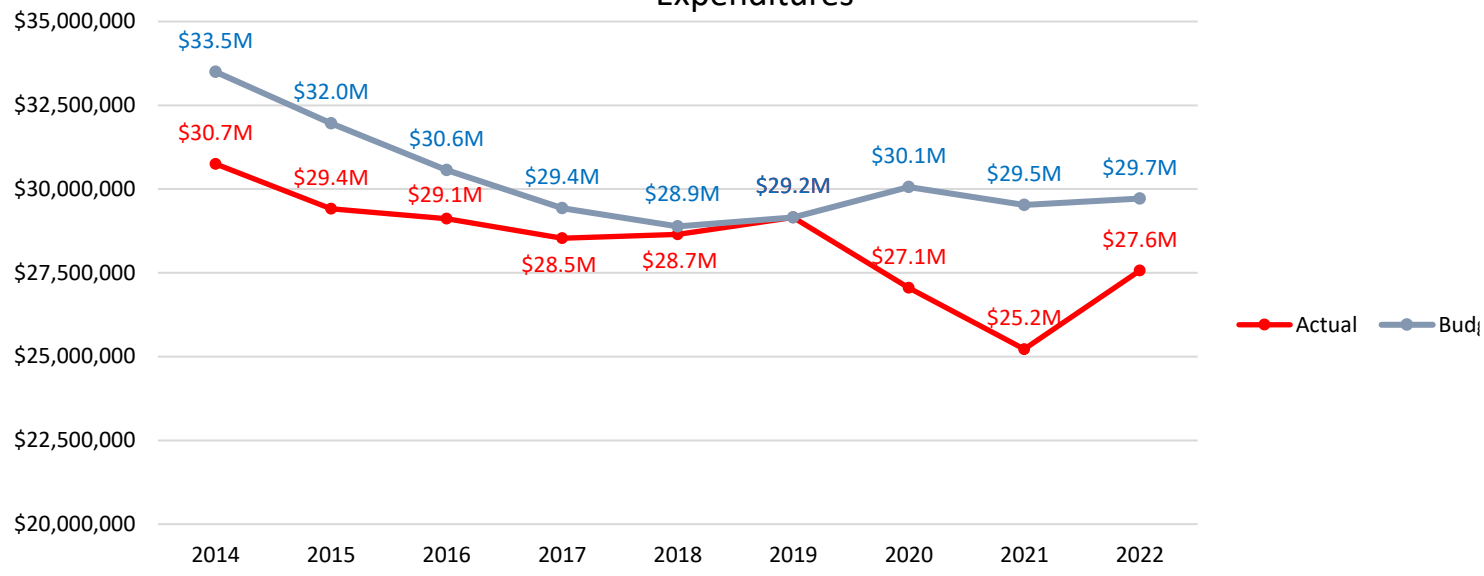
    - Much of the actual revenue difference to budgeted amount in 2022 was due to decreased spending because when we do not spend, we do not draw down certain open-ended matching state and federal revenue streams.

    - We changed how we recognize child welfare revenue that is advanced to us and then reconciled a year or more later. This money is being placed in a deferred revenue account rather than being recognized as cash when it is received. This allows us to recognize it after the State confirms final amounts owed to us. Due to underspending and county share savings, we have been able to accumulate savings in this account that will help when expenditures increase in future years due to state policy shifts.

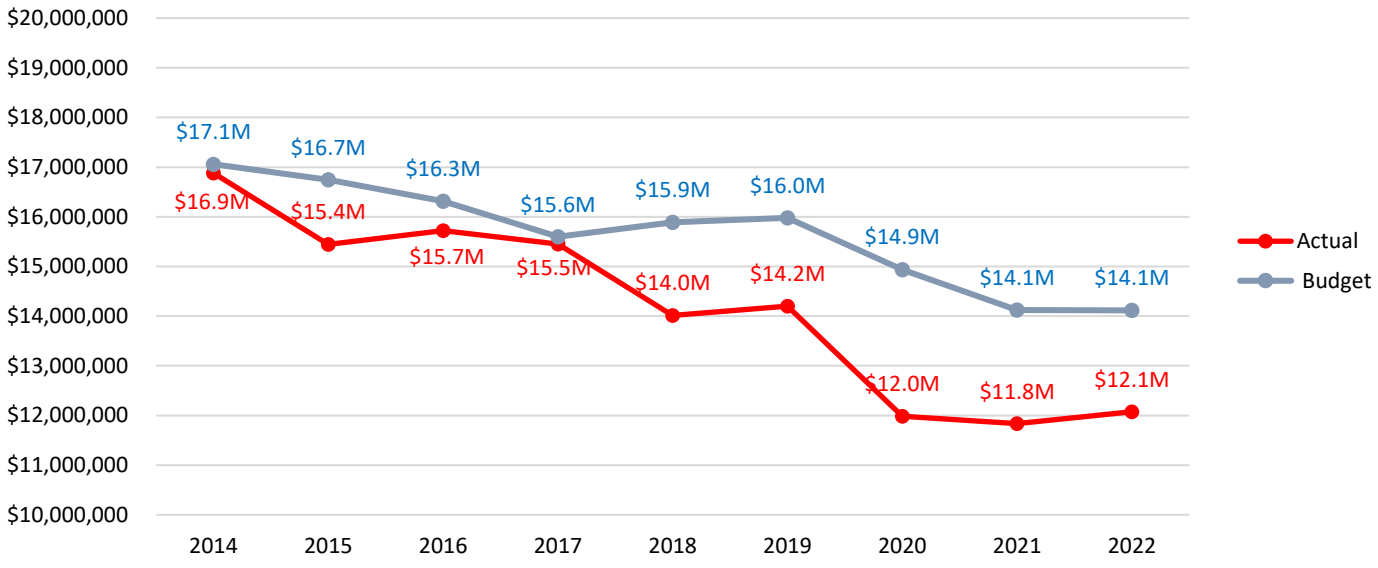
Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

Charts without Raise the Age costs

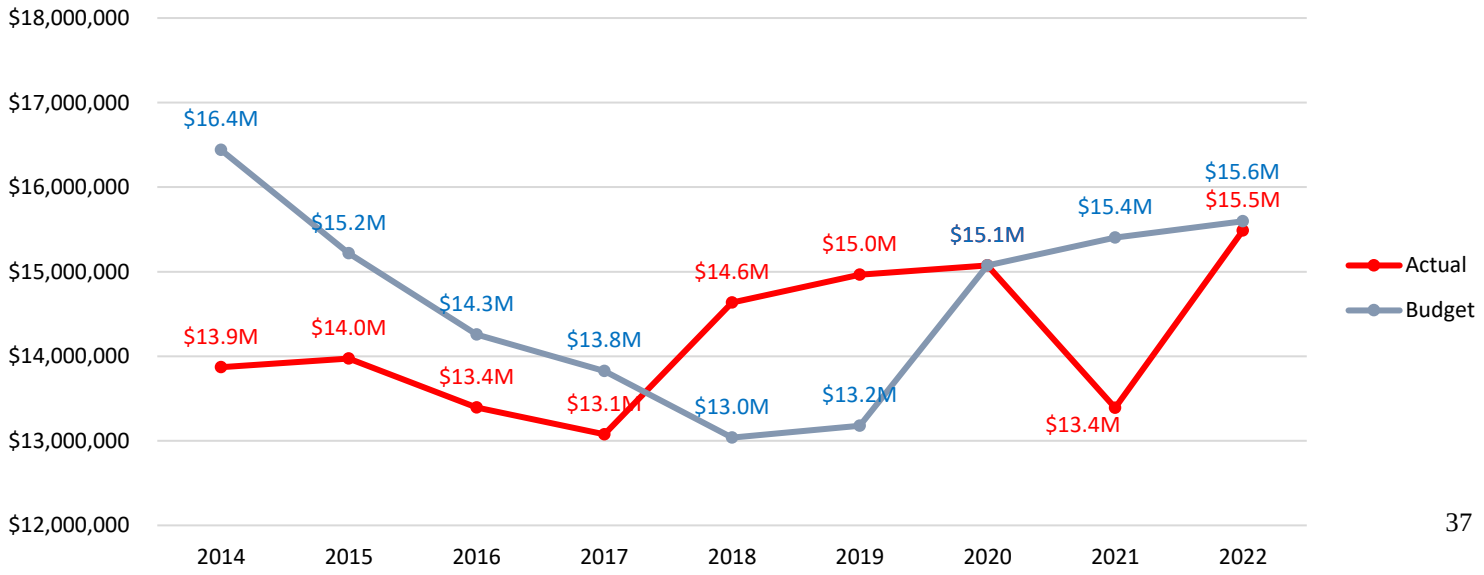
Expenditures



Revenues



County Share



Attachment: Department of Social Services Annual Report 2022 (11438 : 2022 Department of Social Services Annual Report)

ON MOTION OF **RESOLUTION NO.**

Receive & File Ketllebail Solar and Storage Project/Emeren Notification

Kettlebail Solar and Storage Project

Project Summary

Attachment: Kettlebail Solar Project Summary - Emeren (11440 : Receive & File Kettlebail

Project Summary

Address: 4 total parcels; Kettlebail Rd, Tully, NY 13160

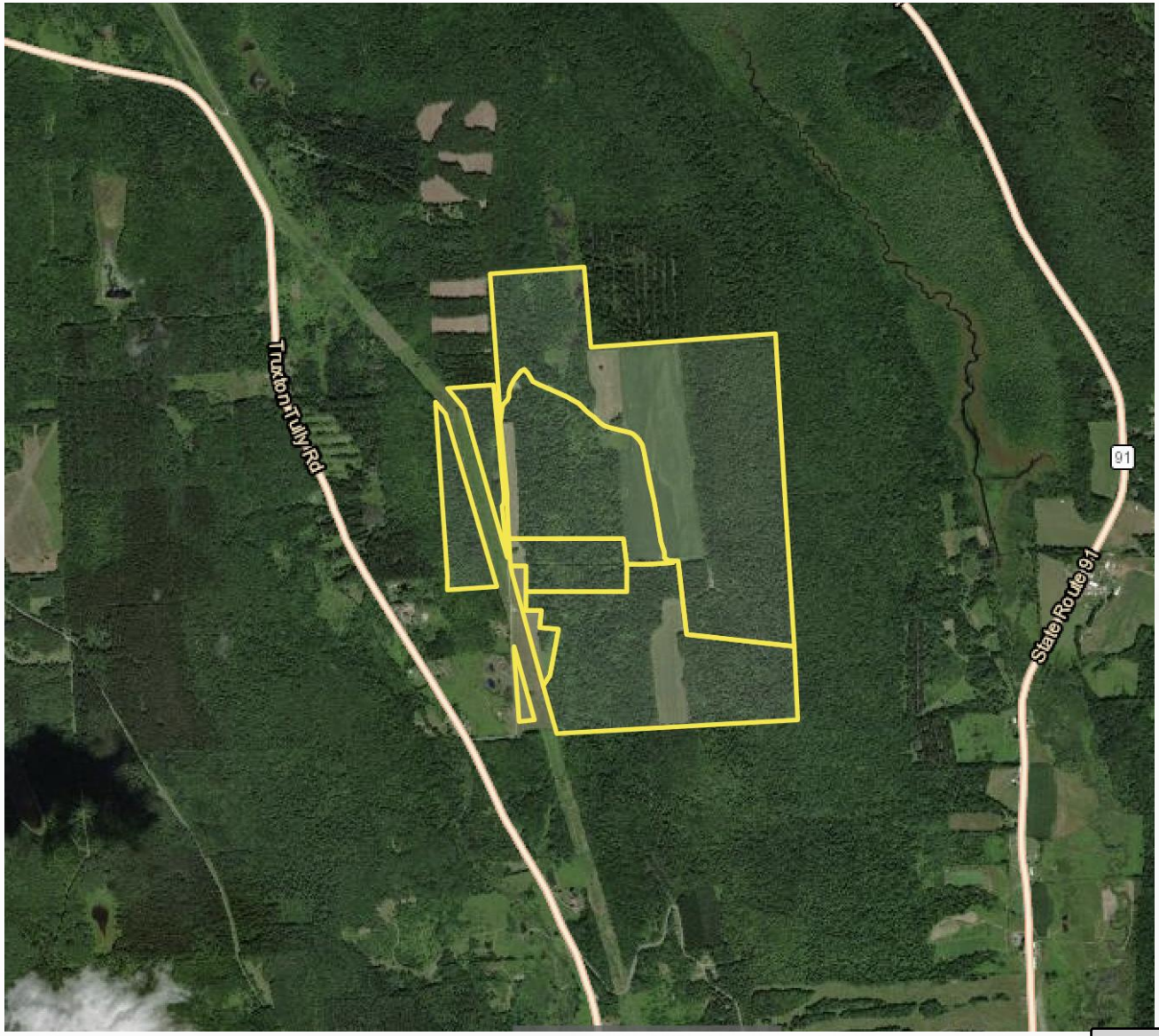
Site Coordinates: 42.762757, -76.049055

Landowners: Thomas Hartnett, Korrine L'Hommedieu, Tim & Carol Hartnett, Ed Hartnett, Kathy Hartnett, Dennis & Valerie Hartnett

