



Cortland County Legislature

Legislative Session

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

~ Minutes ~

Thursday, July 22, 2021

6:00 PM

Board Room

Salute to the Flag

Public Hearings

1. Adopt Local Law "F" of 2021, Amending Law No. 9 for the Year 2016 Which Established a Plan of Mutual Self-Insurance for Workers' Compensation; Amend Rules and Regulations and Apportionment

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

2. Authorize the Possible Submission of One or More Community Development Block Grant (CDBG) CARES ACT Application

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

Call to Order

The meeting was called to order at 6:07 PM by Chairman Paul Heider

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	Excused	
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	Legislator	Present	
Linda Jones	Cortland County, NY	Legislator	Present	

Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Excused	
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	Present	
George Wagner	Cortland County, NY	Majority Leader	Excused	
Paul Heider	Cortland County, NY	Chairman	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Francis J. Casullo	Cortland County, NY	County Attorney	Present	
Scott Roman	Cortland County, NY	Director of Emergency Response and Communications	Present	
Charles Sudbrink	Cortland County, NY	Superintendent of Highways	Present	
Trisha Jesset	Cortland County, NY	Planning Director	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Lisa Perfetti	Cortland County, NY	Public Health Director	Present	
Nicole Anjeski	Cortland County, NY	Deputy Director of Public Health	Present	
Kristen Monroe	Cortland County, NY	Commissioner of Social Services	Present	
Sharon MacDougall	Cortland County, NY	Director of Community Services	Present	
Fred Forbes	Town of Homer	Supervisor	Present	
Bill McGovern	Village of Marathon	Mayor	Present	
Steve Furlin	Town of Solon	Supervisor	Present	
Lloyd Sutton	Town of Truxton	Supervisor	Present	
Gary Mead	Cortland County, NY	Resident	Present	
Linda Mead	Cortland County, NY	Resident	Present	
Thomas Gobel	Cortland County, NY	Resident	Present	
Gus Wehbe	Cortland County, NY	Resident	Present	
John Carroll	Cortland County, NY	Resident	Present	

Valerie Puma	Cortland Standard	Reporter	Present	
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Roll Call

Approval of Minutes

1. Cortland County Legislature - Legislative Session - Jun 24, 2021 6:00 PM

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

Proclamations & Recognitions

1. Cortland County Retiree Proclamation

RESULT:	ANNOUNCED
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Privilege of the Floor

Presentation of Petitions, Communications, and Notice

Receive and File

1. 2021 State of the County Address

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

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 – Appoint Members - Cortland County Planning Board

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

ON MOTION OF HEIDER

RESOLUTION NO. 169-21

Appoint Members - Cortland County Planning Board

WHEREAS, the terms of current members of the Cortland County Planning Board will be expiring on June 30, 2021, AND

WHEREAS, Amy Bertini and Charles Feiszli have expressed interest in being reappointed to the Cortland County Planning Board, AND

WHEREAS, Article III of the Cortland County Planning Board by-laws state vacancies shall be filled by appointment by the Legislature in accordance with Section 1 of Article III of said by-laws, AND

RESOLVED, that the following be and hereby are appointed to the Cortland County Planning Board for the terms as provided below:

Name	Address	Municipality	Term Expiration
Charles Feiszli	27 N. Church Street Cortland, NY 13045	City of Cortland	6/30/2025
Amy Bertini	6174 Little York Lake Road Little York, NY 13087	Town of Preble	6/30/2025

Referred from Building & Grounds Committee

AGENDA ITEM NO. 2 – Adopt Cortland County Weapons Policy

RESULT:	ADOPTED [12 TO 2]
MOVER:	Beau Harbin, Minority Leader
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Heider, Eccleston
NAYS:	Linda Jones, Joseph Nauseef
EXCUSED:	Ronald J. Van Dee, Kelly L. Fairchild-Preston, George Wagner

ON MOTION OF HARBIN

RESOLUTION NO. 170-21

Adopt Cortland County Weapons Policy

WHEREAS, it has been deemed necessary that the Cortland County Legislature must place restrictions on the bearing and possession of firearms and other deadly weapons or instruments by individuals while entering into and being present in buildings owned, leased, and/or operated by the County of Cortland, NOW THEREFORE BE IT

RESOLVED, that the County of Cortland Buildings Weapons Policy is hereby adopted by Cortland County Legislature and that said policies and procedures become effective immediately.

Referred from Highway Committee

AGENDA ITEM NO. 3 – Authorize Use of American Rescue Plan Funds for Rehabilitation of County Roads - Highway Department

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

ON MOTION OF NEWELL

RESOLUTION NO. 171-21

Authorize Use of American Rescue Plan Funds for Rehabilitation of County Roads - Highway Department

WHEREAS, the Federal American Rescue Plan has allocated over \$9,000,000 to Cortland County, AND

WHEREAS, due to the COVID-19 pandemic, many County Highway road rehabilitation projects had to be postponed or cancelled, AND

WHEREAS, it would be in the best interest of Cortland County residents to improve County roads, AND

WHEREAS, the Federal Aid Allocation Citizen's Advisory Committee recommends the use of American Rescue Plan funds for the County Highway road rehabilitation projects, NOW THEREFORE BE IT

RESOLVED, that \$300,000 be allocated to the County Road budget for 2021 and \$300,000 be allocated to the County Road budget in 2022, to be reimbursed by the anticipated Federal American Rescue funds, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature amends the 2021 budget as follows:

Increase: Account D51125.54077.ARP	Construction & Main	\$250,000
Increase: Account D51105.54077.07	Const/Main Hot Patch	\$50,000
Increase: Account D99015.45031.ARP	Interfund Transfer	\$300,000
Increase Account A99015.99014.ARP	Interfund Transfer	\$300,000
Increase Account A359900	Appropriated Fund Bal	\$300,000

, AND BE IT FURTHER

RESOLVED, that the County General Fund be reimbursed for the cost of this project upon receipt of the Federal American rescue plan funds.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 4 – Amend 2021 Budget/Abolish Child Psychiatrist Position/Authorize Contract InnovaTel Telebehaviorial Health Psychiatrist - Mental Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 172-21

**Amend 2021 Budget/Abolish Child Psychiatrist Position/Authorize Contract InnovaTel
Telebehaviorial Health Psychiatrist - Mental Health Department**

WHEREAS, the Cortland County Mental Health Department has accepted the resignation of the Part-Time Child Psychiatrist effective July 23, 2021, AND

WHEREAS, the Mental Health Department is in need of a child psychiatrist to serve its population and support clinical and medical staff, AND

WHEREAS, recruitment efforts for the position of Child Psychiatrist have been unsuccessful, AND

WHEREAS, it would be in the best interest of the County to provide these services through an outside vendor, AND

WHEREAS InnovaTel is among those providing remote Telebehaviorial Health services with psychiatrists for outpatient treatment and supervision for a period of 47 weeks at an hourly rate of \$220-\$250 per hour, NOW THEREFORE BE IT

RESOLVED, that the Part-Time Child Psychiatrist position be and hereby is abolished effective July 1, 2021, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be and hereby is authorized to enter into an agreement with InnovaTel Telebehaviorial Health for remote Telebehaviorial Health services, AND BE IT FURTHER

RESOLVED, that the 2021 budget be amended as follows:

		<u>Budgeted</u>	<u>Decrease</u>	<u>Adjusted Budget</u>
A43105.51010.4200	Personal Services	\$ 101,147.28	\$ (53,376.93)	\$ 47,770.35
A43105.58020.4200	Retirement	14,160.62	(7,472.77)	6,687.85
A43105.58030.4200	FICA	7,737.77	(4,286.44)	3,451.33
A43105.58040.4200	Workers' Compensation	995.00	(497.50)	497.50
A43105.58060.4200	Health Insurance	18,275.24	(9,137.62)	9,137.62
A43105.58062.4200	Dental Insurance	90.24	(45.12)	45.12
A43105.58065.4200	Vision Benefits	19.60	(9.80)	9.80
		<u>\$ 142,425.75</u>	<u>\$ (74,826.18)</u>	<u>\$ 67,599.57</u>

		<u>Budgeted</u>	<u>Increase</u>	<u>Adjusted Budget</u>
A43105.54615.4200	Contracted Medical Svc	\$ 137,300.00	\$ 74,826.18	\$ 212,126.18

AGENDA ITEM NO. 5 – Authorize Agreement Cortland Transit, Inc. and Multiple Taxi Companies
Serving Cortland County - Area Agency on Aging

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 173-21

**Authorize Agreement Cortland Transit, Inc. and Multiple Taxi Companies Serving Cortland
County - Area Agency on Aging**

WHEREAS, the Area Agency on Aging wishes to enter into contract with Cortland Transit, Inc. and taxi companies serving Cortland County, AND

WHEREAS, the Area Agency on Aging receives state funding to provide transportation to older adults, AND

WHEREAS, the Area Agency on Aging wishes to expand transportation assistance to better serve older adults, AND

WHEREAS, the funding for this agreement is included in the Cortland County 2021 budget for the Area Agency on Aging, 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 execute said agreement, not to exceed \$5,600, to be paid from account A67725-54049-4339.

AGENDA ITEM NO. 6 – Authorize Lease Agreement with Crescent Commons Master Tenant, LLC for
Lease of Property Located at Crescent Commons - Area Agency on Aging

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 174-21

**Authorize Lease Agreement with Crescent Commons Master Tenant, LLC for Lease of Property
Located at Crescent Commons - Area Agency on Aging**

WHEREAS, the Cortland County Area Agency on Aging (Lessee) is in need of leasing property at Crescent Commons, 165 Main St, Suite B2, Cortland, New York, from Crescent Commons Master Tenant, LLC (Lessor) to be used as the Cortland Senior Center for Cortland County residents, AND

WHEREAS, the term of the lease is for five (5) years commencing August 1, 2021 and ending July 31, 2026, AND

WHEREAS, the rent is to be paid in monthly installments of \$2,000.00 per month, or a total of \$24,000 per year, AND

WHEREAS, an additional amount of \$200.00 per month for all utilities is assessed, also to be paid monthly, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized and directed to sign a lease with Crescent Commons Master Tenant, LLC and authorizes the Cortland County Treasurer's office to release funds accordingly.