Project Size: Solar TBD, Energy Storage System to be included

Property Acreage: 450.1 acres

Project Acreage: TBD



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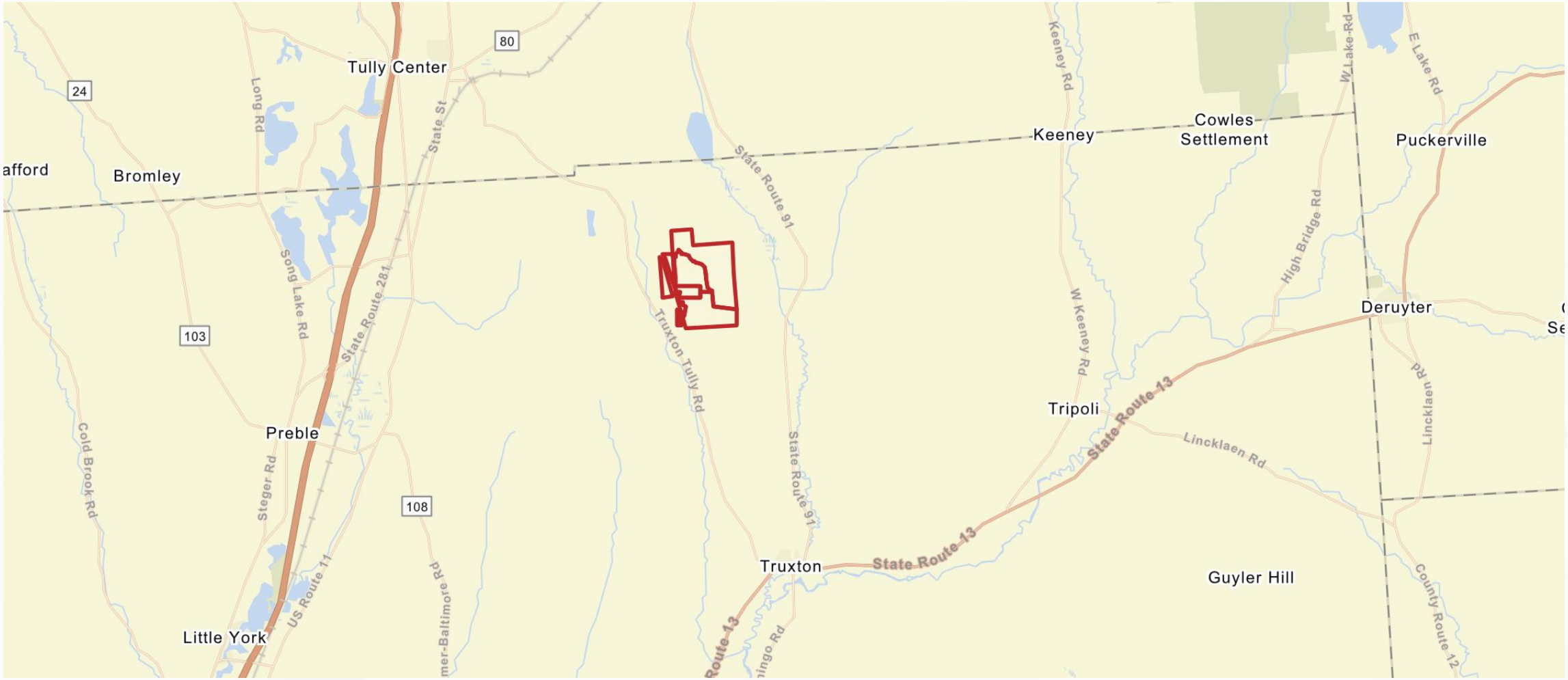
Attachment: Kettlebail Solar Project Summary - Emeren (11440 : Receive & File Kettlebail

Project Location



Attachment: Kettlebail Solar Project Summary - Emeren (11440 : Receive & File Kettlebail

CORTLAND COUNTY
REAL PROPERTY TAX SERVICES
60 CENTRAL AVENUE, ROOM 129
CORTLAND, NY 13045

Laura Fox
Director

Telephone: (607)753-5040

April 17, 2023

Emeren, US LLC
Attn: Ania Krutul, Associate Solar Project Developer
100 First Stamford Place, Suite 302
Stamford, CT 06902

To Whom It May Concern,

This is Cortland County's notice of the mandatory requirement for a PILOT Agreement pursuant to the terms of Cortland County Local Law 5 of 2020, adopted August 27, 2020. Please see attached.

If you have any questions please contact Cortland County Attorney Victoria Monty at 60 Central Avenue, Cortland, NY 13045 (607-753-5095) or Cortland County IDA Executive Director Garry L. VanGorder at 40 Main Street, Suite A, Cortland, NY 13045 (607-756-5005).

Sincerely,

Laura Fox

Laura Fox, Director
Cortland County Real Property Tax Services

enc.

cc: Victoria Monty, County Attorney
Kevin Fitch, Cortland County Legislature Chairman
Garry L. VanGorder, IDA Executive Director

Attachment: ltr_Emeren_20230417 (11440 : Receive & File Kettlebail Solar and Storage Project/Emeren Notification)

ON MOTION OF KEVIN FITCH **RESOLUTION NO. 60-23**

Local Law "D" of 2023 – a Local Law Redistricting the County of Cortland

WHEREAS, Local Law 2 of 1972 - A Local Law Reapportioning the County of Cortland, established the legislative form of government and the legislative districts for the County of Cortland, AND

WHEREAS, pursuant to Section 206 of Local Law No. 2 of 1972, the Cortland County Legislature shall appoint a commission to evaluate the existing County legislative districts for equity and representation in relation to population, AND

WHEREAS, the Chairman of the Legislature formed the Redistricting Commission and a citizen's advisory committee to prepare a Local Law for presentation to the Cortland County Legislature, AND

WHEREAS, the Redistricting Commission recommends Local Law "D" of 2023 be presented to the full legislature, AND

WHEREAS, the Cortland County legislative election districts, as established in 2012 by Local Law 6 of 2012, are required to be modified to meet legislative district population requirements, AND

WHEREAS, the United States Census Bureau has established Census Blocks utilized in the 2020 Federal Census, AND

WHEREAS, the census tract numbers have been incorporated in setting the boundaries for the Cortland County legislative districts, AND

WHEREAS, Local Law "D" for the Year 2023 - a Local Law Redistricting the County of Cortland has been in its final form upon the desks of the members of the Legislature at least seven calendar days prior to this date, AND

WHEREAS, a Public Hearing for Local Law "D" of 2023, was held March 23, 2023, before this Legislature, following the publication of notice thereof required by law, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby directs the Board of Elections to make the necessary modifications to the election districts established in 2012 as described in Article 2, AND BE IT FURTHER

RESOLVED, that Local Law "D" for 2023 be adopted and enacted as follows:

Local Law "D" of 2023 - A Local Law Redistricting the County of Cortland

CONTENTS

Article 1. Purpose
Article 2. Reapportionment of districts
Article 3. Effect on Local Laws and Resolutions
Article 4. Effective date

ARTICLE 1.

This Local Law sets forth revised Legislative districts which have been developed based upon the 2020 federal census with the conformity of the "one person-one vote" concept as its objective.

ARTICLE 2.

Reapportionment of Districts: For the purpose of electing legislators, Cortland County will be divided into fifteen (15) legislative districts the population of which shall be based on the Two Thousand Twenty (2020) federal census. The territorial boundaries and population of these districts are as follows:

Districts: With the passage of this Local Law the districts from which legislators in Cortland County will be elected effective with the November 2023 Election and their respective populations are as follows:

LEGISLATIVE DISTRICT NO. 1

City of Cortland (Census Blocks 360239707001000, 360239707001001, 360239707001002, 360239707001003, 360239707001004, 360239707002000, 360239707002001, 360239707002002, 360239707002003, 360239707002004, 360239707002005, 360239707002006, 360239707002007, 360239707002008, 360239707002009, 360239707002010, 360239707002011, 360239707002012, 360239707002013, 360239707002014, 360239707002015, 360239707002016, 360239707002017, 360239707002018, 360239707002019, 360239707002020, 360239707003000, 360239707003001, 360239707003002, 360239707003003, 360239707003004, 360239707003005, 360239707003006, 360239707003007, 360239707003008, 360239707003009, 360239707004000, 360239707004001, 360239707004002, 360239707004003, 360239707004004, 360239707004005, 360239707004006, 360239707004007, 360239707004008, 360239707004009, 360239707004010, 360239707004011, 360239707004012, 360239707004013)

Population: 3,052

LEGISLATIVE DISTRICT NO. 2

City of Cortland (Census Blocks 360239706002000, 360239706002001, 360239706002002, 360239706002003, 360239706002004, 360239706002005, 360239706002006, 360239706002007, 360239706002008, 360239706003001, 360239706003002, 360239706003003, 360239706003004, 360239706003005, 360239706003006, 360239706003007, 360239706003008, 360239707005000, 360239707005001, 360239707005002, 360239707005003, 360239707005004, 360239707005005, 360239707005006, 360239707005007, 360239707005008, 360239707005009, 360239707005010, 360239708001005, 360239708001006, 360239709003000, 360239709003001, 360239709003002, 360239709003003, 360239709003004, 360239709003007, 360239709003008, 360239709003009, 360239709003010)

Population: 3,157

LEGISLATIVE DISTRICT NO. 3

City of Cortland (Census Blocks 360239707001005, 360239707001006, 360239707001007, 360239707001008, 360239708001000, 360239708001001, 360239708001002, 360239708001003, 360239708001004, 360239708001007, 360239708001008, 360239708001009, 360239708001010, 360239708001011, 360239709003005, 360239709003006, 360239709004001, 360239709004002, 360239709004003, 360239709004004, 360239709004005, 360239709004011, 360239709004015)

Population: 3,042

LEGISLATIVE DISTRICT NO. 4

City of Cortland (Census Blocks 360239709001009, 360239709001010, 360239709001011, 360239709001012, 360239709002000, 360239709002001, 360239709002002, 360239709002003, 360239709002004, 360239709002005, 360239709002006, 360239709002007, 360239709002008, 360239709002009, 360239709002010, 360239709004000, 360239709004006, 360239709004007, 360239709004008, 360239709004009, 360239709004010, 360239709004012, 360239709004013, 360239709004014, 360239709004016, 360239709004017, 360239709004018)
Town of Cortlandville (Census Blocks 360239710004000, 360239710004001, 360239710004002, 360239710004003, 360239710004004, 360239710004005, 360239710004006, 360239710004023, 360239710005000, 360239710005001, 360239710005002)

Population: 3,176

LEGISLATIVE DISTRICT NO. 5

City of Cortland (Census Blocks 360239705001000, 360239705001001, 360239705001002, 360239705001003, 360239705001004, 360239705001005, 360239705001006, 360239705001007, 360239705001008, 360239705001009, 360239705001010, 360239705001011, 360239705001012, 360239705001013, 360239705001014, 360239705001015, 360239705001016, 360239705004000, 360239706001000, 360239706001001, 360239706001005, 360239706001006, 360239706001007, 360239706001008, 360239706001009, 360239706001010, 360239706001011, 360239706001012, 360239706003000, 360239709001000, 360239709001001, 360239709001002, 360239709001003, 360239709001004, 360239709001005, 360239709001006, 360239709001007, 360239709001008)

Population: 3,155

LEGISLATIVE DISTRICT 6

City of Cortland (Census Blocks 360239705002000, 360239705002001, 360239705002002, 360239705002003, 360239705002004, 360239705002005, 360239705002006, 360239705002007, 360239705002008, 360239705002009,

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Population: 3,172

LEGISLATIVE DISTRICT 7

Town/Village of Homer (Census Blocks 360239702021022, 360239702021023, 360239702021027, 360239702021034, 360239702021035, 360239702021049, 360239702022021, 360239702022052, 360239702022053, 360239703001000, 360239703001001, 360239703001002, 360239703001003, 360239703001004, 360239703001005, 360239703001006, 360239703001007, 360239703001008, 360239703001009, 360239703001010, 360239703001011, 360239703001012, 360239703001013, 360239703001014, 360239703001015, 360239703001016, 360239703002000, 360239703002001, 360239703002002, 360239703002003, 360239703002004, 360239703002005, 360239703002006, 360239703002007, 360239703002008, 360239703002009, 360239703002010, 360239703002011, 360239703002012, 360239703002013, 360239703002014, 360239703003000, 360239703003001, 360239703003002, 360239703003003, 360239703003004, 360239703003005, 360239703003006, 360239703003007, 360239703003008, 360239703003009, 360239703003010, 360239703003011, 360239703003012, 360239703003013, 360239703003014, 360239703003015, 360239703004000, 360239703004001, 360239703004002, 360239703004003, 360239703004004, 360239703004005, 360239703004006, 360239703004007, 360239703004008, 360239703004009, 360239703004010, 360239703004011, 360239703004012, 360239710001003, 360239710001004, 360239710001005, 360239710001006, 360239710001007, 360239710001008, 360239710001021)

Population: 3,197

LEGISLATIVE DISTRICT NO. 8

Town of Preble (All Census Blocks)
Town of Scott (All Census Blocks)
Town of Homer (Census Blocks 360239702021000, 360239702021001, 360239702021002, 360239702021003, 360239702021004, 360239702021005, 360239702021006, 360239702021007, 360239702021008, 360239702021009, 360239702021012, 360239702021013, 360239702021014, 360239702021044, 360239702021070, 360239702022000, 360239702022001, 360239702022002, 360239702022003, 360239702022004, 360239702022005, 360239702022006, 360239702022007, 360239702022008, 360239702022009, 360239702022010, 360239702022011, 360239702022012, 360239702022013, 360239702022014, 360239702022015, 360239702022016, 360239702022017, 360239702022058, 360239702022075)

Population: 3,191

LEGISLATIVE DISTRICT NO. 9

Town of Cortlandville (Census Blocks 360239704001010, 360239704001011, 360239704001042, 360239704001044, 360239704001045, 360239710001000, 360239710001001, 360239710001002, 360239710001009, 360239710001010, 360239710001011, 360239710001018, 360239710001019, 360239710001020, 360239710001023, 360239710001024, 360239710001025, 360239710001026, 360239710001027, 360239710001028, 360239710001029)

Town of Homer (Census Blocks 360239702021010, 360239702021011, 360239702021015, 360239702021016, 360239702021017, 360239702021018, 360239702021019, 360239702021020, 360239702021021, 360239710001022, 360239702021024, 360239702021025, 360239702021026, 360239702021028, 360239702021029, 360239702021030, 360239702021031, 360239702021032, 360239702021033, 360239702021036, 360239702021037, 360239702021038, 360239702021039, 360239702021040, 360239702021046, 360239702021047, 360239702021048, 360239702021050, 360239702021051, 360239702021052, 360239702021054, 360239702021055, 360239702021056, 360239702021057, 360239702021058, 360239702021059, 360239702021060, 360239702021064, 360239702021065, 360239702021066, 360239702021067, 360239702021068, 360239702021069, 360239702022018, 360239702022019, 360239702022020, 360239702022022, 360239702022023, 360239702022024, 360239702022025, 360239702022026, 360239702022027, 360239702022028, 360239702022029, 360239702022030, 360239702022031, 360239702022032, 360239702022033, 360239702022034, 360239702022035, 360239702022036, 360239702022037, 360239702022038, 360239702022039, 360239702022040, 360239702022041, 360239702022042, 360239702022043, 360239702022044, 360239702022045, 360239702022046, 360239702022047, 360239702022048, 360239702022049, 360239702022050, 360239702022051, 360239702022054, 360239702022055, 360239702022056, 360239702022057, 360239702022059, 360239702022060, 360239702022061, 360239702022062, 360239702022063, 360239702022064, 360239702022065, 360239702022066, 360239702022067, 360239702022068, 360239702022069, 360239702022070, 360239702022071, 360239702022072, 360239702022073, 360239702022074, 360239703001017)

Population: 3,175

LEGISLATIVE DISTRICT NO. 10

Town of Cortlandville (Census Blocks 360239710001012, 360239710001013, 360239710001014, 360239710001015, 360239710001016, 360239710001017, 360239710001030, 360239710001031, 360239710001032, 360239710002000, 360239710002001, 360239710002002, 360239710002003, 360239710002004, 360239710002005, 360239710002006, 360239710002007, 360239710002008, 360239710002009, 360239710002010, 360239710002011, 360239710002012, 360239710002013, 360239710002014, 360239710002015, 360239710002016, 360239710002017, 360239710002018, 360239710002019, 360239710002020, 360239710002021, 360239710002022, 360239710002023, 360239710002024, 360239710002025, 360239710002026, 360239710002027, 360239710002028,

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Population: 3,192

LEGISLATIVE DISTRICT NO. 11

Town of Cortlandville (Census Blocks 360239704001000, 360239704001001, 360239704001002, 360239704001003, 360239704001004, 360239704001005, 360239704001006, 360239704001007, 360239704001008, 360239704001009, 360239704001012, 360239704001013, 360239704001014, 360239704001015, 360239704001016, 360239704001017, 360239704001018, 360239704001019, 360239704001020, 360239704001021, 360239704001022, 360239704001023, 360239704001024, 360239704001025, 360239704001026, 360239704001027, 360239704001028, 360239704001029, 360239704001030, 360239704001031, 360239704001032, 360239704001033, 360239704001034, 360239704001035, 360239704001036, 360239704001037, 360239704001038, 360239704001039, 360239704001040, 360239704001041, 360239704001043, 360239704001046, 360239704001047, 360239704001048, 360239704002000, 360239704002001, 360239704002002, 360239704002003, 360239704002004, 360239704002005, 360239704002006, 360239704002007, 360239704002008, 360239704002009, 360239704002010, 360239704002011, 360239704002012, 360239704002013, 360239704002014, 360239704002015, 360239704002016, 360239704002017, 360239704002018, 360239704002019, 360239704002020, 360239704002021, 360239704002022, 360239704002023, 360239704002024, 360239704002025, 360239704002026, 360239704002027, 360239704002028, 360239704002029, 360239704002030, 360239704002031, 360239704002032, 360239704002036, 360239704002041, 360239704002042, 360239704002043, 360239704003000, 360239704003001, 360239704003002, 360239704003003, 360239704003004, 360239704003005, 360239704003006, 360239704003007, 360239704003008, 360239704003009, 360239704003010, 360239704003011, 360239704003012, 360239704003013, 360239704003014, 360239704003015, 360239704003016, 360239704003017, 360239704003018, 360239704003019, 360239704003020, 360239704003021, 360239704003022, 360239704003023, 360239704003024, 360239704003025, 360239704003026, 360239704003027, 360239704003028, 360239704003029, 360239704003030, 360239704003031, 360239704003032, 360239704003033, 360239710003014, 360239710003015, 360239710003016, 360239710003017, 360239710003018, 360239710003019, 360239710003020, 360239710003021, 360239710003022, 360239710003023, 360239710003024,

360239710003025, 360239710003026, 360239710003027, 360239710003030, 360239710003031, 360239710004022)

Population: 3,173

LEGISLATIVE DISTRICT NO. 12

Town of Harford (All Census Blocks)
Town of Virgil (Census Blocks 360239712001018, 360239712001020, 360239712001021, 360239712001022, 360239712001024, 360239712001025, 360239712001026, 360239712001027, 360239712001028, 360239712001029, 360239712001030, 360239712001031, 360239712001032, 360239712001033, 360239712001034, 360239712001035, 360239712001043, 360239712001081, 360239712001088, 360239712002000, 360239712002001, 360239712002002, 360239712002003, 360239712002004, 360239712002005, 360239712002006, 360239712002007, 360239712002008, 360239712002009, 360239712002010, 360239712002011, 360239712002012, 360239712002013, 360239712002014, 360239712002015, 360239712002016, 360239712002017, 360239712002018, 360239712002019, 360239712002020, 360239712002021, 360239712002022, 360239712002023, 360239712002024, 360239712002025, 360239712002026, 360239712002027, 360239712002028, 360239712002029, 360239712002030, 360239712002031, 360239712002032, 360239712002033, 360239712002034, 360239712002035, 360239712002038, 360239712002039, 360239712002040, 360239712002044, 360239712002073, 360239712002074, 360239712002075, 360239712002081, 360239712002082, 360239712002086, 360239712002087, 360239712002088, 360239712002089, 360239712002092, 360239712004000, 360239712004001, 360239712004002, 360239712004003, 360239712004004, 360239712004005, 360239712004006, 360239712004007, 360239712004008, 360239712004009, 360239712004010, 360239712004011, 360239712004012, 360239712004013, 360239712004014, 360239712004015, 360239712004016, 360239712004017, 360239712004018, 360239712004019, 360239712004020, 360239712004021, 360239712004022, 360239712004023, 360239712004024, 360239712004025, 360239712004026, 360239712004027, 360239712004028, 360239712004029, 360239712004030, 360239712004031, 360239712004032, 360239712004033, 360239712004034, 360239712004035, 360239712004036, 360239712004037, 360239712004038, 360239712004039, 360239712004040, 360239712004041, 360239712004042, 360239712004043, 360239712004044, 360239712004045, 360239712004046, 360239712004047, 360239712004048, 360239712004049, 360239712004050, 360239712004051, 360239712004052)

Population: 3,097

LEGISLATIVE DISTRICT NO. 13

Town of Lapeer (All Census Blocks)
Town of Marathon (All Census Blocks)
Town of Virgil (Census Blocks 360239712001000, 360239712001001, 360239712001002, 360239712001003, 360239712001004, 360239712001005, 360239712001006, 360239712001007, 360239712001008, 360239712001009, 360239712001010, 360239712001011, 360239712001012, 360239712001013,

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Population: 3,044

LEGISLATIVE DISTRICT NO. 14

Town of Truxton (All Census Blocks)
Town of Cuyler (All Census Blocks)
Town of Solon (All Census Blocks)
Town of Homer (Census Blocks 360239702021041, 360239702021042, 360239702021043, 360239702021045, 360239702021053, 360239702021061, 360239702021062, 360239702021063)

Population: 3,043

LEGISLATIVE DISTRICT NO. 15

Town of Cincinnatus (All Census Blocks)
Town of Freetown (All Census Blocks)
Town of Taylor (All Census Blocks)
Town of Willet (All Census Blocks)
Town of Cortlandville (Census Blocks 360239704002033, 360239704002034, 360239704002035, 360239704002037, 360239704002038, 360239704002039, 360239704002040)

Population: 3,055

ARTICLE 3.

Effect on Local Laws and Resolutions: Except as provided herein, all existing laws and resolutions heretofore adopted by the County Legislature shall continue in force until amended, superseded or repealed.

ARTICLE 4.

Effective date: This local law shall take effect immediately upon filing with the Secretary of State after approval by a majority of the electors voting thereon in accordance with the requirements of after its adoption as provided for by Municipal Home Rule Law §24.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

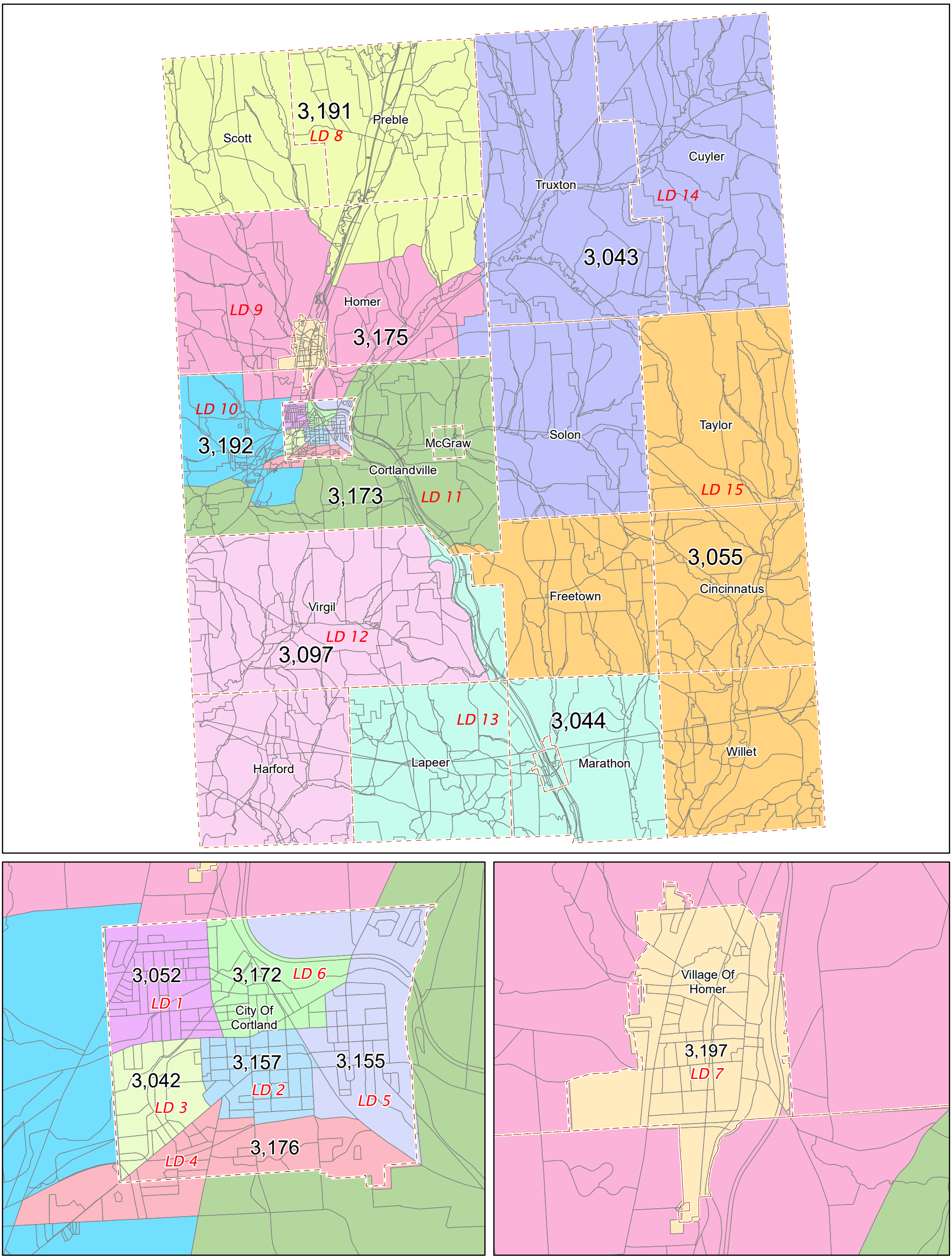
This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand
and the official seal of the CORTLAND COUNTY

LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

Proposed 15 LD: Draft



Cortland County
Planning Department
60 Central Ave
Cortland, NY 13045
Prepared 3/10/23

N

Data Source: US Census Bureau

ON MOTION OF PAUL HEIDER **RESOLUTION NO. 61-23**

Authorize Agreement with Bell & Spina Architects for Specs for Cortland County Courthouse Dome/Cupola Rehabilitation - Buildings and Grounds Department

WHEREAS, the County was awarded a grant from the Dormitory Authority of the State of New York (DASNY) in the amount of $2,396,000 for the restoration and preservation of the Cortland County Courthouse, AND

WHEREAS, the projects to be completed with this funding are the main entryway and the dome/cupola of the Cortland County Courthouse, AND

WHEREAS, to proceed with the dome/cupola project, there is a need to have engineering specifications drawn up, AND

WHEREAS, Bell & Spina Architects of 215 Wyoming Street Syracuse, NY 13204, has the expertise to draw up specifications for said projects, AND

WHEREAS, Resolution No. 70-22 authorized the allocation of $1,000,000 of American Rescue Plan funding for the planning, preparation and implementation of repairs to the Cortland County Courthouse and the funding is available in Account No. A16205.52320.ARP, NOW THEREFORE BE IT

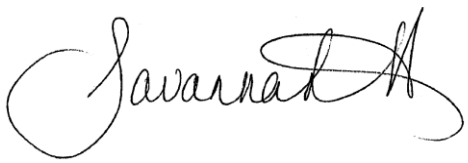
RESOLVED, that the County Administrator, upon approval of the County Attorney, or their designee, is hereby authorized and directed to execute a contract, for an amount not to exceed $200,000, with Bell & Spina Architects, 215 Wyoming Street Syracuse, NY 13204, for the completion of the specifications for said project, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding, be and hereby is authorized to enter into an agreement with Bell & Spina Architects of 215 Wyoming Street Syracuse, NY 13204, for said purposes at a cost not to exceed $200,000 to be paid from Account No. A16205.52320.ARP.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.



Clerk of the Cortland County Legislature

ON MOTION OF CHRISTOPHER NEWELL **RESOLUTION NO. 62-23**

Amend 2023 County Road Fund/Road Machinery Budgets with Rollover Consolidated Local Street and Highway Improvement Program (CHIPS), and Pave Our Potholes (POP) Funding - Highway Department

WHEREAS, there are funds remaining for the Consolidated Local Street and Highway Improvement Program (CHIPs) and Pave our Potholes (POP) from the 2022 County Road Fund Budget, in an amount of $1,307,353.43, AND

WHEREAS, these remaining funds are eligible to be rolled over to the 2023 County Road Fund Budget, AND

WHEREAS, these funds may be used for Construction Projects or Equipment Purchases, NOW THEREFORE BE IT

RESOLVED, that the 2023 County Road Fund Budget be amended as follows:

Increase Revenues:

D511243.43501	County Road Fund CHIPS Revenue	$636,463.15
D511243.43501.POP	Pave our Pothole Revenue	$370,890.28
E513043.43501	Road Machinery Fund CHIPS Revenue	$300,000.00

Increase Expenses:

D51125.54077	Construction Expenses	$1,007,353.43
E51305.52030	Equipment	$300.000.00

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

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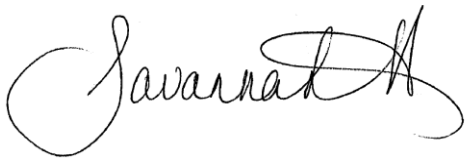


Clerk of the Cortland County Legislature

ON MOTION OF SANDRA PRICE **RESOLUTION NO. 63-23**

Appoint Community Services Board and Subcommittee Members - Mental Health Department

WHEREAS, the Bylaws of the Cortland County Community Services Board (CSB), Article 3, Section 1 states that membership of the organization shall consist of (15) fifteen members appointed by the Cortland County Legislature, and Article 7, Section 1 states that the membership of the Mental Health (MH), Developmental Disability (DD) and Chemical Dependence (CD) Subcommittees shall consist of nine (9) members appointed by the Cortland County Legislature, AND

WHEREAS, the term of each member of the Board and Subcommittees shall be four years except when completing the term created by a member resignation or death, AND

WHEREAS, members may serve for a maximum of two consecutive terms unless no recruitment is available, AND

WHEREAS, individuals have been nominated to fill vacancies on the Community Services Board and all the Subcommittees, NOW THEREFORE BE IT

RESOLVED, that the following members be and hereby are appointed to the Cortland County Community Services Board and three Subcommittees for terms beginning April 28, 2023 and ending as December 31, 2026.