AGENDA ITEM NO. 7 – Authorization to Provide Senior Centers Grants - Area Agency on Aging

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 175-21

Authorization to Provide Senior Centers Grants - Area Agency on Aging

WHEREAS, the recent COVID-19 pandemic has forced the closing of our senior centers centrally controlled and staffed by the Cortland County Area Agency on Aging, AND

WHEREAS, these closings provided an opportunity to make a more direct investment in, and consequently better serve, our aging adult population by empowering them to become active leaders and participants in creating, directing and managing those activities best suited to the needs of the local communities in which they reside, AND

WHEREAS, the Cortland County Legislature is desirous of establishing a grant program for, and with, municipalities, community, not-for-profits and/or faith-based organizations to provide meeting places, activities, and outreach for the County's aging adult population, AND

WHEREAS, Cortland County Area Agency on Aging has developed a grant program, the Local Aging Adult Satellite for Services (LASS) and accompanying grant application process, to disburse County funds which will enable and support such activities in a manner tailored and targeted to local areas and their aging adult residents throughout the County, AND

WHEREAS, this grant funding will be awarded based on a completed LASS grant application submitted by the municipality, community, not-for-profits and/or faith-based organizations which successfully fulfills both the program and review process criteria outlined in the grant application, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or his/her designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract(s) with the awarded agency(ies) with a total LASS program award not to exceed \$100,000.

AGENDA ITEM NO. 8 – Amend 2021 Budget/Accept Funds American Rescue Plan for Family Caregiver Support Program - Area Agency on Aging

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 176-21

**Amend 2021 Budget/Accept Funds American Rescue Plan for Family Caregiver Support Program -
Area Agency on Aging**

WHEREAS, the New York State Office for the Aging has made available the sum of \$22,124 under the American Rescue Plan for Family Caregiver Support Program, for the period April 1, 2021 through September 30, 2024, AND

WHEREAS, these funds are to be used for COVID disaster relief services, NOW THEREFORE
BE IT

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

INCREASE:

Revenue:	A677244.44772.4332	Federal Aid - Title III	\$22,124
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Expenses:	A67725.54055.4332	Professional Services	\$22,124
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, 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 – Award Bid/Authorize Agreement - Transportation of Children with
Disabilities-Health Department/Children with Special Needs - Health Department**

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 177-21

**Award Bid/Authorize Agreement - Transportation of Children with Disabilities-Health
Department/Children with Special Needs - Health Department**

WHEREAS, the County of Cortland is responsible for providing transportation for children with disabilities (ages birth through 5 years) for therapy and program participation, AND

WHEREAS, the County issued a Request for Proposal (RFP) on June 10, 2021 for transportation of children with disabilities for the 2021-2023 contract years, AND

WHEREAS, all proposals were solicited in accordance with County policy, AND

WHEREAS, one proposal was received and the contractor meets all of the County's requirements, AND

WHEREAS, the funding for this agreement is available in account number A40465.54800.PREK, NOW THEREFORE BE IT

RESOLVED, that the contract for transportation of children with disabilities for the 2021-2023 contract years be awarded to First Transit Inc., 600 Vine Street, Suite 1400, Cincinnati, OH, 45202, AND BE IT FURTHER

RESOLVED, the Legislature authorizes the County Administrator, upon review and approval of the County Attorney or designee, to enter into an agreement with First Transit Inc., 600 Vine Street, Suite 1400, Cincinnati, OH, 45202 for the two-year period of October 1, 2021 through September 30, 2023, with an optional one year extension.

AGENDA ITEM NO. 10 – Authorize Agreement/Accept Funds Integrated Cancer Services Program - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 178-21

Authorize Agreement/Accept Funds Integrated Cancer Services Program - Health Department

WHEREAS, the New York State Department of Health has awarded the Cortland County Health Dept. a total of \$600,000 for the contract term of 10/1/2020-9/30/2023 to be the lead agency for the three County Cancer Services Program, Breast, Cervical & Colorectal Cancer Partnerships which includes Tompkins and Cayuga Counties and provides screenings and education, AND

WHEREAS, for the period of 10/1/2020-9/30/2021, \$200,000 has been awarded to the Cortland County Health Department, AND

WHEREAS, \$80,986 of these funds have already been allocated in the County Budget, AND

WHEREAS, that the finds in the 2021 County Budget will be amended as follows:

<u>Increase Revenue:</u>	<u>Current</u>	<u>Increase</u>	<u>Balance</u>
A40105.43450.20CSC CA SVC	\$80,986	\$119,014	\$200,000
<u>Increase/Decrease Expense</u>	<u>Current</u>	<u>Inc/(Dec)</u>	<u>Balance</u>
A40105.51005.20CSC PERSONAL SERV	\$52,283	(\$2,874)	\$49,409
A40105.54000.20CSC TELEPHONE	\$158	\$292	\$450
A40105.54005.20CSC OFFICE SUPPLIES	\$200	\$1,006	\$1,206
A40105.54020.20CSC POSTAGE	\$100	-0-	\$100
A40105.54045.20CSC TRAVEL	\$200	\$1,480	\$1,680
A40105.54048.20CSC PROGRAM SUP	\$3,685	\$2,715	\$6,400
A40105.54060.20CSC LEGAL ADV	\$1,000	\$106,420	\$107,420
A40105.54213.20CSC COPIER	\$270	\$80	\$350
A40105.58020.20CSC RETIREMENT	\$7,320	\$585	\$7,905

A40105.58030.20CSC	FICA	\$4,000	-0-	\$4,000
A40105.58040.20CSC	WRKS COMP	\$1,995	\$120	\$2,115
A40105.58060.20CSC	HEALTH INS	\$9,665	\$9,190	\$18,855
A40105.58062.20CSC	DENTAL INS	\$90	-0-	\$90
A40105.58065.20CSC	VISION CARE	\$20	<u>-0-</u>	\$20
			\$119,014	

, AND BE IT FURTHER

RESOLVED, that the County Administrator, 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 sign an agreement with New York State Department of Health to accept these funds, 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 – Authorize Agreement with Salvation Army for Warming Center - Department of Social Services

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 179-21

Authorize Agreement with Salvation Army for Warming Center - Department of Social Services

WHEREAS, the NYS Office of Temporary and Disability Assistance has committed to fully reimbursing all counties for costs related to regulatory requirements of 18NYCRR Section 304.1 titled Protection of Vulnerable Homeless Persons, otherwise referred to as “Code Blue” to provide shelter during inclement weather when air temperatures are at or below 32 degrees Fahrenheit, AND

WHEREAS, the Salvation Army has the expertise in congregate care operations to provide a warming center to assist Cortland County in complying with the requirements of Code Blue regulations, AND

WHEREAS, the \$165,000.00 in funding needed for this Agreement is provided through a State plan and will be paid from Account A60105.54800.4696 titled Admin – Code Blue and the revenue will be posted in Account A601043.43689.469, NOW THEREFORE BE IT

RESOLVED, the County Administrator, upon review and approval by the County Attorney or designee, be and hereby is authorized to sign an Agreement for the time period of November 1, 2021 through April 30, 2022 with the Salvation Army in an amount not to exceed \$165,000.

AGENDA ITEM NO. 12 – Appoint Member Cortland County Board of Health - Health Department

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

ON MOTION OF BISCHOFF

RESOLUTION NO. 180-21

Appoint Member Cortland County Board of Health - Health Department

WHEREAS, New York State Regulation requires that the County Legislature choose the medical members of the Board of Health from a list of physicians submitted by the County Medical Society, AND

WHEREAS, New York State Regulation requires that the County Legislature appoint at-large representative members of the Board of Health, AND

WHEREAS, the term of Marie Walsh on the Cortland County Board of Health expires on June 30, 2021, NOW THEREFORE BE IT

RESOLVED, that Susan Williams, 10 Kennedy Parkway, Cortland, NY 13045 be and hereby is appointed to said Board as an At-Large member, for a six (6) year term beginning on July 1, 2021 and ending December 31, 2027.

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 13 – Authorize Negative Declaration of Environmental Impact Under State Environmental Quality Review (SEQR) for Consolidated Agricultural District 2021-2029 - Planning Department

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

ON MOTION OF FITCH

RESOLUTION NO. 181-21

Authorize Negative Declaration of Environmental Impact Under State Environmental Quality Review (SEQR) for Consolidated Agricultural District 2021-2029 - Planning Department

WHEREAS, Article 25-AA, Section 303 (a) of the Agriculture and Markets Law, states that the County Legislature shall review any agricultural district created eight years after the date of the creation and every eight years thereafter, AND

WHEREAS, having reviewed the criteria contained in 6NYCRR, Section 617.7, Cortland County finds that there will be no significant adverse environmental impact resulting from the modification of this district, AND

WHEREAS, it is the County's intent to support meaningful local farmland protection, encourage active farming on viable agricultural lands and strengthen current developmental patterns to reflect a rural lifestyle, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or

designee, be and hereby is authorized to sign a Declaration of Environmental Impact under State Environmental Quality Review stating that there will be no significant adverse environmental impact resulting from the modification and adoption of the Cortland County Consolidated Agricultural District.