APPOINT FIRST TERM (TERM EXPIRATION 12/31/2026) except as listed:

Community Services Board (CSB)

Jeanette Dippo	2444 Ridge Rd., McGraw, NY 13101 - Parent / Family
Pearl Reed-Klein, PhD	122 Indian Brook Rd., Greene, NY 13778 - Psychologist

Chemical Dependence Subcommittee (CD)

Darrin Jones	34 Charles St., Cortland, NY 13045 - Peer
Angela Romano	18 Old Dryden Rd., Cortland, NY 13045 - Professional

Development Disability Subcommittee (DD):

Crystol Benedict	31 Burgett Dr., Homer, NY 13077 - Parent/Family
Amanda Hudson	3914 Highland Rd., Cortland, NY 13045 - School SEC

Mental Health Subcommittee (MH)

Jeanette Dippo	2444 Ridge Rd., McGraw, NY 13101 - Parent/Family

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

ON MOTION OF SANDRA PRICE **RESOLUTION NO. 64-23**

Abolish One Position of Senior Social Welfare Examiner and One Position of Support Investigator/Create One Position of Senior Support Investigator and One Position of Social Welfare Examiner Trainee - Department of Social Services

WHEREAS, the needs of the Department of Social Services will be better served by abolishing one position of Senior Social Welfare Examiner and one position of Support Investigator and creating one position of Senior Support Investigator and one position of Social Welfare Examiner Trainee, AND

WHEREAS, the Health & Human Services Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one position of Senior Social Welfare Examiner (Grade 12, $20.0654-25.3977/HR, CSEA, competitive, full time with benefits) and one position of Support Investigator (Grade 10, $18.8329-23.8377/HR, CSEA, competitive, full time with benefits) be and hereby is abolished effective April 27, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one position of Senior Support Investigator (Grade 12, $20.0654-25.3977/HR, CSEA, competitive, full time with benefits) and one position of Social Welfare Examiner Trainee (Grade 9, $18.2559-23.1072/HR, CSEA, competitive, full time with benefits) be created with permission to fill effective April 28, 2023 at 12:01 am.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

Personnel Change Justification Form

Requested Change: X Abolish/Create ___Reallocation ___Abolish ___Create

Purpose and Background:

This proposal seeks to abolish a Child Support Investigator and to create a Social Welfare Examiner Trainee.

Fiscal Impact: X County Funded 35 % ___Grant Funded ___% Grant Exp. Date_____

Current Grade/Salary of Position: Grade Gr 10 CSEA Salary $18.8329

Requested Grade/Salary of Position: Grade Gr 10 CSEA (trainee is Gr 9) Salary $18.8329

Annual Increase/**Decrease**: $0 County Share: $0 Positions Affected: 1

Goals: This will allow us to better meet our supervision needs in the Child Support Unit.

Operational Impact:

This request is the result of creating a Sr. Child Support Investigator for the Child Support Unit from a Sr. Social Welfare Examiner position. In doing that, we would abolish one Child Support Investigator position and create a Social Welfare Examiner position to work in the Home Energy Assistance Program where the Sr. Social Welfare Examiner position came from. Each unit will end up with the same number of employees, but the higher-level senior position will be moved to Child Support.

Requested By: _____ 3/30/23

Signature of Requesting Department Head — Date

Personnel Officer Approval _____ 3/2/23

Signature of Personnel Officer Approval — Date

County Administrator Budget Impact Statement: This is cost neutral.

County Administrator Approval _____ 3/30/2023

Signature of County Administrator — Date

Statutory Committee Approval _____ 4/11/2023

Signature of Committee Chair — Date

Attachment: Personnel Change Justification Forms signed HHS 4-11-2023 DSS Child Support Investigator (64-23 : Abolish Create Social

ON MOTION OF SANDRA PRICE **RESOLUTION NO. 65-23**

Abolish One Position of Senior Account Clerk and Two Positions of Principal Account Clerk/Create One Position of Senior Medical Billing Clerk and Two Positions of Principal Medical Billing Clerk - Mental Health Department

WHEREAS, the needs of the Mental Health Department will be better served by abolishing one position of Senior Account Clerk and two positions of Principal Account Clerk and creating one position of Senior Medical Billing Clerk and two positions of Principal Medical Billing Clerk, AND

WHEREAS, the Health & Human Services Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

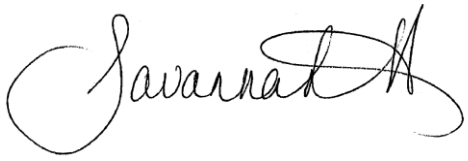
RESOLVED, that one position of Senior Account Clerk (Grade 10, $18.8329-23.8377/HR, CSEA, competitive, full time with benefits) and two positions of Principal Account Clerks (Grade 13, $20.7293-26.2381/HR, CSEA, competitive, full time with benefits) be and hereby is abolished effective April 27, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one position of Senior Medical Billing Clerk (Grade 10, $1838329-23.8377/HR, CSEA, competitive, full time with benefits) and two positions of Principal Medical Billing Clerk (Grade 13, $20.7293-26.2381/HR, CSEA, competitive, full time with benefits) be created with permission to fill effective April 28, 2023 at 12:01 am.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.



Clerk of the Cortland County Legislature

Personnel Change Justification Form

Requested Change: ☑ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Billing Clerk series Abolish _____

Bargaining Unit: CSEA

Purpose and Background:
Position will support the MH Dept. youth and family services. PT peer advocate is a positive workforce addition and recommended by OMH for outpatient services. Positive support to youth and families while also covered by billing revenue and state aid for fiscal stability.

Fiscal Impact: ☐ County Funded 000 % ☑ Grant Funded 50/50 % Grant Exp. Date state aid + revenue

Current Grade/Salary of Position: Grade _____ Salary Range $_____

Requested Grade/Salary of Position: Grade _____ Salary Range $_____

Annual Increase: $_____ County Share: $_____ # of Positions Affected: 3 FTEs

Goals:
Correctly align job responsibilities within revenue generating/ billing staff responsibilities at MH Dept. Abolish MH Dept. account clerk series 3 FTEs (1 Senior Account Clerk, 2 Principal Account Clerks) and create Billing Clerk series 3 FTEs (1 Senior Billing Clerk & 2 Principal Billing Clerks). Utilize recently NYS civil service county exam series for Billing Clerk series.

Operational Impact:
Budget nuetral using same budget 2023 approved cost for 3 FTEs. No change in salary/fringe. Help improve future hiring in case of future retirements/vacancies, so job responsibilities match title and civil service test requirements.

Requested By: _____ Signature of Requesting Department Head — 3-30-23 Date

Personnel Officer Approval _____ Signature of Personnel Officer — 4-3-23 Date

County Administrator Budget Impact Statement:
XX

County Administrator Approval _____ Signature of County Administrator — 4/3/2023 Date

Statutory Committee Approval _____ Signature of Committee Chair after Committee Vote — 4/11/2023 Date

Attachment: Personnel Change Justification Forms signed HHS 4-11-2023 MH Billing Clerk (65-23 : Abolish Create Account Clerk and Medical

ON MOTION OF SANDRA PRICE **RESOLUTION NO. 66-23**

Accept Funds/Amend Budget for Office of Addiction Services and Supports (OASAS) Cortland Mental Health Department Opioid Settlement Funds (OSF) 2023 - Mental Health Department

WHEREAS, the New York State (NYS) Office of Addiction Services and Supports (OASAS) has awarded the Cortland County Mental Health Department abatement Opioid Settlement Funds (OSF) in the amount of $313,890 for NYS Attorney General and OASAS legally defined program and service, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized and directed to accept these funds and contract with the following providers, AND BE IT FURTHER

RESOLVED that the 2023 Cortland County Budget be amended as follows:

Increase:

Revenue:	A43115-42690.OPD	$313,890.00
Expense:	A43115-54815-OPD	
CCSI, Fiscal Administration & Reporting		$10,000.00
CACTC, Data Administration & Reporting		$15,000.00
Family Counseling Services of Cortland, Prevention & Treatment Integrated OASAS/OMH Clinic		$96,296.67
Cayuga Addiction Recovery Services (CARS), Treatment OASAS Clinic		$96,296.67
Alcohol & Drug Council or Tompkins, Treatment & Recovery OASAS Open Access Detox & Crisis		$96,296.66

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

ON MOTION OF SANDRA PRICE **RESOLUTION NO. 67-23**

Create Peer Specialist (Part-Time) - Mental Health Department

WHEREAS, the needs of the agency will be better served by creating one part-time position of Peer Specialist, AND

WHEREAS, the Health and Human Services Committee recommends the creation of this position, NOW THEREFORE BE IT

RESOLVED, that one position of Peer Specialist (CSEA, Grade 9, $18.2559-23.1072/hr, competitive class, part-time, 17 hrs/week, no benefits) be created with approval to fill on April 28, 2023 at 12:01 AM.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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Clerk of the Cortland County Legislature

Personnel Change Justification Form

Requested Change: ☐ Abolish/Create ☐ Reallocation ☐ Abolish ☑ Create

Position Name (s): Create Peer Specialist Abolish _____

Bargaining Unit: CSEA

Purpose and Background:
Position will support the MH Dept. youth and family services. PT peer advocate is a positive workforce addition and recommended by OMH for outpatient services. Positive support to youth and families while also covered by billing revenue and state aid for fiscal stability.

Fiscal Impact: ☐ County Funded 000 % ☑ Grant Funded 50/50 % Grant Exp. Date state aid + revenue

Current Grade/Salary of Position: Grade ____ Salary Range $ _____

Requested Grade/Salary of Position: Grade 9 Salary Range $ _____

Annual Increase: $_____ County Share: $_____ # of Positions Affected: 1, 0.5 FTE 17hr/wk

Goals:
Position will support the MH Dept. youth and family services.
Provide services and support to youth and parents in Family support services for engagement, skills building and community engagement support.

Operational Impact:
Budget nuetral using state aid and revenue to cover salary costs. Only PT 17hrs/week for fiscal sustainability. Positive expansion of workforce to add peer and parent peers with lived experience to support to support youth and parents.

Requested By: _____ Signature of Requesting Department Head — 3-30-23 Date

Personnel Officer Approval _____ Signature of Personnel Officer — 4/3/23 Date

County Administrator Budget Impact Statement:
XX

County Administrator Approval _____ Signature of County Administrator — 4/3/2023 Date

Statutory Committee Approval _____ Signature of Committee Chair after Committee Vote — 4/11/2023 Date

Attachment: Personnel Change Justification Forms signed HHS 4-11-2023 MH Peer Specialist (67-23 : Create Peer Specialist (Part-Time) -

ON MOTION OF SANDRA PRICE **RESOLUTION NO. 68-23**

Create Public Health Technician Position/Accept Funds - Health Department

WHEREAS, Cortland County Health Department has been awarded a grant from Health Research Inc./New York State Department of Health (HRI/NYSDOH) in the amount of $112,682 each year for the period of 12/1/22 - 11/30/27, for a total of $563,411 for the life of the grant, AND

WHEREAS, the Cortland County Health Department will use this funding opportunity to address long-standing weaknesses due to chronic under investment in New York's public health system and strengthen preparedness to address new challenges and future public health emergencies, AND

WHEREAS, the investments in the local public health workforce and foundational capabilities supports Local Health Departments (LHDs) to address health inequities and disparities more effectively across populations and regions throughout their jurisdiction and better meet the ongoing and future public health needs of New Yorkers, AND

WHEREAS, the Cortland County Health Department would best benefit from this funding by creating a full-time Public Health Technician position, updating office and computer equipment and offering Education and Training opportunities for Health Department staff, AND

WHEREAS, the Cortland County Health Department needs to create one full-time Public Health Technician position (CSEA, Grade 15, $22.1643-28.0544/HR, competitive class, full-time with benefits), AND

WHEREAS, the Health and Human Services Committee recommends the creation of one full-time Public Health Technician position effective May 1, 2023, NOW THEREFORE BE IT

RESOLVED, that this position is dependent on the related grant and will be abolished unless extended by resolution prior to grant funding being exhausted, AND BE IT FURTHER

RESOLVED, that funds be appropriated in the 2023 County Budget as follows:

A40125.51005.EH	Personnel	$41,564
A40105.52005.4000	Office Equip	$9,311
A40105.52060.4000	Computer Equip	$15,000
A40105.54005.4000	Office Supplies	$3,000
A40105.54035.4000	Education/Training	$15,000
A40125.58020.EH	Retirement	$5,819
A40125.58030.EH	FICA	$3,810
A40125.58040.EH	Workers Comp	$2,045
A40125.58060.EH	Health Ins	$17,023
A40125.58062.EH	Dental Ins	$90
A40125.58065.EH	Vision Ins	$20
TOTAL Expense		**$112,682**
A40105.44401	CDC Revenue	**$112,682**

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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Clerk of the Cortland County Legislature

Personnel Change Justification Form

Requested Change: ☐ Abolish/Create ☐ Reallocation ☐ Abolish ☑ Create

Position Name (s): Create Public Health Technician **Abolish** _____

Bargaining Unit: CSEA

Purpose and Background:

CCHD has been awarded a grant from NYSDOH that must be used to strengthen the County's Public Health Department and these funds may not be used to supplant existing public health department resources. This new position would be located in CCHD's Environmental Health Division, and would be responsible for activities that would support the Public Health Sanitarians, through various EH programs and services. CCHD is anticipating a few retirements in EH this year and this position will help maintaining continuity of programs and services within this division. This position's minimum qualifications are an Associate's degree or higher, where the typical sanitarian requires a Bachelor's degree or higher.

Fiscal Impact: ☐ County Funded ____ % ☑ Grant Funded 100 % Grant Exp. Date 11/30/2027

Current Grade/Salary of Position: Grade 15 Salary Range $ 22.1643-28.0544

Requested Grade/Salary of Position: Grade 15 Salary Range $ 22.1643-28.0544

Annual Increase: $ 0 County Share: $ 0 # of Positions Affected: 1

Goals:

-Training with the current staff that are set to retire this year in public water, individual sewage, and individual wells to continue the continuity of these programs and responsibilities.

-Maintain various elements of prevention and control programs affecting public health, continuing compliance with state and the local sanitary code requirements.

Operational Impact:

-Increasing the amount of staff in the EH division, this position will help by decreasing the stress of an already burden-staff that are responsible for over fifteen programs/services.

-The opportunity for hands on training with current staff before retirements.

Requested By: Nicole Anjeski Digitally signed by Nicole Anjeski Date: 2023.04.04 12:02:17 -04'00' — 03/28/2023

Signature of Requesting Department Head — Date

Personnel Officer Approval: Laurie Leonard Laurie Leonard (Apr 4, 2023 12:16 EDT)

Signature of Personnel Officer — Date

County Administrator Budget Impact Statement:

This will be no cost to the County as long as grant lasts at which time the position should be abolished unless extended by resolution prior to grant funding being exhausted.

County Administrator Approval: ROBERT CORPORA ROBERT CORPORA (Apr 4, 2023 13:57 EDT) — 4/4/2023

Signature of County Administrator — Date

Statutory Committee Approval: Joseph P. Nauseu — 4/11/2023

Signature of Committee Chair after Committee Vote — Date

Attachment: Personnel Change Justification Forms signed HHS 4-11-2023 PH Technician (68-23 : Create Public Health Technician

ON MOTION OF KELLY FAIRCHILD-PRESTON **RESOLUTION NO. 69-23**

Accept and Authorize 2023 Emergency Management Performance Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $21,478 in support of the Emergency Management Performance Grant (EMPG), AND

WHEREAS, the fiscal period for this grant is October 1, 2023 to September 30, 2025, AND

WHEREAS there is a required County match of $21,478 which has been budgeted as the salary of the Assistant Director of the Department of Emergency Response & Communications, NOW THEREFORE BE IT

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
INCREASE REVENUE BUDGET:				
A34105.43306.25EMP	DHSES Grant	0	$21,478	$21,478
INCREASE EXPENDITURE BUDGET:				
A34105.51005.25EMP	Personnel	0	$21,478	$21,478

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services in an amount not to exceed $21,478, AND BE IT FURTHER

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

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

Scott Roman

From: Info, Grant (DHSES) <Grant.Info@dhses.ny.gov>
Sent: Friday, March 24, 2023 4:56 PM
To: Kevin Fitch
Cc: Scott Roman; Neznek, Jason (DHSES)
Subject: FY2023 Emergency Management Performance Grant (EMPG) Program: Allocation Notification and Application Materials - Cortland County
Attachments: FY2023 EMPG Local Guidance Final.pdf; FY2023 Local EMPG Application Worksheet.xlsx; FY2023 EMPG Attestation Document.docx

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

Dear Emergency Management Stakeholder,

The Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) recently released the FY2023 Notice of Funding Opportunity for the Emergency Management Performance Grant (EMPG) Program. We are pleased to inform you that Cortland County has received an allocation amount of $21,478 under the FY2023 EMPG Program.

Please find attached the FY2023 EMPG Program Guidance, application worksheet, and attestation document for the EMPG mandatory training. Your application for the FY2023 EMPG grant program is due to DHSES by 5:00 p.m. **April 19, 2023**. Please send your completed application to grant.info@dhses.ny.gov. DHSES will issue formal award letters once we have completed our application to FEMA and final funding determinations have been made. New York State's application to FEMA is due by May 18, 2023**.**

Thank you in advance for your assistance and we appreciate your patience given the timetable FEMA has set.

Sincerely,

Eric Abramson
Director of Grants Program Administration

NYS Division of Homeland Security & Emergency Services
Grants Program Administration
1220 Washington Avenue, State Campus Building 7a, Albany, NY 12226
(518) 402-2123 | Eric.Abramson@dhses.ny.gov
www.dhses.ny.gov

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ON MOTION OF KELLY FAIRCHILD-PRESTON **RESOLUTION NO. 70-23**

Accept and Award NYS Homeland Security Grant - Emergency Response & Communications

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

WHEREAS, the fiscal period for this grant is September 1, 2022 to August 31, 2025, NOW THEREFORE BE IT

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

RESOLVED, that the 2023 budget is amended as follows:

	Current	Change	Revised
A34105.43306.25SHS DHSES Grant	0	$51,215	$51,215
A34105.54048.25SHS PROGRAM SUPPLIES	0	$51,215	$51,215

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $51,215, AND BE IT FURTHER

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

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 09/01/2022 TO 08/31/2025 FUNDING AMOUNT FOR INITIAL PERIOD: $51,215.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Robert Corpora , Director Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Attachment: SHSP 2022 draft contract (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

Attachment: SHSP 2022 draft contract (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/202

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

Attachment: SHSP 2022 draft contract (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

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total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - on

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Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1[1]

2. Modifications to the Face Page

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3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

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

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

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

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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

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

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

L. Notice:

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

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

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

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

2. Notice of Termination:

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

i. personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

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

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

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

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

B. Advance Payment and Recoupment:

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

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

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

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

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

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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comply with the following applicable provisions:

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

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IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

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records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

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

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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term of the Contract.

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

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

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

1. General Provisions

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

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

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

2. Contract Goals

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

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

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

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these

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terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

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

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

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

4. MWBE Utilization Plan

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

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

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

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

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

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

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

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

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

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

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

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable

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deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

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

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

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

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

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

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for

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Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

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

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

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

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

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

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

1. General Administrative Requirements:

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

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

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

2. Affirmative steps must include:

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

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

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

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

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

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

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

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

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

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

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

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

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related

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transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

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

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

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

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

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

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

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

R. Equipment and Property:

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

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

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

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

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

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award recipients should contact DHSES at 1-866-837-9133 for guidance.

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

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

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

ENDNOTES:

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

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

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

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

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

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

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

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

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Certified by - on

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Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

Budget Summary by Participant

Cortland County

Cortland County Department of Emergency Response & Communications - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Detection Canine	07ED-01-DOGS	1	$15,500.00	$15,500.00	$15,500.00	$0.00
2	Personal Protective Equipment	01LE-01-SHLD	1	$11,715.00	$11,715.00	$11,715.00	$0.00
Total					$27,215.00	$27,215.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Data Access Fees	1	$24,000.00	$24,000.00	$24,000.00	$0.00
Total				$24,000.00	$24,000.00	$0.00

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

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

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Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

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

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

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

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

B. Interim and/or Final Claims for Reimbursement

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

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

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

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Albany, NY 12242

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

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

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

Attachment: SHSP 2022 draft contract (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

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

Rev. 07/2021

Certified by - on

Attachment: SHSP 2022 draft contract (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

Work Plan

Goal

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

Objective #1

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

Investment Justification - Enhancing Information and Intelligence Sharing and Analysis

NYS Critical Capability
Primary - Law Enforcement Counter-Terrorism Operations

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

Task #1 for Objective #1

Acquire Services for data access fees for mobile data terminals equipment.

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

Objective #2

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

Investment Justification - Combating Domestic Violent Extremism

NYS Critical Capability
Primary - Law Enforcement Response Operations

The development, sustainment and/or enhancement of specialized response team assets utilized at Critical Infrastructure site locations.

Task #1 for Objective #2

Purchase allowable detection canine and personal protective equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

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

Attachment: SHSP 2022 draft contract (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

Award Contract

Project No.	Grantee Name	
SH22-1004-D00	Cortland County	08/26/2022

Special Conditions

Attachment: SHSP 2022 draft contract (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response & Communications)

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

September 26, 2022

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

Dear Mr. Fitch:

I am pleased to inform you that Cortland County is awarded $51,215 under the FY2022 State Homeland Security Program (SHSP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA.

As per federal guidelines, at least 30 percent ($15,365) of your award must be directed towards law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ). Federal guidelines also require that a minimum of 30 percent of your overall award must be allocated to support the following six priority areas: cyber security, protection of soft targets and crowded spaces, intelligence and information sharing, combatting domestic violence extremism, community preparedness and resilience, and election security. This threshold must be maintained throughout the entire period of performance for all SHSP awards. In addition, as a requirement of FY2022 SHSP federal funding, DHS/FEMA is requiring that all subrecipients complete the Nationwide Cyber Security Review (NCSR) by February 28, 2023.

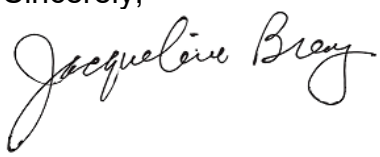
Please be advised that under the FY2022 SHSP guidance, all subrecipients will be required to attend DHSES-sponsored event(s) associated with domestic terrorism prevention efforts which includes the development and submission of county domestic terrorism prevention plans to DHSES by December 31, 2022, pursuant to Executive Order 18.

The performance period for this grant is from September 1, 2022, through August 31, 2025. Grant extensions beyond this date are highly unlikely. DHSES grants management staff will work with your designated SHSP grant program point of contact to provide additional administrative guidance in executing this award.

Attachment: FY2022 SHSP Grant Award Cortland County (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response &

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

Sincerely,



Jackie Bray
Commissioner

Attachment: FY2022 SHSP Grant Award Cortland County (70-23 : Accept and Award NYS Homeland Security Grant - Emergency Response &

ON MOTION OF KELLY FAIRCHILD-PRESTON **RESOLUTION NO. 71-23**

Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $172,413 resulting in no new county costs, in support of NYS Domestic Terrorism Prevention Grant Program, AND

WHEREAS, the fiscal period for this grant is September 1, 2022 to August 31, 2024, NOW THEREFORE BE IT

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

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
A34105.43306.24DTP	DHSES Grant	0	$172,413	$172,413
A34105.51005.24DTP	PERSONNEL	0	$172,413	$172,413

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $172,413, AND BE IT FURTHER

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

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

August 16, 2022

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

Dear Mr. Fitch:

I am pleased to inform you that Cortland County is being awarded $172,413 under the FY2022 Domestic Terrorism Prevention (DTP) Grant Program. Funding for this state grant award is directed to be utilized to support the county's capability to prevent targeted violence and domestic terrorism through the utilization of Threat Assessment and Management (TAM) teams and the development of comprehensive Domestic Terrorism Plans. The New York State Division of Homeland Security and Emergency Services (DHSES) will manage and administer these program funds and the performance period for this grant will be from September 1, 2022 through August 31, 2024.

As mentioned in prior correspondence from me, we are relying on you as the county official to designate a lead implementing agency for this Governor's initiative. The FY2022 DTP application documents and grant guidance are being sent to grant points of contact and county emergency managers from within your jurisdiction. In order for DHSES to provide these critical funds to you as quickly as possible, your application must be submitted to us no later than September 16, 2022. If you need assistance in completing your application, please contact the DHSES Grants Program Administration Office at (866) 837-9133.

Please be reminded as a condition of this program funding you must develop and submit your Domestic Terrorism Plan to DHSES by December 31, 2022 as indicated by Executive Order 18. Once your application is received and a designated lead agency determined, a representative from the Grants Program Administration will work with your staff to initiate the contracting process in order to make these funds available as soon as possible.

If you have any questions with regards to the implementation of this program, please contact me at (518) 242-5000 or my Director of Grants Program Administration, Eric Abramson, at (518) 402-2123.

Congratulations on your award! I look forward to working with you to execute this program.

Sincerely,

Jacqueline Bray

Jackie Bray
Commissioner

Attachment: DVT Cortland County (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C175010 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: DT2022 CFDA NUMBER: DHSES NUMBERS: WM22175010
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 09/01/2022 TO 08/31/2024 FUNDING AMOUNT FOR INITIAL PERIOD: $172,413.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

NYS Division of Homeland Security and Emergency Services

BY: Eric Abramson , Director of Grants Program Administration Date: 12/09/2022

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

GRANTEE:

BY: Robert Corpora , Director Date: 12/09/2022

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

Award Contract **Domestic Terrorism Prevention Grant**

Project No. **Grantee Name**

DT22-1005-E00 Cortland County 04/07/2023

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	Grantee Name	
DT22-1005-E00	Cortland County	04/07/2023

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	Grantee Name	
DT22-1005-E00	Cortland County	04/07/2023

Budget Summary by Participant

Cortland County
Cortland County Sheriffs Office - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs for Exercise Activities	1	$72,413.00	$72,413.00	$72,413.00	$0.00
2	Overtime and/or Backfill Costs for Training (prior DHSES approval required)	1	$75,000.00	$75,000.00	$75,000.00	$0.00
Total				$147,413.00	$147,413.00	$0.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consultant Costs for Planning Activities	1	$25,000.00	$25,000.00	$25,000.00	$0.00
Total				$25,000.00	$25,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$172,413.00	$172,413.00	$0.00

Cortland County Department of Emergency Response & Communications

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$172,413.00	$172,413.00	$0.00

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	Grantee Name	
DT22-1005-E00	Cortland County	04/07/2023

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

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

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

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

Reimbursement requests need to include the following documents:
ï¿½ Signed Voucher and Fiscal Cost Report
ï¿½ Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
ï¿½ Written documentation of all required DHSES approvals, as appropriate

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

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, ï¿½200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

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

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

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

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

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus ï¿½ Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

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

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

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

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

Rev. 07/2021

Certified by - Robert Corpora on 12/09/2022

Award Contract **Domestic Terrorism Prevention Grant**

Project No.	**Grantee Name**	
DT22-1005-E00	Cortland County	04/07/2023

Work Plan

Goal

Support the creation and operations of threat assessment and management teams and advance the development of county domestic terrorism plans.

Objective #1

G & T Workplan Code - 49. Domestic Terrorism Prevention Program

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

Execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of domestic violent extremists.

Task #1 for Objective #1

Conduct assessment to identify training needs related to threat assessment and management teams in the jurisdiction. Provide authorized training to appropriate personnel.

#	**Performance Measure**
1	Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Describe how the project enhanced threat assessment and management teams in the jurisdiction. Complete and submit quarterly survey information.

Task #2 for Objective #1

Conduct allowable planning activities to support the creation and operations of threat assessment and management teams in the jurisdiction.