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 14 – Renew Agreement with Rural Law Center for Indigent Defense Appeals - Assigned Counsel

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

ON MOTION OF PRICE

RESOLUTION NO. 182-21

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

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

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

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

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

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

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

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

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

ON MOTION OF PRICE

RESOLUTION NO. 183-21

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

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

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

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

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

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

AGENDA ITEM NO. 16 – Accept Federal Government Surplus Real Property - FAA Tower Site – 3350 South Hill Road, Cortlandville – Department of Emergency Response and Communications

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

ON MOTION OF PRICE

RESOLUTION NO. 184-21

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

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

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

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

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

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

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

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

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

AGENDA ITEM NO. 17 – Amend 2021 Budget to Accept 2020 Public Safety Answering Points Operations Grant and Authorize Agreement - Department of Emergency Response & Communications

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

ON MOTION OF PRICE

RESOLUTION NO. 185-21

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

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

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

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

RESOLVED, that the 2021 budget is amended as follows:

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

, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney

or her designee and subject to appropriation of funding, be and hereby is authorized to sign the grant contract with the New York State Department of Homeland Security and Emergency Services at an amount not to exceed \$188,819, AND BE IT FURTHER

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

AGENDA ITEM NO. 18 – Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant and Authorize Agreement -Department of Emergency Response & Communication

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

ON MOTION OF PRICE

RESOLUTION NO. 186-21

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

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

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

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

RESOLVED, that the 2021 budget is amended as follows:

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

, AND BE IT FURTHER

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

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

AGENDA ITEM NO. 19 – Abolish Keyboard Specialist/Create Information Processing Clerk - Assigned Counsel

RESULT:	ADOPTED [12 TO 2]
MOVER:	Sandra Price, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Heider, Eccleston
NAYS:	Linda Jones, Joseph Nauseef
EXCUSED:	Ronald J. Van Dee, Kelly L. Fairchild-Preston, George Wagner

ON MOTION OF PRICE

RESOLUTION NO. 187-21

Abolish Keyboard Specialist/Create Information Processing Clerk - Assigned Counsel

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

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

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

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

Referred from Government Operations Committee

AGENDA ITEM NO. 20 – Adopt of Rules of Order - Cortland County Legislature

	Votes	AYE	NAY	Total
Bentley (LD1)	2744	1		2744
Bischoff (LD3)	2743	1		2743
Eccleston (LD17)	3379	1		3379
Fitch (LD8)	2990	1		2990
Harbin (LD2)	2747	1		2747
Homer (LD7)	2743		1	0
Jones (LD9)	2989		1	0
Nauseef (LD12)	2819		1	0
Newell (LD11)	2837	1		2837
Preston (LD10)	2995		1	0
Price (LD14)	3344	1		3344
Stock (LD6)	2740	1		2740
VanDee (LD4)	2743		1	0
Wagner (LD 15)	2734		1	0
Waldbauer (LD13)	2853	1		2853
Wilson (LD5)	2744	1		2744
Heider (16)	3192	1		3192
Total	49336			32313
		Majority	24669	
		2/3rd	32892	

RESULT:	FAILED [11 TO 3]
MOVER:	Susan Wilson, Legislator
SECONDER:	Sandra Price, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Fitch, Newell, Waldbauer, Price, Heider, Eccleston
NAYS:	Ann Homer, Linda Jones, Joseph Nauseef
EXCUSED:	Ronald J. Van Dee, Kelly L. Fairchild-Preston, George Wagner

ON MOTION OF WILSON

RESOLUTION NO.

Adopt of Rules of Order - Cortland County Legislature

WHEREAS, Local Law No. 2 for year 1972, Section 202, Paragraph 5 established that the Cortland County Legislature is empowered to enact rules governing the conduct of the members at its sessions and the manner of transacting business thereat, AND

WHEREAS, County Law Section 153[8] empowers the County Legislature to determine the rules of its own proceedings, AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 391-20 revising said Rules, AND

WHEREAS, the Government Operations Committee has reviewed and approved the recommended changes to the Rules of Order, NOW THEREFORE BE IT

RESOLVED, that the "Rules of Order for the Cortland County Legislature" are hereby adopted, AND BE IT FURTHER

RESOLVED, that all resolutions, which amend, repeal or in any manner affect these rules shall include proper reference to section, subsection or paragraph to maintain an orderly codification of these rules, AND BE IT FURTHER

RESOLVED, that the rules shall be published on the Cortland County website, AND BE IT FURTHER

RESOLVED, that this resolution shall take effect July 23, 2021.

AGENDA ITEM NO. 21 – Authorize Agreement Burke Group for Department Heads, Management Employees and Management/Confidential Employees Salary Review and Analysis - Cortland County Legislature

RESULT:	ADOPTED [12 TO 2]
MOVER:	Susan Wilson, Legislator
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Heider, Eccleston
NAYS:	Linda Jones, Joseph Nauseef
EXCUSED:	Ronald J. Van Dee, Kelly L. Fairchild-Preston, George Wagner

ON MOTION OF WILSON

RESOLUTION NO. 188-21

Authorize Agreement Burke Group for Department Heads, Management Employees and Management/Confidential Employees Salary Review and Analysis - Cortland County Legislature

WHEREAS, the Cortland County Legislature wishes to review the salaries of the County's

Department Heads, Management Employees and Management/Confidential Employees, AND

WHEREAS, the Cortland County Legislature's Government Operations Committee has determined that there is a need for expertise to evaluate said salaries, AND

WHEREAS, the Cortland County Legislature is desirous of entering into an agreement with the Burke Group to provide contractual services to the County to perform the above referenced analysis of the salaries of the County's Department Heads, Management Employees and Management/Confidential Employees, AND

WHEREAS, the funding for this agreement is available in account number A10105.54055, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to execute an agreement with the Burke Group to provide the above referenced services for an amount not to exceed \$8,250.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 22 – Adopt Local Law "F" of 2021, Amending Law No. 9 for the Year 2016 Which Established a Plan of Mutual Self-Insurance for Workers' Compensation; Amend Rules and Regulations and Apportionment

RESULT:	ADOPTED [12 TO 2]
MOVER:	Mitchel Eccleston, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Heider, Eccleston
NAYS:	Linda Jones, Joseph Nauseef
EXCUSED:	Ronald J. Van Dee, Kelly L. Fairchild-Preston, George Wagner

ON MOTION OF ECCLESTON

RESOLUTION NO. 189-21

Adopt Local Law "F" of 2021, Amending Law No. 9 for the Year 2016 Which Established a Plan of Mutual Self-Insurance for Workers' Compensation; Amend Rules and Regulations and Apportionment

WHEREAS, Cortland County adopted Local Law No. 1 of 1956 establishing a plan of self-insurance as provided for under Article 5 of the New York State Workers' Compensation Law, AND

WHEREAS, various amendments and enactments to the original law have occurred, AND

WHEREAS, the County and all participants in the plan have secured workers' compensation insurance from a third-party as of January 1, 2020, AND

WHEREAS, the claims and liabilities incurred by the plan during its active operation are in run-off, AND

WHEREAS, the County and all participants desire to address the provision of workers' compensation insurance, and the payment and allocation of the liabilities and termination of the plan of self-insurance, AND

WHEREAS, the proposed local law has been on Legislators' desks for the required seven days, and a Public Hearing was held July 22, 2021, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby adopts Local Law "F" of 2021 as follows:

WHEREAS, Cortland County adopted Local Law No. 1 of 1956 establishing a plan of self-insurance as provided for under Article 5 of the New York State Workers' Compensation Law, AND

WHEREAS, the Cortland County Legislature wishes to codify and amend the plan to address the provision of workers' compensation insurance, and the payment and allocation of the liabilities and termination of the plan of self-insurance, NOW THEREFORE BE IT ENACTED, by the County Legislature of the County of Cortland, as follows:

Section 1. Created.

The plan of self-insurance previously created by Cortland County as provided for in Article 5 of the Workers' Compensation Law known as the Cortland County Self-Insured Workers' Compensation Plan (the "Self-Insured Plan") is hereby continued to operate in run-off until terminated, as prescribed herein.

The Cortland County Group Insurance Program (the "Group Insurance Program") is hereby created to provide workers compensation insurance to its participants on a group basis as of January 1, 2020 and continuing into the future until discontinued.

Section 2. Administration.

The Self-Insured Plan and the Group Insurance Program shall be administered by the County Administrator or his/her designee (the "Administrator") and overseen by the applicable jurisdictional Legislative Committee.

- A. The Administrator reserves the right to RFP and select the Third Party Administrator (TPA) for the Self-Insured Plan.
- B. The Administrator reserves the right to RFP for Group Insurance; Plan participants, by weighted vote, shall select the TPA or insurer for the Group Insurance Plan.

Section 3. Self-Insured Plan in Run-Off.

- A. Participation in the Self-Insured Plan.

Each participant in the Self-Insured Plan as of December 31, 2019, shall continue as a participant unless and until such participant withdraws or the Self-Insured Plan is terminated, as provided herein.

- B. Withdrawal from the Self-Insured Plan.

A participant in the Self-Insured Plan may withdraw therefrom at the beginning of the next ensuing calendar year by filing with the Clerk of the County Legislature on or before the 31st day of July of any year a certified copy of a resolution of its governing body electing to withdraw from the Self-Insured Plan, upon condition that such participant shall pay prior to the date of withdrawal, in a lump sum, its estimated share of the outstanding liabilities of the plan. The outstanding liabilities of the Self-Insured Plan shall include the total of all claims, costs and expenses projected to be incurred (including those not yet reported) by the plan until termination. The estimated share of the withdrawing participant shall be consistent with the most recent actuarial report.

The Director of Finance, with the approval of the County Legislature may permit said payment to be made in installments, subject to interest at the prime rate prevailing at the time of withdrawal

(as reported in the Wall Street Journal). Installment plans may not exceed two years, and withdrawal shall be effective upon receipt of the final installment payment.

C. Termination of the Self-Insured Plan.

Upon satisfaction of all liabilities, the Self-Insured Plan will terminate. Satisfaction of all liabilities may occur either upon settlement or closure of all claims and payment of all costs and expenses of the Self-Insured Plan or upon the purchase of an Assumption of Loss Policy, loss portfolio transfer or other transaction to transfer all liabilities of the Self-Insured Plan including the payment of all costs and expenses relating to same. Upon satisfaction of all liabilities and termination of the Self-Insured Plan, any funds remaining in the Reserve Fund shall be paid to the participants remaining at the time of termination, in an amount determined in accordance with Section 6.A.

Section 4. Group Insurance Plan.

A. Participation in the Group Insurance Program.

The County may secure Workers' Compensation insurance for itself and participants on a group basis through the Public Employer Risk Management Association, Inc. ("PERMA") or another acceptable insurer. Any participant that is not prohibited from participating pursuant to Section 5.E and satisfies the underwriting criteria of PERMA or such other insurer may secure such Workers Compensation insurance upon approval of plan participants by weighted vote, and execution of a Memorandum of Understanding which outlines the terms of participation.

B. Withdrawal of the Group Insurance Program.

A participant in the Group Insurance Program may withdraw therefrom at the beginning of the next ensuing calendar year by filing with the Clerk of the County Legislature on or before the 31st day of July of any year a certified copy of a resolution of its governing body electing to withdraw. A participant who withdraws from the Group Insurance Program shall remain liable for its share of the cost of insurance through the end of the current premium year.

C. Termination of the Group Insurance Program.

Upon withdrawal of all participants, and payment of all outstanding premiums and other expenses, the Group Insurance Plan shall terminate.

Section 5. Rules and Regulations.

Participants in the Self-Insured Plan and the Group Insurance Program shall be subject to the following standards, conditions, rules and regulations:

- A. Participants shall cooperate fully with the Administrator in the administration of the plan, and shall prepare and file with the Administrator such reports and information as may, from time to time, be requested.
- B. Participants shall promptly furnish all pertinent information relative to any claim, and shall aid in the investigation of any claim as may be required by the County, any insurer, administrator or tribunal.
- C. Fines and penalties imposed on the plan for late filing of reports and forms shall be assessed against and paid by the participant if, in the opinion of the Administrator, the delay is occasioned by the failure or fault of the participant.
- D. Violation of any of the foregoing provisions of this section by any participant shall be punishable by the imposition of a penalty, which shall not exceed \$500.00 for each violation, at the

discretion of the Administrator, or by expulsion from the plan upon a weighted vote of the participant based on the 2019 ratios. Expulsion of a participant shall constitute a withdrawal.

- E. A participant who withdraws or has withdrawn from either the Self-Insured Plan or the Group Insurance Program shall not be permitted to re-enter or participate in the Self-Insured Plan or the Group Insurance Program.

Section 6. Apportionment of Costs.

A. Self-Insured Plan

1. Each participant in the Self-Insured Plan under Section 3 shall pay an annual assessment, based on the prior 3-year averaged claims expense of participants and any additional fees and expenses determined by the Administrator. Apportionment of costs shall be determined by taking the total amount to be assessed and applying the following formula:
 - a. Forty percent (40%) of the total revenue for the Self-Insured Plan shall be generated based upon assessed valuation as of December 31, 2019. Each participant's share shall be calculated by determining the participant's percentage of full value assessment within the plan and multiplying that percentage of full value assessment by the total amount of revenue to be generated. The County's percentage of full value assessment shall only include the full value assessment contained within municipalities participating in the Self-Insured Plan. When calculating the full value assessment of a town, the assessment of a participating village within such town shall be excluded.
 - b. Sixty percent (60%) of the total revenue for the Self-Insured Plan shall be generated based upon claims history as of December 31, 2019. Each participant's share shall be calculated by determining the participant's percentage of the average claims paid for the preceding three (3) years, which average claims paid shall be known as the "experience factor", and multiplying that percentage by the total amount of revenue to be generated.
2. The apportionment of costs shall be subject to the following:
 - a. If a participant's annual assessment exceeds the annual assessment for the previous year, any increase in the assessment from the previous year shall not exceed 5% of the previous year's assessment; and
 - b. If a participant's annual assessment is less than the annual assessment for the previous year, any decrease in assessment from the previous year shall not exceed 10% of the previous year's assessment.

B. Group Insurance Program.

Each participant in the Group Insurance Program shall pay its share of the cost of insurance. Each participant's share shall be calculated as follows:

1. An Individual Premium shall be calculated for each participant based on that participant's payroll and individual modification factor (loss history).
2. A Group Premium shall be calculated based on all participants' payroll and a group modification factor (loss history).
3. An Individual Percentage shall be calculated for each participant as the percentage that its Individual Premium bears to the total sum of all participant's Individual Premiums.
4. Each participant's share of the cost of insurance shall be its Individual Percentage of the Group Premium, or any other premium as determined by the chosen TPA or insurer.

C. Notice and Payment

The Administrator shall notify each participant in writing, not later than December 1st, of the amount of its assessment under Section 6.A, cost of insurance under Section 6.B and contribution to the Reserve Fund under Section 7, and each participant shall pay the County Treasurer the amount so specified in such notice on or before January 31st of the following year.

Section 7. Reserve Fund.

The existing Workers' Compensation Reserve shall continue for the Self-Insured Plan. The maximum balance of such Reserve Fund (without investment earnings) shall be no greater than 125% of the amount projected by the Self-Insured Plan to purchase an Assumption of Loss Policy, loss portfolio transfer or other transaction which transfers all liabilities and terminates the Self-Insured Plan. The Director of Finance shall be required to establish and maintain a separate line item for the sole purpose of tracking the Reserve Fund until such time as the Self-Insured Plan is terminated. The amount of any annual contribution to said Reserve Fund shall be determined by the Administrator's recommendation and will be approved by a weighted vote of the participants, utilizing their 2019 share; each participant's share of that contribution shall be based on its assessment under Section 6.A.

Section 8. Conflicts with Previous Laws; Severability of Provisions; Effective Date.

In the event of a conflict or inconsistency between this local law and any previous local laws or resolutions of the County Legislature, this local law shall govern.

If any clause, sentence, paragraph, subdivision, section or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment, decree, or order shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part thereof directly involved in the controversy in which such judgment, decree or order have been rendered.

This local law shall take effect immediately

AGENDA ITEM NO. 23 – Authorization to Fund Cortland County's Costs for Year One of the Tompkins Cortland Community College Workforce and Career Development Pilot Program

RESULT:	ADOPTED [13 TO 1]
MOVER:	Mitchel Eccleston, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Newell, Nauseef, Waldbauer, Price, Heider, Eccleston
NAYS:	Linda Jones
EXCUSED:	Ronald J. Van Dee, Kelly L. Fairchild-Preston, George Wagner

ON MOTION OF WAGNER

RESOLUTION NO. 190-21

Authorization to Fund Cortland County's Costs for Year One of the Tompkins Cortland Community College Workforce and Career Development Pilot Program

WHEREAS, for the past several years, Tompkins Cortland Community College (TC3) has struggled to remain competitive and financially healthy under a New York State funding formula that is inadequate to meet the needs of community colleges, AND

WHEREAS, the impacts of the Covid-19 pandemic have exacerbated the strain on TC3's budget and enrollment, AND

WHEREAS, the changing economy in Central New York has created a new demographic of older students who are seeking vocational training to enable them to pursue new careers, AND

WHEREAS, TC3 is aware of these economic and demographic changes and the opportunity they present for the college to expand its curriculum and better position itself to attract future students, AND

WHEREAS, TC3 has responded to this opportunity by creating a three-year pilot program to expand its workforce and career development course offerings, beginning in the college's 2021-2022 academic year, AND

WHEREAS, on June 2, 2021, TC3 administrators presented an overview of the pilot program proposal to several members of the Tompkins and Cortland County Legislatures, AND

WHEREAS, all attendees at the June 2 presentation expressed enthusiasm for the program and a willingness to recommend funding, AND

WHEREAS, the cost of the program will be \$200,000 in year one (2021-2022 academic year), \$350,000 in year two (2022-2023 academic year), and \$200,000 in year three (2023-2024 academic year), to be shared by Tompkins and Cortland Counties according to the formula used to determine their sponsorship shares (*i.e.*, 2020-21 is 63% from Tompkins County and 37% from Cortland County), AND

WHEREAS, the year one cost of the workforce development and career pilot program is needed so that the program can begin during the upcoming fall semester, NOW THEREFORE BE IT

RESOLVED, on recommendation of the Finance and Administration Committee, that Cortland County will provide \$74,000 to Tompkins Cortland Community College to pay its share of the year one cost of the College's three-year workforce and career development pilot program, AND BE IT FURTHER

RESOLVED, that the Director of Finance is hereby directed to amend the 2021 budget as follows:

INCREASE:

A62935.54780	Sponsor Contributions	\$74,000
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A359900	Appropriated Fund Balance	\$74,000
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, AND BE IT FURTHER

RESOLVED, that Cortland County's share of the year two and three costs of the College's pilot program will be considered as part of its upcoming budget processes, AND BE IT FURTHER

RESOLVED, that copies of this resolution be sent to Dr. Orinthia Montague, President, Tompkins Cortland Community College; Bill Talbot, Vice-President of Finance and Administration, Tompkins Cortland Community College; and Deborah Dawson, Chair of the Budget, Capital and Personnel Committee for the Tompkins County Legislature.

AGENDA ITEM NO. 24 – Adopt 2021-2022 Tompkins Cortland Community College Operating Budget

RESULT:	ADOPTED [12 TO 2]
MOVER:	Mitchel Eccleston, Legislator
SECONDER:	Beau Harbin, Minority Leader
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Heider, Eccleston
NAYS:	Linda Jones, Joseph Nauseef
EXCUSED:	Ronald J. Van Dee, Kelly L. Fairchild-Preston, George Wagner

ON MOTION OF WAGNER

RESOLUTION NO. 191-21

Adopt 2021-2022 Tompkins Cortland Community College Operating Budget

WHEREAS, the Board of Trustees of Tompkins Cortland Community College has presented to this Legislature an Operating Budget for the college fiscal year September 1, 2021 through August 31, 2022, AND

WHEREAS, a public hearing on said budget has been held on July 22, 2021, and heard all persons wishing to speak on this topic, pursuant to notice duly published, NOW THEREFORE BE IT

RESOLVED, that said operating budget in the amount of \$34,319,089.00 be and hereby is approved and adopted, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature include in the Cortland County Budget for the year 2022 an amount to be determined pursuant to a plan for said college adopted by Resolution No. 129 for the year 1966, as amended by Resolution No. 128 and 131 for the year 1971, totaling approximately \$1,855,495 as Cortland County's share of the total Sponsoring Community Contribution of \$4,882,882 to be paid in four payments from account #A24955.54780 after January 1, 2022 as per contractual agreement, AND BE IT FURTHER

RESOLVED, that this resolution shall become effective upon adoption of a concurrent resolution by the Tompkins County Legislature.