#	**Performance Measure**

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

1	Planning activities conducted. Provide brief narrative reporting planning activities completed that support the creation and operations of threat assessment and management teams in the jurisdiction. Complete and submit quarterly survey information.

Task #3 for Objective #1

Develop and/or update county domestic terrorism plans. Submit completed plans to NYS DHSES Office of Counter Terrorism no later than December 31, 2022.

#	Performance Measure
1	Planning activities conducted. Provide brief narrative reporting planning activities completed. Domestic Terrorism plans submitted to NYS DHSES Office of Counter Terrorism. Complete and submit quarterly survey information.

Task #4 for Objective #1

Design, develop, conduct and/or participate in exercises in compliance with HSEEP guidelines to identify deficiencies within response capabilities to domestic terrorism events. This in turn will help to identify training curriculum gaps. Report scheduled exercises to DHSES Office of Emergency Management (OEM) Training and Exercise Section 60 days prior to the start of the exercise. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion. Notifications and AAR/IPs must be submitted in NY Responds.

#	Performance Measure
1	DHSES notified of scheduled exercise; exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Provide brief narrative and report number of personnel involved, the disciplines involved and the jurisdictions participating; describe how the project enhanced the prevention, and/or response capabilities to domestic terrorism events in the jurisdiction. Notifications and AAR/IPs submitted in NY Responds. Complete and submit quarterly survey information.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

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

Task #1 for Objective #2

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

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

Task #2 for Objective #2

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

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

Task #3 for Objective #2

Utilize good faith efforts, pursuant to 5 NYCRR ï¿½142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organizationï¿½s established MWBE goals.

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

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1[1]

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

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

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

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR ï¿½200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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

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

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

L. Notice:

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

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

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

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

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

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

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

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

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

O. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this

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Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

2. Renewal Notice to Not-for-Profit Contractors:
a. Pursuant to State Finance Law ï¿½179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of:

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(1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law ï¿½179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law ï¿½179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law ï¿½179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

i. personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

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

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

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

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

B. Advance Payment and Recoupment:

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

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

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

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

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

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may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit

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and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

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

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractorï¿½s performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution,

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the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

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

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

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

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

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

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

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

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

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

The Contractor shall include the provisions of subclauses 1 ï¿½ 6 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

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

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

4. copies of wage reporting information.

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

N. Vendor Responsibility:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Provisions

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

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract,' respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises (' MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR ï¿½142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

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

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2. Contract Goals

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

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

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR ï¿½142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR ï¿½142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

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

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

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

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

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

4. MWBE Utilization Plan

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

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

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

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

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

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

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

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

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

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

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

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

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

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

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

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

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

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

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4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR ï¿½200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

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

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

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

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR ï¿½200.320(c). A copy of DHSES' approval must also be submitted with the voucher for payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), ï¿½ 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL ï¿½ 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law ï¿½165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

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

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law ï¿½165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR ï¿½25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier , but are not required to be registered in SAM.

C. In accordance with 2 CFR ï¿½ï¿½200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR ï¿½200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

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

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

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

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

1. General Administrative Requirements:

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

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

1. Consistent with 2 CFR ï¿½200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

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

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

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at https://www.gao.gov/topics/auditing-and-financial-management, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For

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example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

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

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

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

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

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

ï¿½ Activities to be performed;
ï¿½ Time schedule;
ï¿½ Project policies;
ï¿½ Other policies and procedures to be followed;
ï¿½ Dollar limitation of the Contract;
ï¿½ Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
ï¿½ Applicable federal and/or State cost principles to be used in determining allowable costs; and
ï¿½ Property Records or Equipment Inventory Reports.

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

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

Q. Equipment and Property:

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

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

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

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

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall

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have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

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

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix. 6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies. In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in ï¿½ which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees ï¿½and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. ln addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in ï¿½ 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in ï¿½ 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30

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days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a 'Statement of Compliance,' signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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1) That the payroll for the payroll period contains the information required to be provided under ï¿½ 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under ï¿½ 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the 'Statement of Compliance' required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland 'Anti-Kickback' Act (Applicable to contracts for construction work greater than $2,000)

Contractor. The contractor shall comply with 18 U.S.C. ï¿½ 874,40 U.S.C. ï¿½ 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. ï¿½ 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than $100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of $150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. ï¿½ 7401 et, seq.

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b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than $25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. ï¿½ 180.995) or its affiliates (defined at 2 C.F.R. ï¿½ 180.905) are excluded (defined at 2 C.F.R. ï¿½ 180.940) or disqualified (defined at 2 C.F.R. ï¿½ 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than $100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. ï¿½ 1352 (as amended)

Contractors that apply or bid for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. ï¿½ 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over $10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --
i. Competitively within a time frame providing for compliance with the Agreement performance schedule
ii. Meeting agreement performance requirements; or
iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement- guideline-cpg-program.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clauseï¿½

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. ï¿½

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providingï¿½

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the 'Records') (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonï¿½Federal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. ï¿½ 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. ï¿½ 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR ï¿½200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be

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binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

ENDNOTES:

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

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

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

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

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

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

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

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

VER 07/2022

Certified by - Robert Corpora on 12/09/2022

Award Contract		**Domestic Terrorism Prevention Grant**
Project No.	**Grantee Name**	
DT22-1005-E00	Cortland County	04/07/2023

Special Conditions

The subrecipient of the Domestic Terrorism Prevention (DTP) grant program shall use the funds provided pursuant to this Agreement to carry out the Work Plan described in Appendix D. This contract is awarded by the Division of Homeland Security and Emergency Services (DHSES) to the subrecipient based on the subrecipient's submission of an application proposal in response to the Grant Guidelines and Application Kit and shall be subject to the terms and conditions in both the subrecipient's application proposal and the Grant Guidelines and Application Kit, incorporated herein by reference, which shall apply as if fully stated herein. This Program Work Plan shall not be modified without approval from DHSES. If modification to this Program Work Plan is necessary, the subrecipient must submit a written request to DHSES and await DHSES approval before implementing such changes. If changes in the Work Plan are made without DHSES' prior approval, DHSES reserves the right, in its sole discretion, to disallow reimbursement for the modifications, reduce the amount payable to the subrecipient, terminate this Agreement, or take any other action deemed necessary. Subrecipients must provide DHSES with their Domestic Terrorism Plans by December 31, 2022. Failure to comply with this requirement may result in a revocation of grant funding through this program.

A. Permissible Use of Funding
1. Domestic Terrorism Prevention (DTP) grant program funds must be used in accordance with the guidelines set forth in the Grant Guidelines and Application Kit, which can be located at https://www.dhses.ny.gov/state-funded-programs.
2. Any unused funds will be reprogrammed pursuant to a plan approved by the Division of Homeland Security and Emergency Services.
3. The project must commence 180 days after successful approval of the contract by the New York State Office of the Comptroller.

B. Record Requirements
1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding DTP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

to DHSES, upon request.

C. Training & Exercise Related Activities
1. Any training courses to be supported by this award require DHSES approval in advance of participating in the training. DHSES will review and approve all training to ensure that the requested training is appropriate and supports the objectives of this grant program.
2. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

D. Law Enforcement Requirements
1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.
2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

E. New York State Emergency Management Certification and Training Program
1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.
3. Subrecipients must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Risk Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.
4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.
5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.
6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Attachment: FY2022 DVT draft Award Contract (71-23 : Accept and Award NYS Domestic Terrorism Prevention Grant - Emergency Response &

ON MOTION OF KELLY FAIRCHILD-PRESTON **RESOLUTION NO. 72-23**

Accept and Award FY2022 NYS SICG Targeted Grant - Emergency Response & Communications

WHEREAS, the New York State Department of Homeland Security and Emergency Services (NYS DHSES) has awarded the Cortland County Department of Emergency Response and Communications a grant in the amount of $5,000,000 resulting in no new county costs, in support of NYS 2022 Statewide Interoperable Communications Targeted Grant Program, AND

WHEREAS, the fiscal period for this grant is March 1, 2023 to February 28, 2027, NOW THEREFORE BE IT

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

RESOLVED, that the 2023 budget is amended as follows:

		Current	Change	Revised
A30205.44389.27SICG	DHSES Grant	0	$5,000,000	$5,000,000
A30205.52015.27SICG	Technical Equipment	0	$5,000,000	$5,000,000

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed $5,000,000, AND BE IT FURTHER

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

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

March 1, 2023

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

Dear Mr. Fitch:

I am pleased to announce that Cortland County has been awarded $5,000,000 under the New York State 2022 Statewide Interoperable Communications Targeted Grant Program (2022 SICG Targeted). This program, administered by my agency, allows for State support through grant funding for counties to enhance their public safety operations by strengthening communications infrastructure which is critical in emergency situations and ensuring that public safety personnel are prepared as they respond to calls for service. The 2022 SICG Targeted Program focuses on closing gaps in National Interoperability channels implementation and enhancing regional alliance, ensuring that county communication systems remain capable to support multijurisdictional response. Your participation in this program is another example of the successful partnerships we have been developing for public safety and emergency preparedness across the State.

The performance period for the 2022 SICG Targeted grant will be 48 months (March 1, 2023 – February 28, 2027). Expenses that you wish to claim must occur within that period. Our Grants Program Administration staff will work with your designated SICG point of contact to provide additional administrative guidance and to develop the grant contract.

On behalf of Governor Kathy Hochul, the Division of Homeland Security and Emergency Services remains committed to providing outstanding support in the administration of "*your public safety first*" responder initiatives. Please feel free to contact me if you have any questions, at 518-242-5000, or my Office of Interoperable and Emergency Communications (OIEC) Director, Mark J. Balistreri, at 518-322-4939.

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Jackie Bray
Commissioner

cc: Mr. Scott Roman, Director, Cortland County

Attachment: FY2022 SICG Targeted Cortland County award letter (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588 DUN & BRADSTREET NO: 827784505	INITIAL CONTRACT PERIOD: FROM 03/01/2023 TO 02/28/2027 FUNDING AMOUNT FOR INITIAL PERIOD: $5,000,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

NYS Division of Homeland Security and Emergency Services

BY: , Date:

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

GRANTEE:

BY: Robert Corpora , Director Date: 3/23/2023

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

APPROVED AS TO FORM CO.ATTORNEY

Draft contract

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

Award Contract

Project No.
ST22-1036-E00

Grantee Name
Cortland County

03/20/202

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

Award Contract

Project No.	**Grantee Name**	
ST22-1036-E00	Cortland County	03/20/2023

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

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 fo work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contrac 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 (2NYCRF 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business

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Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - on

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Award Contract

Project No.	**Grantee Name**	
ST22-1036-E00	Cortland County	03/20/202

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1[1]

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2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

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

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

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

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

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

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

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

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

L. Notice:

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

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

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

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

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

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited

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delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

2. Notice of Termination:

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

i. personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

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

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

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

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.

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4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term sha be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested d not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance wit the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:[3] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:[4] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:[6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:[7] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the

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faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to thirty (30) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

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2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

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IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

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D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

c. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

f. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to

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employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sa records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approva of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

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3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G) (2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 6 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

a. The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c. The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d. The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting

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delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient o such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best o its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a. to require updates or clarifications to the Questionnaire upon written request;

b. to inquire about information included in or required information omitted from the Questionnaire;

c. to require the Contractor to provide such information to the State within a reasonable timeframe; and

d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of

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this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout t term of the Contract.

P. Consultant Disclosure Law:[8] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ('MWBE Regulations') for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the 'Contractor' and the 'Contract', respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ('EEO') and contracting opportunities for certified minority and women-owned business enterprises ('MWBEs'). Contractor's demonstration of 'good faith efforts' pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the 'Human Rights Law') or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document 'good faith efforts' to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division

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of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.
iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.
iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

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a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

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(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face

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Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/state-agencies/travel.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. For Federally-funded awards, contractor must comply with 2 CFR §200.320(c). A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair

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advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current

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unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipien Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

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e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6 .

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the gran recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Intellectual Property: Any creative or literary work developed or commissioned by the Contractor with grant support provided by DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the

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Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Contract;
- Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
- Applicable federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

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agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

[1] To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

[3] A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

[5] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[6] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

[7] Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

[8] Not applicable to not-for-profit entities

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"Appendix B"

Award Contract

Project No.
ST22-1036-E00

Grantee Name
Cortland County

03/20/2023

Budget Summary by Participant

Cortland County
Cortland County Department of Emergency Response & Communications - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Redundant Trunked Land Mobile Radio Prime Controller	N/A	1	$2,500,000.00	$2,500,000.00	$2,500,000.00	$0.00
2	Primary and Redundant Microwave Connections	N/A	1	$1,500,000.00	$1,500,000.00	$1,500,000.00	$0.00
3	Trunked Land Mobile Radio System Core Connection	N/A	1	$1,000,000.00	$1,000,000.00	$1,000,000.00	$0.00
Total					$5,000,000.00	$5,000,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$5,000,000.00	$5,000,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$5,000,000.00	$5,000,000.00	$0.00

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Award Contract

Project No.
ST22-1036-E00

Grantee Name
Cortland County

03/20/202

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A

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1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus – Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Rev. 07/2021

Certified by - on

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

"Appendix D"

Award Contract

Project No.	Grantee Name	
ST22-1036-E00	Cortland County	03/20/2023

Work Plan

Goal

To improve the overall status of land mobile radio interoperability for public safety agencies within New York as well as with other States; implementation of components supporting interoperability; close gaps in the interoperability infrastructure, regional communications deficiencies and implementation of National Interoperability channels. Enhance emergency response and improve capability and performance results from the U.S. Department of Homeland Security's (DHS) National Emergency Communication Plan (NECP), improvements in governance structures, operating procedures, infrastructure development and addressing SAFECOM guidance from the DHS Office of Emergency Communications (OEC).

Objective #1

G & T Workplan Code - 14. Develop/enhance interoperable communications system.

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

To ensure progress towards the goals and milestones described in the Statewide Communications Interoperability Plan (NYS SCIP) and toward communication priorities identified by the Federal government (SAFECOM). Provide stability, and further development of LMR systems and regional solutions developed to date. Provide for the: development and coordination of National Interoperability Channels, State, Regional, Tribal and Local mutual aid channels; development of interoperable communications infrastructure; improvements of Public Safety Answering Points (PSAPs) toward Next Generation 911 (NG-911) development in accordance with New York State plan and vision; development of governance and SOPs; Development of inventory of statewide communications resources (i.e. continuous participation in CASM-Communications Assets Survey and Mapping tool) and Tactical Interoperable Communication Plan (TICP) development, update and utilization.