AGENDA ITEM NO. 25 – Authorize Renewal of Contract - Property Tax Collection Software - ATC Taxes - Treasurer's Office

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

ON MOTION OF WAGNER

RESOLUTION NO. 192-21

Authorize Renewal of Contract - Property Tax Collection Software - ATC Taxes - Treasurer's Office

WHEREAS, Cortland County currently utilizes real property tax software to track current and delinquent real property tax payments and provide necessary reports for auditing parcel payment status on parcels which have relevies, fees or interest, and support in a timely manner, AND

WHEREAS, the real property tax collection software is the primary tool for the loading, balancing, reporting, and auditing of property tax collection for Cortland County, AND

WHEREAS, following extensive review of the limited alternative real property tax software

utilized within NYS counties and the municipalities within Cortland County, Resolution No. 371-16 authorized a contract with Allen Tunnel Corporation, Binghamton, NY, to replace and convert the real property information as well as provide support services, AND

WHEREAS, the initial contract with this sole-service provider expired on October 31, 2017 and the contract extended per Resolution 195-18 expired December 2020, it is desired to extend the contract period for support and maintenance of this software, AND

WHEREAS, this program is critical for the collection of county, municipal, and school taxes as well as preparation for the real property foreclosure process, AND

WHEREAS, the cost of said contract for the year 2021 is budgeted in the 2021 budget in account A13255.54015 AND

WHEREAS, said cost of contract shall be as follows:

2021 - \$34,950

2022 - \$36,700

2023 - \$36,700, NOW THEREFORE BE IT

RESOLVED that the Cortland County Legislatures authorizes the County Administrator to sign said contract, upon the review and approval of the County Attorney or designee, for real property tax software with Allen Tunnel Corporation, 161 Rosedale Dr., Binghamton, NY 13905 for the years 2021, 2022 and 2023.

AGENDA ITEM NO. 26 – Amend Budget/Authorize Optional Payout of Accumulated Comp Time for Department Heads and Management Employees - County Administrator

RESULT:	ADOPTED [12 TO 2]
MOVER:	Mitchel Eccleston, Legislator
SECONDER:	Cathy Bischoff, Legislator
AYES:	Bentley, Harbin, Bischoff, Wilson, Stock, Homer, Fitch, Newell, Waldbauer, Price, Heider, Eccleston
NAYS:	Linda Jones, Joseph Nauseef
EXCUSED:	Ronald J. Van Dee, Kelly L. Fairchild-Preston, George Wagner

ON MOTION OF WAGNER

RESOLUTION NO. 193-21

Amend Budget/Authorize Optional Payout of Accumulated Comp Time for Department Heads and Management Employees - County Administrator

WHEREAS, the Federal American Rescue Plan has allocated over \$9,000,000 to Cortland County, AND

WHEREAS, due to the COVID-19 pandemic, many County Department Heads and Management employees have accumulated comp time in response to performing essential work throughout the COVID-19 Public Health emergency, AND

WHEREAS, due to the excessive amounts of comp time earned, Department Heads and Management Employees will have a difficult time in using their accumulated time, AND

WHEREAS, the total amount of time accumulated for County Department Heads and Management Employees through June 15, 2021 is approximately 1,750 hours, AND

WHEREAS, the Federal Government has authorized the use of the American Rescue Plan funds to respond to workers performing essential work during the COVID-19 public health emergency, AND

WHEREAS, the Federal Aid Allocation Citizen's Advisory Committee recommends the use of American Rescue Plan funds for the optional payout of accumulated comp time for Department Heads and Management Employees, NOW THEREFORE BE IT

RESOLVED, that the County is authorized to offer Department Heads and Management Employees the opportunity to cash in their accumulated comp time that was accumulated through June 15, 2021, due to the COVID pandemic, at their regular hourly rate, AND BE IT FURTHER

RESOLVED, that the total amount paid out shall not exceed \$75,000, AND

RESOLVED, that the Cortland County Legislature amends the 2021 budget as follows:

Increase: Account A90895.58000.ARP	Other Employee Benefits	\$75,000
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Increase: Account A359900	Appropriated Fund Balance	\$75,000
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, AND BE IT FURTHER

RESOLVED, that the County General Fund be reimbursed for the cost of this project upon receipt of the Federal American Rescue Plan funds.

Announcements

Adjourn



Cortland County Legislature

Legislative Session

Legislative Chambers

Cortland, NY 13045

<http://www.cortland-co.org>

~ Minutes ~

Thursday, June 24, 2021

6:00 PM

Board Room

Salute to the Flag

Call to Order

The meeting was called to order at 6:00 PM by Chairman Paul Heider

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	Legislator	Present	
Linda Jones	Cortland County, NY	Legislator	Present	
Kelly L. Fairchild-Preston	Cortland County, NY	Legislator	Present	
Christopher Newell	Cortland County, NY	Legislator	Remote	6:05 PM
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	Chairman	Present	
Mitchel Eccleston	Cortland County, NY	Legislator	Present	
Lisa Perfetti	Cortland County, NY	Public Health Director	Present	
Nicole Anjeski	Cortland County, NY	Deputy Director of Public Health	Present	
Amy Buggs	Cortland County, NY	Grants Administrator	Present	

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	NY			
Charles Sudbrink	Cortland County, NY	Superintendent of Highways	Present	
Trisha Jesset	Cortland County, NY	Director of Planning	Present	
William McGovern	Village of Marathon	Mayor	Present	
Thomas Gobel			Present	
Valerie Puma	Cortland Standard	Reporter	Present	
Elizabeth Haskins	Cortland County, NY	Director of Area Agency on Aging	Present	
Sharon MacDougall	Cortland County, NY	Director of Community Services	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	
Charles Miller	Cortland County, NY	Buildings and Grounds Supervisor	Present	
John Banewicz	Cortland County, NY	County Treasurer	Present	
Wendy Franklin	Cortland County, NY	Assistant County Attorney	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Remote	
Savannah Hempstead	Cortland County, NY	Deputy Clerk	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	

Roll Call

Approval of Minutes

1. Cortland County Legislature - Legislative Session - May 27, 2021 6:00 PM

RESULT:	ACCEPTED [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

2. Cortland County Legislature - Special Meeting - Jun 16, 2021 6:00 PM

RESULT:	ACCEPTED [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

Proclamations & Recognitions

1. Cortland County Retiree Proclamation

RESULT:	ANNOUNCED
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Privilege of the Floor

Presentation of Petitions, Communications, and Notice

Receive and File

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 – Establish Cortland County Federal Aid Allocation Committee

RESULT:	ADOPTED [12 TO 5]
MOVER:	Paul Heider, Chairman
SECONDER:	Ann Homer, Legislator
AYES:	Bentley, Harbin, Bischoff, Van Dee, Wilson, Fitch, Newell, Waldbauer, Price, Wagner, Heider, Eccleston
NAYS:	Stock, Homer, Jones, Fairchild-Preston, Nauseef

ON MOTION OF HEIDER

RESOLUTION NO. 142-21

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

Establish Cortland County Federal Aid Allocation Committee

WHEREAS, the Federal American Rescue Plan has allocated over \$9,000,000 to Cortland County, AND

WHEREAS, the Federal Government has dictated eligible uses of the funds, which include, but are not limited to: costs associated with responding to the COVID-19 public health emergency, to support workers performing essential work during the COVID-19 public health emergency, to cover revenue losses caused by the COVID-19 public health emergency, to make necessary investments in water, sewer or broadband, assistance to small businesses and non-profits, and aid to impacted, AND

WHEREAS, it would be in the best interest of the County to create a committee to formulate a clear plan for the use of the Federal Aid being received, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby establishes the Cortland County Federal Aid Allocation Committee as of June 25, 2021 with said committee dissolving on December 31, 2021 or unless discharged by a subsequent resolution, AND BE IT FURTHER

RESOLVED the following individuals shall be appointed to the Federal Aid Allocation Citizen's Advisory Committee:

Paul Heider, Chair
Rob Corpora
George Wagner
Sandra Price
Kevin Fitch
Susan Wilson
Christopher Newell
Cathy Bischoff
Beau Harbin

AGENDA ITEM NO. 2 – Appoint Member - Southern Tier East Regional Planning Development Board (STERPDB)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Paul Heider, Chairman
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 HEIDER

RESOLUTION NO. 143-21

Appoint Member - Southern Tier East Regional Planning Development Board (STERPDB)

WHEREAS, a new Director of Planning has been appointed for Cortland County due to the retirement of Dan Dineen, AND

WHEREAS, Cortland County appoints the Director of Planning as a representative to the Southern Tier East Regional Planning Development Board (STERPDB), NOW THEREFORE BE IT

RESOLVED, that the following individual be appointed to STERPDB for the remainder of the current term ending December 31, 2021:

Trisha Jesset	County Planning Director	Term Expires 12/31/21
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Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

AGENDA ITEM NO. 3 – Appoint Members - Cortland County Planning Board

RESULT: PULLED**Next: 7/22/2021 6:00 PM****ON MOTION OF HEIDER****RESOLUTION NO.****Appoint Members - Cortland County Planning Board**

WHEREAS, the terms of current members of the Cortland County Planning Board will be expiring on June 30, 2021, AND

WHEREAS, Amy Bertini and Charles Feiszli have expressed interest in being reappointed to the Cortland County Planning Board, AND

WHEREAS, there is a vacancy on the Cortland County Planning Board due to the resignation of Craig Umbehauer, AND

WHEREAS, Article III of the Cortland County Planning Board by-laws state vacancies shall be filled by appointment by the Legislature in accordance with Section 1 of Article III of said by-laws, AND

RESOLVED, that the following be and hereby are appointed to the Cortland County Planning Board for the terms as provided below:

Name	Address	Municipality	Term Expiration
Charles Feiszli	27 N. Church Street Cortland, NY 13045	City of Cortland	6/30/2025
Amy Bertini	6174 Little York Lake Road Little York, NY 13087	Town of Preble	6/30/2025
Wesley Kryger	2427 Clute Road Cortland, NY 13045	Town of Virgil	6/30/2025

AGENDA ITEM NO. 4 – Appoint Member - Central New York Regional Planning and Development Board

RESULT: ADOPTED [UNANIMOUS]**MOVER:** Paul Heider, Chairman**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 HEIDER**RESOLUTION NO. 144-21****Appoint Member - Central New York Regional Planning and Development Board**

WHEREAS, a new Director of Planning has been appointed for Cortland County due to the retirement of Dan Dineen, AND

WHEREAS, Cortland County appoints the Director of Planning as a representative to the Central New York Regional Planning and Development Board, NOW THEREFORE BE IT

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

RESOLVED, that the following be appointed in conformance with the Central New York Regional Planning and Development Board By-Laws:

Trisha Jesset	County Planning Department Director	Term expires 12/31/21
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AGENDA ITEM NO. 5 – Appoint Members - Agricultural and Farmland Protection Board

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Paul Heider, Chairman
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 HEIDER

RESOLUTION NO. 145-21

Appoint Members - Agricultural and Farmland Protection Board

WHEREAS, Resolution No. 182-93 created the Cortland County Agricultural and Farmland Protection Board, AND

WHEREAS, the Agricultural and Markets Law Section 302 (b) designates appointments are to be made by the Chair of the Legislature, AND

RESOLVED, that the following be and hereby is appointed to the Cortland County Agricultural and Farmland Protection Board for the terms indicated below:

Name	Address/Designation	Capacity	Term to Expire
William Weddle	5249 Route 281 Homer, New York 13077	Farmer	12/31/24
Laura Fox	60 Central Avenue Cortland, New York 13045	Director of Real Property Tax Services	Duration of Term
Trisha Jesset	60 Central Avenue Cortland, New York 13045	Director of Planning	Duration of Term

Referred from Building & Grounds Committee

AGENDA ITEM NO. 6 – Award Bid/Authorize Contract for Parking Lot Sealing and Striping - Buildings and Grounds

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

ON MOTION OF HARBIN

RESOLUTION NO. 146-21

Award Bid/Authorize Contract for Parking Lot Sealing and Striping - Buildings and Grounds

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

WHEREAS, a Request for Proposals (RFP) was issued for the Sealing and Striping of County Owned parking lots

WHEREAS, bids were received from the following:

Company	Address	Amount
Superior Sealcoating	2610 Geiger Road Scipio Center, NY 13147	\$31,680

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that bid be awarded to the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that Superior Sealcoating of 2610 Geiger Road, Scipio Center, New York 13147 is here by awarded the bid for parking lot sealing and striping, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into a contract with Superior Sealcoating of 2610 Geiger Road, Scipio Center, New York 13147 for the sealing and striping of County parking lots.

AGENDA ITEM NO. 7 – Authorize Agreement with Sure Temp Company Inc. for Planned Maintenance Agreement Dwyer Park Pavilion Air Handling System - Buildings & Grounds

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

ON MOTION OF HARBIN

RESOLUTION NO. 147-21

Authorize Agreement with Sure Temp Company Inc. for Planned Maintenance Agreement Dwyer Park Pavilion Air Handling System - Buildings & Grounds

WHEREAS, a request to Sure Temp was made for a 5 year planned maintenance agreement on the new Air Handling equipment installed in the Dwyer Memorial Park Pavilion, AND

WHEREAS, a proposal was received from Sure Temp to service and inspect this equipment for the following cost annually:

2021/22 - \$2,266.16
 2022/23 - \$2,334.14
 2023/24 - \$2,404.17
 2024/25 - \$2,476.29
 2025/26 - \$2,550.58

, AND

WHEREAS, based upon the results of the agreement, the Building and Grounds Committee recommends that this agreement be approved, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into a service agreement with Sure Temp Company Inc., 43 Lake Ave. , Binghamton NY, 13905, for the period July 1st, 2021 through June 30th 2026.

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

AGENDA ITEM NO. 8 – Award Bid/Authorize Contract for IT Server Room Additional A/C Unit- Buildings and Grounds

RESULT: ADOPTED [UNANIMOUS]
MOVER: Beau Harbin, Minority 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 HARBIN

RESOLUTION NO. 148-21

Award Bid/Authorize Contract for IT Server Room Additional A/C Unit- Buildings and Grounds

WHEREAS, a Request for Proposals (RFP) was issued for the addition of a redundant A/C unit to maintain acceptable Server Room temperature, AND

WHEREAS, bids were received from the following:

Company	Address	Amount
Robert L. Kistler Service Corp.	5615 Business Ave. Syracuse, NY 13039	\$96,980
Air Temp Heating & Air Conditioning, Inc.	1165 Front Street Binghamton, NY 13901	\$98,107

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that bid be awarded to the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that Robert L. Kistler Service Corp. of 10425 of 5615 Business Avenue, Syracuse, NY 13039 is hereby awarded the bid for the addition of a redundant A/C unit to maintain acceptable Server Room temperature, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into a contract with Robert L. Kistler Service Corp. of 10425 of 5615 Business Avenue, Syracuse, NY 13039 for the addition of a redundant A/C unit to maintain acceptable Server Room temperature.

AGENDA ITEM NO. 9 – Award Bid for ManageEngine Desktop Central Licensing - Information Technology

RESULT: ADOPTED [UNANIMOUS]
MOVER: Beau Harbin, Minority Leader
SECONDER: Linda Jones, 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. 149-21

Award Bid for ManageEngine Desktop Central Licensing - Information Technology

WHEREAS, a Request for Proposals (RFP) was issued for the acquisition of ManageEngine Desktop Central UEM, AND

WHEREAS, the funding for this acquisition shall be provided through grants, AND

WHEREAS, bids were received from the following:

Company	Address	Amount
Digital Information Services, LLC	10425 Dalebrooke Lane Potomac, Maryland 20854	\$24,551.99
DynTek Services, Inc.	5241 California Avenue, Suite 150 Irvine, CA 92617	\$28.802
AKA Comp Solutions	5875 N. Lincoln Ave. Suite 132 Chicago, IL 60659	\$25,801.92
vPrime Tech, Inc.	1400 Broadfield Blvd., Suite 200 Houston, TX 77084-5162	\$25, 776.62

WHEREAS, based upon the results of the bid, the Building and Grounds Committee recommends that bid be awarded to the lowest responsible bidder, NOW THEREFORE BE IT

RESOLVED, that Digital Information Services, LLC of 10425 Dalebrooke Lane, Potomac, Maryland 20854 is here by awarded the bid for the acquisition of ManageEngine Desktop Central UEM and one year of maintenance, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to enter into a contract with Digital Information Services, LLC, 10425 Dalebrooke Lane, Potomac, Maryland 20854 is here by awarded the bid for the acquisition of ManageEngine Desktop Central UEM and one year of maintenance.

Referred from Highway Committee

AGENDA ITEM NO. 10 – Authorize Memorandum of Understanding - Town & Country Garden Club Herb Garden Rehabilitation - Dwyer Memorial Park

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, Legislator
SECONDER:	Linda Jones, 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. 150-21

Authorize Memorandum of Understanding - Town & Country Garden Club Herb Garden Rehabilitation - Dwyer Memorial Park

WHEREAS, the herb garden at Dwyer Memorial Park is in need of restoration due to deterioration throughout the years, AND

WHEREAS, The Town and Country Garden Club has proposed a restoration project for the herb garden at Dwyer Memorial Park at no cost to the County, AND

WHEREAS, this proposal is to be completed with funds donated to The Town and Country Garden Club, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon and approval by the County Attorney or designee, be and hereby is authorized to execute a Memorandum of Understanding with Town and Country Garden Club to rehabilitate the herb garden at Dwyer Memorial Park.

AGENDA ITEM NO. 11 – Accept Grant, Amend Airport Capital Budget, Award Reconstruction Project and Award Construction Inspection Services for Runway 6-24 Rehabilitation Project - Highway Department/County Airport

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. 151-21

Accept Grant, Amend Airport Capital Budget, Award Reconstruction Project and Award Construction Inspection Services for Runway 6-24 Rehabilitation Project - Highway Department/County Airport

WHEREAS, the Cortland County Airport, as a public-use facility included in the National Plan of Integrated Airport Systems (NPIAS), will receive funding through the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) for Federal Fiscal Year 2021, AND

WHEREAS, the County of Cortland, New York, wishes to continue improvements to the infrastructure of Cortland County through the rehabilitation of runway 6-24 at Cortland County Airport, which is necessary to continue safe operation of aircraft at the airport, AND

WHEREAS, the Cortland County Highway Department advertised a solicitation for bids for the Construction Phase of runway 6-24 rehabilitation project, AND

WHEREAS, the bid proposals were received and opened for this project on January 12, 2021 and the following list constitutes the results of said bid opening:

<u>BIDDER NAME</u>	<u>AMOUNT OF BID</u>
Rifenburg Construction, Inc. 159 Brick Church Road Troy, NY 12180	\$1,634,115.00
Suit-Kote Corporation 1911 Loring Crossing Road Cortland, NY 13045	\$1,753,578.50
Seneca Stone Corporation 2105 S. Broadway Pine City, NY 14871	\$1,800,000.00
Barrett Paving Materials, Inc. 4530 Wetzel Road Liverpool, NY 13090	\$2,015,531.40
Sealand Contractors Corp. 85 High Tech Drive P.O. Box 350 Rush, NY 14543-0350	\$2,191,000.00

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

Union Concrete and Construction Corp.
435 Meyer Road
West Seneca, NY 14224

\$2,309,679.53

5.1

, AND

WHEREAS, the lowest responsible bid received for the construction phase of said project was received from Rifenburg Construction, Inc., 159 Brick Church Road, Troy, NY 12180 for an amount of \$1,634,115.00, AND

WHEREAS, the Cortland County Legislature approved the design of the rehabilitation of runway 6-24 at Cortland County Airport and entered into an agreement for the design of the project with McFarland Johnson, Inc. by Resolution 263-19, AND

WHEREAS, the County of Cortland desires to advance the project by completing the Construction Inspection of runway 6-24 rehabilitation project by entering into an engineering agreement with McFarland Johnson, Inc. for the Construction Inspection Services, AND

WHEREAS, total cost of said Construction Inspection Services are not to exceed \$206,355.00, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby endorses and approves the acceptance of the FAA AIP Grant for the Construction Phase of Runway 6-24 Rehabilitation Project for a total amount of \$1,843,470.00, AND BE IT FURTHER

RESOLVED, that the County Administrator, upon approval of the County Attorney or designee, is hereby authorized to execute all necessary documents and plans on behalf of the County of Cortland with the Federal Aviation Administration, New York State Department of Transportation, McFarland Johnson, Inc. and Rifenburg Construction, Inc. with respect to the Runway 6-24 Rehabilitation project, AND BE IT FURTHER

RESOLVED, that a certified copy of this Resolution be filed with the Federal Aviation Administration and New York State Department of Transportation by attaching it to any necessary Grant Agreement and Engineering Agreement in connection with the Project, AND BE IT FURTHER

RESOLVED, that the 2021 Capital Budget be amended as follows:

Increase:

HH56105.52800.RW64	Infrastructure	\$1,843,470.00
HH56105.44597.RW64	Federal Revenue	\$1,843,470.00

AGENDA ITEM NO. 12 – Adopt Fee Schedule & Increase Daily Rental Rates at Dwyer Park Shelters - Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christopher Newell, 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 NEWELL

RESOLUTION NO. 152-21

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

Adopt Fee Schedule & Increase Daily Rental Rates at Dwyer Park Shelters - Highway Department

WHEREAS, the County of Cortland owns, maintains and rents individual shelters at Dwyer Park, AND

WHEREAS, the Highway Committee of the Legislature recommends increasing the daily rental rates for the existing shelters from \$75.00 per day to \$100 per day, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby establishes daily pavilion shelter rental rates as listed above at Dwyer Park, AND BE IT FURTHER

RESOLVED, that the above listed rental rates at Dwyer Park shall take effect beginning January 1, 2022, AND BE IT FURTHER

RESOLVED, that the revenue from said leases are to be deposited in account A711042.42001.