Task #1 for Objective #1

Purchase allowable interoperable communication equipment and/or acquire services. Train appropriate personnel in the proper use of equipment and place equipment into service. Establish or improve governance and standard operating procedures related to such equipment. Report on progress of implementation of project and the development and implementation of formalized standard operating procedures and governance structure.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment and/or activities conducted. Provide a brief narrative, including examples, of formalized governance and/or standard operating procedures. Describe how the project enhanced interoperable communication capabilities in the jurisdiction. Describe how the project increased multi-agency regional partnerships, including partnerships with consortiums. Equipment and services accountability records are properly maintained. Provide explanation if equipment is received but not deployed; include deployment plans as appropriate.

Objective #2

G & T Workplan Code - Not Applicable

Investment Justification - Not Applicable

NYS Critical Capability
Primary - Not Applicable

To implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) by providing meaningful participation by NYS Certified MWBEs, as defined as subcontractors or suppliers.

Task #1 for Objective #2

Provide equal employment opportunities for minority group members and women (EEO).

#	Performance Measure
1	DHSES Local Assistance MWBE Equal Employment Opportunity Staffing Plan form submitted.

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

Task #2 for Objective #2

Provide contracting opportunities for NYS certified minorities and women-owned business enterprises (MWBEs). Submit Local Assistance MWBE Subcontractor/Supplier Utilization Form to DHSES.

#	Performance Measure
1	Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified MBEs, as subcontractors/suppliers.
2	Local Assistance MWBE Subcontractor/Supplier Utilization Form submitted. Expend 15% of the identified contracted NPS discretionary amount as identified on the most recent approved MWBE Utilization Form with NYS Certified WBEs, as subcontractors/suppliers.

Task #3 for Objective #2

Utilize good faith efforts, pursuant to 5 NYCRR §142.8 of the New York State Executive Law Article 15-A, to meet the maximum feasible portion of the organization's established MWBE goals.

#	Performance Measure
1	Document, retain, and provide upon request, the good faith efforts identified on the utilization plan to meet the established MWBE goals.
2	Provide the percentage of the established Minority and Women Business Enterprise goal that has been met to date.

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

Award Contract

Project No.	Grantee Name	
ST22-1036-E00	Cortland County	03/20/202

Special Conditions

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

Attachment: FY2022 SICG targeted contract draft (72-23 : Accept and Award NYS FY2022 SICG Targeted Grant - Emergency Response &

ON MOTION OF KELLY FAIRCHILD-PRESTON **RESOLUTION NO. 73-23**

Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public Defender's Office

WHEREAS, the needs of the Public Defender's Office will be better served by abolishing one (1) Investigator (part-time) position and creating one (1) Investigator (full-time) position, AND

WHEREAS, the Judiciary and Public Safety Committee recommends the abolition and creation of these positions, NOW THEREFORE BE IT

RESOLVED, that one (1) position of Investigator (Grade 7H, Management Compensation Plan, $25.2484-33.6056/hr, exempt class, 17 hours/week) be and hereby is abolished effective April 27, 2023 at midnight, AND BE IT FURTHER

RESOLVED, that one (1) position of Investigator (Grade 7H, Management Compensation Plan, $25.2484-33.6056/hr, exempt class, 35 hours/week) be created with permission to fill effective April 28, 2023 at 12:01 am, AND BE IT FURTHER

RESOLVED, that this position is dependent on the related grant funding and will be abolished unless extended by resolution prior to grant funding being exhausted.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

Personnel Change Justification Form

Requested Change: ☑ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Investigator (Full-time) **Abolish** Investigator (Part-time)

Bargaining Unit: Management Plan

Purpose and Background:
Pursuant to the Statewide Expansion of Hurrell-Harring grant, ILS has implemented a plan to extend statewide the benefits of the Hurrell-Harring settlement reforms. As such, the overriding objective is to provide comprehensive quality representation for all eligible criminal defendants and to meet caseload standards. Therefore, this added position is endorsed by ILS to meet these objectives, and is fully reimburseable by the NYS grant funding.

Fiscal Impact: ☐ County Funded ____ % ☑ Grant Funded 100 % Grant Exp. Date 3/31/24 renew

Current Grade/Salary of Position: Grade 7H Salary Range $ 25.2484 - $33.6056/hr

Requested Grade/Salary of Position: Grade 7H Salary Range $ 25.2484 - $33.6056/hr

Annual Increase: $____ County Share: $ 0 # of Positions Affected: 15

Goals:
To meet the County's expectations and obligations under the Statewide Hurrell-Harring quality representation and caseload standards settlement reforms. ILS oversees and directs the NYS grant funding for our office. To be in compliance with their requirements so as to not jeopardize our complete grant funding, creating and filling this position is necessary.

Operational Impact:
Converting our part-time investigator into a full-time investigator will help our office in becoming compliant with ILS and Hurrell-Harring quality representation and caseload standards. It is has been pre-approved by ILS. It will be funded by ILS. There is "banked" approved funds to cover this addition.

Requested By: _____ Signature of Requesting Department Head — 04/05/2023 Date

Personnel Officer Approval _____ Signature of Personnel Officer — 4/5/2023 Date

County Administrator Budget Impact Statement:
Cost Neutral for County

County Administrator Approval _____ Signature of County Administrator — 4/5/2023 Date

Statutory Committee Approval _____ Signature of Committee Chair after Committee Vote — 4/13/2023 Date

Attachment: Public Defender - Full Time Investigator April 2023 signed (73-23 : Abolish Investigator (Part-Time)/Create Investigator (Full-Time) -

Personnel Change Justification Form

Requested Change: ☑ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Investigator (Full-time) **Abolish** Investigator (Part-time)

Bargaining Unit: Management Plan

Purpose and Background:
Pursuant to the Statewide Expansion of Hurrell-Harring grant, ILS has implemented a plan to extend statewide the benefits of the Hurrell-Harring settlement reforms. As such, the overriding objective is to provide comprehensive quality representation for all eligible criminal defendants and to meet caseload standards. Therefore, this added position is endorsed by ILS to meet these objectives, and is fully reimburseable by the NYS grant funding.

Fiscal Impact: ☐ County Funded ____ % ☑ Grant Funded 100 % Grant Exp. Date 3/31/24 renew

Current Grade/Salary of Position: Grade 7H Salary Range $ 25.2484 - $33.6056/hr

Requested Grade/Salary of Position: Grade 7H Salary Range $ 25.2484 - $33.6056/hr

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Goals:
To meet the County's expectations and obligations under the Statewide Hurrell-Harring quality representation and caseload standards settlement reforms. ILS oversees and directs the NYS grant funding for our office. To be in compliance with their requirements so as to not jeopardize our complete grant funding, creating and filling this position is necessary.

Operational Impact:
Converting our part-time investigator into a full-time investigator will help our office in becoming compliant with ILS and Hurrell-Harring quality representation and caseload standards. It is has been pre-approved by ILS. It will be funded by ILS. There is "banked" approved funds to cover this addition.

Requested By: _____ Signature of Requesting Department Head — 04/05/2023 Date

Personnel Officer Approval _____ Signature of Personnel Officer — 4/5/2023 Date

County Administrator Budget Impact Statement:
Cost Neutral for County

County Administrator Approval _____ Signature of County Administrator — 4/5/2023 Date

Statutory Committee Approval _____ Signature of Committee Chair after Committee Vote — 4/13/2023 Date

Attachment: Public Defender - Full Time Investigator April 2023 (73-23 : Abolish Investigator (Part-Time)/Create Investigator (Full-Time) - Public

ON MOTION OF KELLY FAIRCHILD-PRESTON **RESOLUTION NO. 74-23**

Authorize Use of County Vehicle Repair/Replacement Reserve for Sheriff Vehicle - Sheriff's Department

WHEREAS, the Cortland County Legislature adopted Resolution No. 107-15, which established the County Vehicle Repair/Replacement Reserve for the purpose of vehicle related costs, AND

WHEREAS, funds are required for the lease payoff on a Sheriff Road Patrol vehicle damaged beyond repair, AND

WHEREAS, the County Vehicle Repair/Replacement Reserve balance at February 28, 2023 was $173,938.69, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature be and hereby approves the use of the County Vehicle Repair/Replacement Reserve for the lease payoff, AND BE IT FURTHER

RESOLVED, the 2023 budget is hereby amended as follows:

Increase:

A31205.54765	Judgments & Claims	$19,404.70
A351100	Appropriated Reserves	$19,404.70

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

ON MOTION OF KELLY FAIRCHILD-PRESTON **RESOLUTION NO. 75-23**

Amend 2023 Budget to Cover Parking Lot Surveillance - Sheriff

WHEREAS, the Cortland County Sheriff's Office contracted with Cedar Path Solutions Group in 2018 to install parking lot surveillance at 54 Greenbush St., Cortland, NY, AND

WHEREAS, in 2021, it was determined Cedar Path Solutions Group was unable to complete said project and issued a refund for payments made, AND

WHEREAS, in 2022, the Sheriff contracted with Beard Electric LLC to install parking lot surveillance at a cost of $26,668, AND

WHEREAS, the project was completed in 2023 and funds need to be added to the Jail budget to cover project costs, NOW THEREFORE BE IT

RESOLVED, that the 2023 County budget is amended as follows:

Increase

A31505.54076	Building Repair & Maintenance	$26,668.00
A359900	Unappropriated Fund Balance	$26,668.00

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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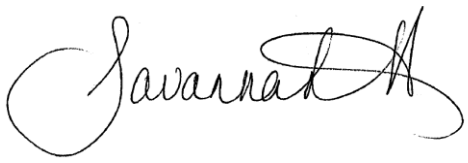

Clerk of the Cortland County Legislature

ON MOTION OF RICHARD STOCK **RESOLUTION NO. 76-23**

A Home Rule Request for Special Legislation to Amend the Tax Law, in Relation to Extending the Authorization for Imposition of Mortgage Recording Tax in Cortland County - County Clerk

WHEREAS, the Cortland County Legislature approved Resolution No. 388-19, "A Home Rule Request For Special Legislation to Amend the Tax Law, in Relation to Extending the Authorization For Imposition of Mortgage Recording Tax in Cortland County", AND

WHEREAS, New York State Tax Law §253-v presently authorizes Cortland County to adopt and amend local laws imposing a mortgage recording tax of twenty five cents ($.25) for each one hundred dollars ($100.00) and each remaining major fraction thereof of principal debt or obligation which is or under any contingency may be secured at the date of execution thereof, or at any time thereafter, by a mortgage on real property situated in Cortland County and recorded on or after the date upon which such tax takes effect, (beginning September 30, 2007 and ending December 1, 2022), AND

WHEREAS, the New York State Legislature revised New York State Tax Law Section 253-v and extended the effective repeal date to December 1, 2023, AND

WHEREAS, in the current economic climate it would create a fiscal hardship for Cortland County that receives this revenue if this source of revenue were to expire, and such a loss would result in a substantial burden on County property owners through increased property taxes or loss of essential services, NOW THEREFORE BE IT

RESOLVED, that this Legislature endorses and requests that the necessary information and forms be forwarded to the County Legislature in order that an appropriate Home Rule Request can be acted upon by this body, AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature is hereby directed to provide certified copies of this Resolution to New York State Senator Lea Webb and New York State Assemblymember Anna Kelles in order to request the introduction of Home Rule Legislation regarding this matter.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

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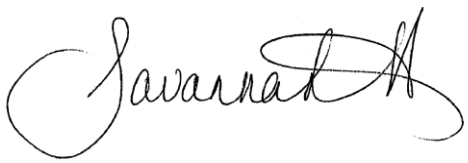

Clerk of the Cortland County Legislature

ON MOTION OF RICHARD STOCK **RESOLUTION NO. 77-23**

Mortgage Tax Disbursement October 1, 2022 - March 31, 2023 - County Clerk

WHEREAS, in accordance with NYS Tax Law, Article 11, § 261, the Semi Annual Mortgage Tax Report for October 1, 2022 - March 31, 2023, has been prepared and submitted by the Cortland County Clerk and has been approved by the New York State Department of Taxation and Finance, AND

WHEREAS, the Basic Mortgage Tax has been submitted with interest to the Cortland County Treasurer, AND

WHEREAS, the mortgage tax has been calculated to apportion the basic mortgage tax between the towns and villages, NOW THEREFORE BE IT

RESOLVED that the Cortland County Legislature authorize the County Treasurer to make payments to each of the tax districts within the County of Cortland as shown below, either by check or by electronic bank deposit based on the request of the receiving municipality.