Referred from Health & Human Services Committee

AGENDA ITEM NO. 13 – Authorize Agreement Overdose Mapping and Application Program (ODMAP) - Mental Health Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, 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 BISCHOFF

RESOLUTION NO. 153-21

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

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

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

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

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

AGENDA ITEM NO. 14 – Create Aging Services Specialist Position (14 Hours/Week) - Area Agency on Aging

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Cathy Bischoff, 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 BISCHOFF**RESOLUTION NO. 154-21****Create Aging Services Specialist Position (14 Hours/Week) - Area Agency on Aging**

WHEREAS, the needs of the agency will be better served by creating one part time position of Aging Services Specialist (14 hours/week) in the Area Agency on Aging, AND

WHEREAS, the New York State Office for the Aging has made available funds under the SSC6 of the American Rescue Plan for Supportive Services for the period of April 1, 2021 through September 30, 2024, AND

WHEREAS, the Health and Human Services Committee recommends the creation of this position, AND

WHEREAS, this position is dependent on the related grant and will be abolished with the termination of grant funding, NOW THEREFORE BE IT

RESOLVED, that one part time position of Aging Services Specialist (14 hours/week, CSEA, Grade 15, \$20.4342-25.6078/HR, competitive class, without benefits) be created with approval to fill on July 1, 2021 through September 30, 2024, with no posting, 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, AND BE IT FURTHER

RESOLVED, the 2021 budget is amended as follows:

Increase:	A677244 44772 4330	Federal Aid-Title IIIB	\$57,106
Increase:	A67725 51010 4330	Personal Services	\$50,343
	A67725 58030 4330	Fica	\$3,851
	A67725 58040 4330	Workers Comp	\$2,912

AGENDA ITEM NO. 15 – Amend 2021 Budget for Youth Bureau, Safe Harbour Program - Health Department

RESULT: ADOPTED [UNANIMOUS]
MOVER: Cathy Bischoff, 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 BISCHOFF**RESOLUTION NO. 155-21****Amend 2021 Budget for Youth Bureau, Safe Harbour Program - Health Department**

WHEREAS, the Office of Children and Family Services (OCFS) has awarded the Cortland County Health Dept. \$23,000 for the Safe Harbour program, AND

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WHEREAS, these funds will be used to support costs to create a more effective and efficient response to youth who have experienced commercial sexual exploitation or trafficking, or who are vulnerable to it, AND

WHEREAS, the 2021 County Budget needs to be amended as follows:

Increase Revenue:		Current	Increase	Balance
A73125.43820.21SF	Safe Harbour Revenue	\$0	\$23,000	\$23,000
Increase Expenditure				
A73125.51005.21SF	Personal Services	\$0	\$10,115	\$10,115
A73125.54005.21SF	Office Supplies	\$0	\$500	\$500
A73125.54035.21SF	Education and Training	\$0	\$500	\$500
A73125.54045.21SF	Travel	\$0	\$700	\$700
A73125.54048.21SF	Program Supplies	\$0	\$2,000	\$2,000
A73125.54060.21SF	Advertising	\$0	\$1,500	\$1,500
A73125.54815.21SF	Contracted Svcs	\$0	\$4,650	\$4,650
A73125.58060.21SF	Health Insurance	\$0	<u>\$3,035</u>	\$3,035
			\$23,000	

, NOW THEREFORE BE IT

RESOLVED, that the County Administrator and the Public Health Director or Designee, upon review and approval by the County Attorney or designee, are hereby authorized and directed to accept these funds.

AGENDA ITEM NO. 16 – Create Position - Licensed Clinical Social Worker - Mental Health

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, 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 BISCHOFF

RESOLUTION NO. 156-21

Create Position - Licensed Clinical Social Worker - Mental Health

WHEREAS, the needs of the agency will be better served by creating one full-time position of Licensed Clinical Social Worker in the Mental Health Department, AND

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

RESOLVED, that one full-time position of Licensed Clinical Social Worker (CSEA, Grade 26, \$30.5057-38.2292/HR, competitive class) be created on June 25, 2021 at 12:01 am, with approval to fill, AND BE IT FURTHER

RESOLVED, that the 2021 County Budget be and hereby is amended as follows:

INCREASE:

A43105 51005 4200	Personnel Services	\$28,187
A43105 58020 4200	Retirement	3,946

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A43105 58030 4200	FICA	2,156
A43105 58040 4200	Workers Comp	995
A43105 58060 4200	Health Insurance	10,254
A43105 58062 4200	Dental Insurance	45
A43105 58065 4200	Vision Insurance	10
A431042.41620.4200	Mental Health Fees	\$45,593

AGENDA ITEM NO. 17 – Appoint Member Chemical Dependency Subcommittee - Mental Health Department

RESULT: ADOPTED [UNANIMOUS]
MOVER: Cathy Bischoff, 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 BISCHOFF

RESOLUTION NO. 157-21

Appoint Member Chemical Dependency Subcommittee - Mental Health Department

WHEREAS, the By-Laws of the Cortland County CD Subcommittee, Article 7, Section 1 states that membership of the organization shall consist of nine (9) members appointed by the Cortland County Legislature, AND

WHEREAS, the term of each member of the Subcommittee shall be four years except when completing the term created by member resignation, AND

WHEREAS, there are currently one vacancy on the Chemical Dependence Subcommittee due to the resignation of Matthew Whitman, NOW THEREFORE BE IT

RESOLVED, that the following be and hereby is appointed to the Chemical Dependence Subcommittee for the term listed:

NAME/ADDRESS

TERM

Sara Watrous
455 Hunt Hill Rd
Ithaca, NY 14850

Ending December 31, 2024
(completing original term for Matthew Whitman)

AGENDA ITEM NO. 18 – Accept Bids and Authorize Purchase of Miscellaneous Groceries and Frozen Foods - Area Agency on Aging

RESULT: ADOPTED [UNANIMOUS]
MOVER: Cathy Bischoff, 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 BISCHOFF

RESOLUTION NO. 158-21

Accept Bids and Authorize Purchase of Miscellaneous Groceries and Frozen Foods - Area Agency on Aging

WHEREAS, bids were received on May 12, 2021 for the period July 1, 2021 through September 30, 2021, for the purchase of miscellaneous groceries and frozen foods in accordance with specifications on file in the Office of the Clerk of the Cortland County Legislature, for use by the Area Agency on Aging and the Sheriff's Department, AND

WHEREAS, the Health and Human Services Committee recommends that bids be awarded to the lowest responsible bidder, AND

WHEREAS, bids were received from the following:

Ginsberg's, PO Box 17, Route 66, Hudson, NY 12534
Smith Packing Co., PO Box 520, Utica, NY 13503-0520
Renzi Food Service, 901 Rail Drive, Watertown, NY 13601

, NOW THEREFORE BE IT

RESOLVED, that bids of the said vendors, in accordance with the specifications, be and hereby are accepted at the bid prices on a per item basis, AND BE IT FURTHER

RESOLVED, that said departments have the right to award bids based on price and quality, AND BE IT FURTHER

RESOLVED, that the above departments are authorized and directed to purchase said items from the lowest responsible bidders and best value for the period July 1, 2021 through September 30, 2021.

AGENDA ITEM NO. 19 – Reject Bid for Contract Payroll Services - Cayuga/Cortland Workforce Development Board

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Cathy Bischoff, 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 BISCHOFF

RESOLUTION NO. 159-21

Reject Bid for Contract Payroll Services - Cayuga/Cortland Workforce Development Board

WHEREAS, a Request for Proposals (RFP) was issued for payroll services for various youth programs through the Cayuga-Cortland Workforce Development Board, AND

WHEREAS, bids were received from the following:

Sirius Workforce, LLC - 6215 Rangeline Road, Theodore, AL 36582

TES Staffing - 1150 University Avenue, Rochester, NY 14607

Datrose, Inc. - 660 Basket Road, Webster, NY 14580

WHEREAS, the proposals received did not fall under the amount of funding available for said services, NOW THEREFORE BE IT

RESOLVED, the Cortland County Legislature hereby formally rejects all bid proposals, based

upon the recommendation of the Cayuga-Cortland Workforce Development Board, for Contract Payroll Services.