Cortland, City of	$83,928.90
Cincinnatus, Town of	$2,154.86
Cortlandville, Town of	$74,844.00
McGraw, Village of	$1,783.10
Homer, Village of	$230.58
Cuyler, Town of	$2,238.97
Freetown, Town of	$3,668.15
Harford, Town of	$4,955.70
Homer, Town of	$28,887.78
Homer Village of	$21,828.13
Lapeer, Town of	$11,590.87
Marathon, Town of	$6,069.60
Marathon, Village of	$2,301.11
Preble, Town of	$5,770.26
Scott, Town of	$7,263.22
Solon, Town of	$3,210.55
Taylor, Town of	$783.03

Truxton, Town of	$1,668.60
Virgil, Town of	$14,980.99
Willet, Town of	$5,208.99
TOTAL	$283,367.39

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

ON MOTION OF RICHARD STOCK **RESOLUTION NO. 78-23**

Amend 2023 Cortland County Legislative Calendar - Legislature

WHEREAS, Article VIII, Number 1 of the Cortland County Legislature Rules of Order state, "The Legislature may, at any meeting, by resolution, change the time and place of the next regularly scheduled meeting.....", AND

WHEREAS, it is to the benefit of the Legislature to recess during the month of July 2023 and cancel all standing committee meetings and legislative session, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the legislative calendar and cancels all legislative meetings for the month of July 2023.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

ON MOTION OF GEORGE WAGNER **RESOLUTION NO. 79-23**

Requesting Special Legislation to Amend New York State Tax Law, in Relation to Extending the Authorization for Imposition of Additional 1% Sales and Compensating Use Tax in Cortland County

WHEREAS, New York State Tax Law §1210(i)(12) presently authorizes Cortland County to adopt and amend local laws, ordinances, or resolutions imposing taxes at a rate which is one percent additional to the three percent rate authorized for the county for a period beginning September 1, 1992 and ending November 30, 2023, AND

WHEREAS, in the current economic climate it would create a fiscal hardship for Cortland County if this source of revenue was to expire, and such a loss would result in a substantial burden on County property owners through increased property taxes or loss of essential services, NOW THEREFORE BE IT

RESOLVED, that the Legislature of the County of Cortland does hereby request special legislation be enacted to amend New York State Tax Law §1210(i)(12), extending the expiration date from November 30, 2023 to November 30, 2025, AND BE IT FURTHER

RESOLVED, that the Clerk of the Legislature is hereby directed to provide certified copies of this Resolution to New York State Senator Lea Webb and New York State Assemblymember Anna Kelles in order to request the introduction of Home Rule Legislation regarding this matter.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

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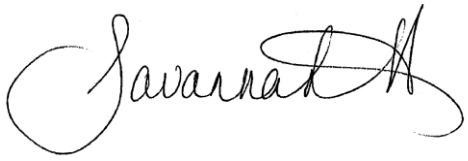

Clerk of the Cortland County Legislature

ON MOTION OF GEORGE WAGNER **RESOLUTION NO. 80-23**

Designate Additional Bank Depository 2023

WHEREAS, County Law Section 212 and General Municipal Law Section 10 requires that the Cortland County Legislature designate one or more banks or trust companies for the deposit of public funds received by the County Treasurer, AND

WHEREAS, such designation must specify the maximum amount which may be kept on deposit at any time in each bank designated by the Cortland County Legislature, AND

WHEREAS, New York State is changing the centralized bank for adoption subsidies to JPMorgan Chase & Co., NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby adds as a designated bank for the deposit of public funds received by the County Treasurer and that the County Treasurer is authorized to utilize this institution for said purpose not to exceed maximum amount listed below:

BANK NAME	MAXIMUM AMOUNT
JPMorgan Chase & Co.	$ 2,000,000

, AND BE IT FURTHER

RESOLVED, that collateral agreements, municipal funds protection and bank acknowledgements of the understanding of New York State Municipal and Finance Law be established with said bank.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

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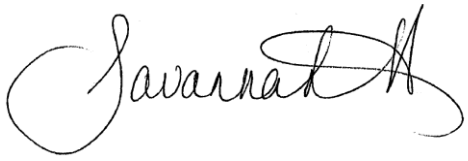

Clerk of the Cortland County Legislature

ON MOTION OF GEORGE WAGNER **RESOLUTION NO. 81-23**

Authorize First Quarter 2023 Sales Tax Distribution - Finance

WHEREAS, the Cortland County Legislature adopted Resolution No. 221-18, which provides for the distribution of sales tax from the County to local municipalities, AND

WHEREAS, the sales tax sharing agreement provides for the deduction directly from the gross sales tax distribution received from the State of New York a fixed sum of $1,500,000 for County purposes, with the remaining balance of the revenues to be distributed for use by the County, City of Cortland, and the various municipalities within Cortland County, AND

WHEREAS, the gross deduction for County purposes will be provide for quarterly, AND

WHEREAS, the 2023 first quarter sales tax information has been provided by the New York State Comptroller's Office showing a total collection for first quarter 2023 to be $9,411,853.01, AND

WHEREAS, the total amount available for distribution is $9,036,853.01, after the direct deduction for County purposes, AND

WHEREAS, individual municipalities by resolution have opted to apply a portion of their sales tax dollars to off-set the property tax levy and that amount ($725,000.00) is to be withheld from the quarterly distribution, AND

WHEREAS, Cortland County receives (54%), or $4,879,900.63 of the total net quarterly distribution, AND

WHEREAS, respective payments are now ready for disbursement, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the County Treasurer or designee to release sales tax payments for the first quarter of 2023 as so stated below from Account No. A19855.54101 in either the form of a county check or by direct bank transfer as per the request of the receiving municipality:

Municipality	Distribution Amount Pre-Tax Credit	Applied Tax Credits	Net Distribution After Tax Credit	Balance Owed Against Tax Credits
Cortland, City of	$1,604,041.41	$-0-	$1,604,041.41	$-0-
Cincinnatus, Town of	$68,865.56	$-0-	$68,865.56	$-0-
Cortlandville, Town of	$789,374.13	$-0-	$789,374.13	$-0-
Cuyler, Town of	$66,500.47	$(28,750.00)	$37,750.47	$-0-
Freetown, Town of	$52,688.71	$-0-	$52,688.71	$-0-
Harford, Town of	$74,384.98	($70,000.00)	$4,384.98	$-0-
Homer, Town of	$271,571.42	$-0-	$271,571.42	$-0-
Homer, Village of	$193,633.02	$-0-	$193,633.02	$-0-
Lapeer, Town of	$105,018.39	($82,500.00)	$22,518.39	$-0-
Marathon, Town of	$80,309.43	$-0-	$80,309.43	$-0-

Marathon, Village of	$41,376.37	$-0-	$41,376.37	$-0-
McGraw, Village of	$35,602.89	$-0-	$35,602.89	$-0-
Preble, Town of	$141,453.76	$-0-	$141,453.76	$-0-
Scott, Town of	$84,121.14	$-0-	$84,121.14	$-0-
Solon, Town of	$78,784.05	$-0-	$78,784.05	$-0-
Taylor, Town of	$43,185.99	($20,000.00)	$23,185.99	$-0-
Truxton, Town of	$102,008.96	($90,000.00)	$12,008.96	$-0-
Virgil, Town of	$257,376.08	($25,000.00)	$232,376.08	$-0-
Willet, Town of	$66,655.62	$-0-	66,655.62	$-0-
Total	$4,156,952.38	($316,250.00)	$3,840,702.38	$-0-

, AND BE IT FURTHER

RESOLVED, that the Cortland County Treasurer or designee is hereby directed to deposit the County's "off the top" sum of $375,000 in the appropriate reserves and accounts as designated in Resolution No. 294-20.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.

Clerk of the Cortland County Legislature

ON MOTION OF GEORGE WAGNER, MAJORITY LEADER AGENDA ITEM NO. 23

Amend Resolution No. 311-21/Amended Cortland County Fund Balance Policy

WHEREAS, Resolution No. 334-04 established a Fund Balance Policy, AND

WHEREAS, Resolution No. 58-17 rescinded Resolution No. 334-04 and reestablished the Fund Balance Policy, AND

WHEREAS, Resolution No. 311-21 rescinded Resolution No. 58-17 and replaced the Cortland County Fund Balance Policy, AND

WHEREAS, Resolution No. 148-22 amended the Cortland County Fund Balance Policy, AND

WHEREAS, the Cortland County Legislature, upon recommendation of the Finance and Administration Committee, would like to amend said Fund Balance Policy, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby amends the Cortland County Fund Balance Policy as attached, AND BE IT FURTHER

RESOLVED, that the attached policy which will become effective upon its adoption by the Cortland County Legislature.

Cortland County
Administrative Policy Manual

Fund Balance Policy

Policy/Procedure Number: 03.006

Modified Date (s): 2004, 1/26/2017 11/18/2021, 5/26/2022, 4/27/2023

Resolution No.: *05-02; 334-04; 58-17; 311-21; 149-22*

Effective Date: 1/26/2017

Next Review: ~~12/31/2022~~12/31/2023

Objective: To establish a fund balance policy to reduce the cost of borrowing for cash flow, offset revenue shortfalls and unexpected expenditures, stabilize taxes and maintain services without budget cutbacks, improve long-term planning initiatives and enhance the County's credit rating.

Reference (All applicable federal, state, and local laws): Chapter 528 of the Laws of 2000; OSC Accounting Bulletins

Legislative Policy Statement:

Responsible Department: County Administrator and Finance Department

General Information: Prior to 2001, the County did not have the legal authority to carryover any unappropriated/unreserved balance. Chapter 528 of the Laws of 2000 provided greater flexibility to local governments and the ability to carryover a "reasonable amount" of unappropriated/unreserved fund balance.

I. Definitions:

Fund Balance: The difference between assets and liabilities reported in a governmental fund. Fund balance is not necessarily the cash balance of the fund. Fund balance is classified into various components defined below based on the limitation placed on the use of funds received. The hierarchy indicates the extent to which a government can use amounts reported in the governmental funds balance sheet.

Non-spendable Fund Balance: Consists of assets that are inherently non-spendable in the current period either because of their form or because they must be maintained intact, including prepaid items, inventories, long-term portions of loans receivable, financial assets held for resale and principal of endowments.

Restricted Fund Balance: Consists of amounts that are subject to externally enforceable legal purpose restrictions imposed by creditors, grantors, contributors or laws and regulations of other governments; or through constitutional provision or enabling legislation.

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Committed Fund Balance: Consists of amounts that are subject to a purpose constraint imposed by a formal action of the government's highest level of decision-making authority before the end of the fiscal year, and that require the same level of action to remove the constraint.

Assigned Fund Balance: Consists of amounts that are subject to a purpose constraint that represents an intended use established by the government's highest level or decision-making authority, or by their designated body or official. The purpose of the assignment must be narrower than the purpose of the General Fund and, in funds other than the General Fund, represents the residual amount of fund balance.

Unassigned Fund Balance: In the General Fund, unassigned fund balance represents the residual difference between assets and liabilities after all other fund balance classifications have been determined and could report a surplus or deficit. In funds other than the General Fund, the unassigned classification should be used only to report a deficit balance resulting from overspending for specific purposes for which amounts had been restricted, committed or assigned.

II. Policy:

Fund Balance Policy for the General Fund

For the General Fund, unassigned fund balance is the only portion of fund balance that is not reserved or committed for specific purposes and is, therefore, considered "discretionary." Setting a target level for unassigned fund balance in the General Fund and determining a mechanism of adjustment when the amount is above or below that threshold upholds the fiduciary responsibility the Legislature takes when collecting taxpayer dollars.

This policy will require that the unassigned fund balance in the General Fund be ~~13~~16% of the current fiscal year's General Fund original appropriations budget. This represents a reservation of 1-3 months of expenditures.

Should the level of unassigned General Fund fund balance exceed the ~~13~~16% threshold, the County Administrator and Director of Finance are directed to create a plan, subject to approval by the Legislature, to distribute the excess funds.

Should the level of unassigned General Fund fund balance not meet the ~~13~~16% threshold, the County Administrator and Director of Finance are directed to create a plan, subject to approval by the Legislature, to reduce spending and/or increase revenue in order to meet the threshold.

Fund Balance Policy for the County Road Fund

Expenditures in the County Road Fund consist of large capital projects for roads, bridges and culverts. As such, a percentage of appropriations for this fund would be insufficient in the case of

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an "emergency." The Legislature has determined that a $1,000,000 threshold for the County Road assigned fund balance would be more appropriate.

Once the threshold level is attained, amounts above that level are to be used within the next fiscal year to make road, bridge or culvert improvements/replacements/repairs; or to be "returned" to the taxpayers by reducing the appropriation to the County Road Fund from the General Fund in the following year's budget.

Fund Balance for the Road Machinery Fund

Expenditures in the Road Machinery Fund consist of purchases for equipment and vehicles with high costs attached. As such, a percentage of appropriations for this fund would be insufficient in the case of an "emergency." The Legislature has determined that a $750,000 threshold for the Road Machinery Fund assigned fund balance would be more appropriate.

Once the threshold level is attained, amounts above that level are to be placed in a capital reserve for equipment and capital projects.

Fund Balance for the Self-Insured Employee Benefit Fund

Expenditures in the Self-Insured Employee Benefit Fund consist of administration fees and payments to employees and benefit providers for health, dental and vision benefits. As such, a percentage of appropriations for this fund would be insufficient in the case of an "emergency." The Legislature has determined that 10% of the 5 previous fiscal year average of expenditures.

Should the level of unassigned Self-Insured Employee Benefit Fund fund balance exceed the 10% threshold, the County Administrator and Director of Finance are directed to create a plan, subject to approval by the Legislature, to distribute the excess funds.

Should the level of unassigned Self-Insured Employee Benefit Fund fund balance not meet the 10% threshold, the County Administrator and Director of Finance are directed to create a plan, subject to approval by the Legislature, to reduce spending and/or increase revenue in order to meet the threshold.

Fund Balance for the Solid Waste Fund

The Solid Waste Fund is an enterprise fund accounting for all landfill and recycling activities. This fund is to be self-sufficient, meaning all expenses are to be covered by revenues collected without any outside help from other funds. Expenses in this fund consist of daily operation costs and debt service.

This policy will require that the unassigned fund balance in the Solid Waste Fund be 25% of the current fiscal year's Solid Waste Fund original appropriations budget. This represents a reservation

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of 3 months of expenditures. For purposes of this calculation, unassigned fund balance would be calculated as current assets less current liabilities.

Once the threshold level is attained, amounts above that level are to be placed in the Landfill Equipment Reserve.

III. Procedure:

Fund balances will be calculated twice a year, once in July, based on estimated year-end amounts and once at year-end based on actual, audited information.

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ON MOTION OF KEVIN FITCH **RESOLUTION NO. 82-23**

Amend 2023 Budget/Authorize Agreement for Outside Counsel

WHEREAS, there is a need for outside counsel for a pending litigation matter, AND

WHEREAS, the Cortland County Legislature authorized the County Administrator to pursue outside counsel for matters discussed in executive session at the October 27, 2022 Legislative Session, AND

WHEREAS, the Cortland County Legislature feels that it is in the best interest of the County to enter into an agreement with the law firm of Harter, Secrest & Emery, LLP to advise the County further on pending litigation, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature authorizes the Chair of the Cortland County Legislature, upon review of County Attorney or designee, to enter into an agreement with Harter, Secrest & Emery, LLP for a cost not to exceed $30,000, AND BE IT FURTHER

RESOLVED, the Cortland County Legislature be and hereby authorizes payment of said legal services up to the amount of $30,000; with said services charged against account A10105.54055, AND BE IT FURTHER,

RESOLVED, that the Cortland County Legislature be and hereby authorizes payment for previous legal services provided by Harter, Secrest & Emery, LLP regarding said pending litigation matter in the amount of $13,470, AND

RESOLVED, that the 2023 Cortland County Budget be amended as follows:

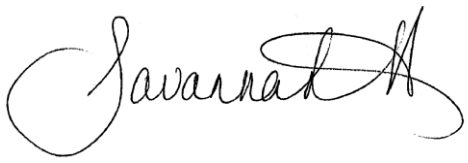
Increase:

A359900	Appropriated Fund Balance	$43,470
A10105.54055	Professional Services	$43,470

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 27th day of April, 2023and that the same is a correct and true transcript of such actions taken.

IN WITNESS WHEREOF I have hereunto set my hand and the official seal of the CORTLAND COUNTY LEGISLATURE, this 27th day of April, 2023.



Clerk of the Cortland County Legislature