Referred from Agriculture/Planning/Environment Committee

AGENDA ITEM NO. 20 – A Resolution of the Cortland County Legislature Regarding the Cayuga Lake Total Maximum Daily Load (TMDL)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, 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 FITCH

RESOLUTION NO. 160-21

A Resolution of the Cortland County Legislature Regarding the Cayuga Lake Total Maximum Daily Load (TMDL)

WHEREAS, The Federal Clean Water Act requires states to periodically assess and report on the quality of waters in their state and the New York State Section 303(d) List of Impaired/TMDL Waters identifies those waters that do not support appropriate uses and that may require development of a Total Maximum Daily Load (TMDL), AND

WHEREAS, Cayuga Lake, Southern End, has appeared on the New York State Department of Conservation (NYSDEC) Section 303(d) waterbody list since 2002 as requiring the development of a TMDL because it does not support its best uses of primary and secondary contact recreation and is threatened as a public water supply due to a phosphorus impairment and silt/sediment loads, AND

WHEREAS, a draft TMDL for the entirety of Cayuga Lake was released on April 7th, 2021 announcing a proposed nutrient pollution reduction “budget” with a goal of reducing phosphorus in the entire lake, corrective for the Southern end and protective for balance of the lake, with silt and sediment loads being largely ignored, AND

WHEREAS, Fall Creek is the largest drainage area to the lake, including nearly 18,900 acres in the Cortland County Townships of Harford, Virgil, Cortlandville, Homer and Scott, AND

WHEREAS, the last public information session was held in March of 2016, 5 years prior to the release of the TMDL, AND

WHEREAS, within the TMDL it states “Notice of availability of the Draft Cayuga Lake TMDL was made to local government representatives and interested parties. The Draft Cayuga Lake TMDL was publicly noticed in the Environmental Notice Bulletin on 04/07/2021.”, AND

WHEREAS, outreach and communication from NYSDEC to the aforementioned municipalities, the County of Cortland, and the Cortland County Soil and Water Conservation District (SWCD) regarding the Draft Cayuga Lake TMDL was minimal and did not allow for questions, comments, consideration, and understanding of the complex nature of the TMDL, and the social, economic, and environmental implications on our communities , AND

WHEREAS, the proposed TMDL recommendations have the potential to impact Cortland County municipalities and their constituents including agricultural producers and forest landowners, who

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

represent two of the identified sectors slated to implement phosphorus reducing best management practices, AND

WHEREAS, the Cortland County SWCD along with neighboring SWCDs within the Cayuga Lake Watershed, the Cayuga Lake Inter-municipal Organization, the Cayuga Lake Watershed Network and other professionals and concerned citizens will be providing comments to the NYSDEC , NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature requests that the NYSDEC engage in a comprehensive outreach campaign, targeting all local municipalities, to review the proposed TMDL, and conduct stakeholder meetings and other public forums to review the submitted comments and their responses, allowing for greater involvement and understanding of the TMDL for Cayuga Lake prior to releasing a final version.

AGENDA ITEM NO. 21 – Authorize Agreement Bus Shelter - Cortland County Planning Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Fitch, 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 FITCH

RESOLUTION NO. 161-21

Authorize Agreement Bus Shelter - Cortland County Planning Department

WHEREAS, the Village of Homer is requesting a bus shelter to be installed at the Homer Recreation Building located at 53 Main Street, Homer, New York, AND

WHEREAS, a single shelter is under the threshold necessary for bidding, but requires three written quotes, AND

WHEREAS, monies received from the Federal 5311 Capital Grant will be used for the purchase of the bus shelter and are in the 2021 budget line A56305.52015, AND

WHEREAS, the Cortland County Planning Department has solicited and received three written quotes as follows:

Company	Address	Quote
Brasco International, Inc.	32400 Industrial Drive Madison Heights, MI 48071	\$9,675
Austin Mohawk and Company, LLC	2175 Beechgrove Place Utica, NY 13501-1797	\$9,875
Columbia Equipment Company	72 Albany Avenue Freeport, NY 11520	\$15,739

, AND

WHEREAS, the lowest overall responsible quote for a bus shelter was from Brasco International, Inc., of 32400 Industrial Drive, Madison Heights, MI 48071, AND

WHEREAS, the Village of Homer has agreed to assume responsibility for the maintenance and liability of the bus shelter, including the clearing of snow, providing clear walkways for passengers and keeping it free of trash and graffiti, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval as to form by the County Attorney or designee, is hereby authorized to sign an agreement with Brasco International, Inc., of 32400 Industrial Drive, Madison Heights, MI 48071 for a bus shelter to be delivered to the Village of Homer.

Referred from Judiciary & Public Safety Committee

AGENDA ITEM NO. 22 – Local Law "D" of 2021 a Local Law to Amend Local Law 2 of 1966 - a Local Law Providing for the Creation of the Office of Public Defender, Fixing the Term of Office, Compensation and Duties

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislator
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 PRICE

RESOLUTION NO. 162-21

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

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

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

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

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

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

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

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

AGENDA ITEM NO. 23 – Amend 2021 Budget/Increase Professional Services for Payment to Outside Attorneys - District Attorney

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sandra Price, 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 PRICE**RESOLUTION NO. 163-21**

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

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

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

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

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

Account Number:	Account Name:	
Current Revised Budget:	Increase/Decrease:	New Revised Budget:
A11655.54055	Professional Services	
\$45,500	\$45,000	\$90,500
A359900	Appropriated Fund Balance	
	\$45,000	

AGENDA ITEM NO. 24 – Authorizing the Adoption of the 2021 Cortland County NY Hazard Mitigation Plan Update - Department of Emergency Response & Communications

RESULT: ADOPTED [UNANIMOUS]
MOVER: Sandra Price, 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 PRICE**RESOLUTION NO. 164-21**

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

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

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

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new

requirements for pre- and post-disaster hazard mitigation programs, AND

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

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

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

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

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

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

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

RESOLVED, that the Cortland County:

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

AGENDA ITEM NO. 25 – Authorize Annual Support and Services Agreement with Motorola Solutions for 911 Computer Aided Dispatch Software - Department of Emergency Response & Communications

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

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

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

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

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

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

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

Referred from Government Operations Committee

AGENDA ITEM NO. 26 – Adopt Amended Cortland County Telecommuting/Telework Guidelines and Protocols Policy

RESULT:	ADOPTED [16 TO 1]
MOVER:	Susan Wilson, Legislator
SECONDER:	Kelly L. Fairchild-Preston, Legislator
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 WILSON

RESOLUTION NO. 166-21

Adopt Amended Cortland County Telecommuting/Telework Guidelines and Protocols Policy

WHEREAS, the Cortland County Telecommuting/Telework Guidelines and Protocols Policy has been revised and updated to include the need for County Administrator approval, AND

WHEREAS, the amended Telework Policy is intended to supersede the County's current Telework Policy as well as any previously adopted changes to the current policy, AND

WHEREAS, the amended purchasing policy has been reviewed for content by the County Administrator, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby adopts the amended Telecommuting/Telework Guidelines and Protocols Policy, AND BE IT FURTHER

RESOLVED, that this policy will be effective June 25, 2021 for all County departments.

Minutes Acceptance: Minutes of Jun 24, 2021 6:00 PM (Approval of Minutes)

RESULT: PULLED**Next: 7/22/2021 6:00 PM****ON MOTION OF WILSON****RESOLUTION NO.****Adopt of Rules of Order - Cortland County Legislature**

WHEREAS, Local Law No. 2 for year 1972, Section 202, Paragraph 5 established that the Cortland County Legislature is empowered to enact rules governing the conduct of the members at its sessions and the manner of transacting business thereat, AND

WHEREAS, County Law Section 153[8] empowers the County Legislature to determine the rules of its own proceedings, AND

WHEREAS, the Cortland County Legislature adopted Resolution No. 391-20 revising said Rules, AND

WHEREAS, the Government Operations Committee has reviewed and approved the recommended changes to the Rules of Order, NOW THEREFORE BE IT

RESOLVED, that the "Rules of Order for the Cortland County Legislature" are hereby adopted, AND BE IT FURTHER

RESOLVED, that all resolutions, which amend, repeal or in any manner affect these rules shall include proper reference to section, subsection or paragraph to maintain an orderly codification of these rules, AND BE IT FURTHER

RESOLVED, that the rules shall be published on the Cortland County website, AND BE IT FURTHER

RESOLVED, that this resolution shall take effect June 25, 2021.

Referred from Finance & Administration Committee

AGENDA ITEM NO. 28 – Authorize County Administrator to Enter into Internship Agreements - County Administrator

RESULT: ADOPTED [UNANIMOUS]**MOVER:** George Wagner, Majority Leader**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 WAGNER****RESOLUTION NO. 167-21****Authorize County Administrator to Enter into Internship Agreements - County Administrator**

WHEREAS, various Cortland County Departments utilize interns to allow interns to obtain training and experience, AND

WHEREAS, there is no monetary cost to the County for providing such training and experience, AND

WHEREAS, the Cortland County Legislature is willing to accept said interns for such purposes, AND

WHEREAS, it is in the best interest of Cortland County for the County Administrator to have the authority to enter into intern agreements, NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to sign agreements for internship placements.

Resolutions

AGENDA ITEM NO. 29 – Authorize the Purchase of the Brewer-Titchner Building for Mental Health

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Joseph Nauseef, Legislator
SECONDER:	Cathy Bischoff, Legislator
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. 168-21

Authorize the Purchase of the Brewer-Titchner Building for Mental Health

WHEREAS, the County rents the building where the Mental Health Department is located, AND

WHEREAS, it would be in the best interest of the County to purchase a building for the use of the Mental Health Department, NOW THEREFORE BE IT

RESOLVED, that the Legislature approves the purchase of the Brewer-Titchner building, located at 111 Port Watson Street, Cortland, NY 13045, for a cost not to exceed \$50,000.

Executive Session

It was MOVED by Mr. Wagner, seconded by Ms. Bischoff, and unanimously adopted by voice vote of members present, to enter into an executive session to discuss the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof. MOTION CARRIED.

An executive session was held from 6:33 p.m. to 6:57 p.m., at which time on motion of Mr. Eccleston, seconded by Ms. Jones, and unanimously approved to exit executive session.

Announcements

Adjourn

Cortland County Proclamation



Recognizing Retiring Cortland County Employee for Their Time and Service

WHEREAS, a County employee is ending their distinguished career with Cortland County and moving into retirement, **AND**

WHEREAS, the Cortland County Legislature wishes to express its appreciation to the retiring employee for their years of dedicated service to the residents of Cortland County, **NOW THEREFORE BE IT**

RESOLVED, the Legislature hereby recognizes Robert Derksen for 21 years of service to Cortland County as a County Coroner, **AND BE IT FURTHER**

RESOLVED, that the Legislature acknowledges that Mr. Derksen's knowledge and expertise will be missed, **AND BE IT FURTHER**

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

Signed on the 22nd day of July, 2021.

Paul Heider, Chair
Cortland County Legislature



CORTLAND COUNTY

60 Central Avenue
Cortland NY 13045

Paul Heider
Chair, Cortland County Legislature

Savannah Hempstead
Clerk of the Legislature

July 23, 2021

2021 State of the County Address

Good evening fellow Legislators, Municipal Leaders, Employees and Residents of Cortland County. As Chair of this Legislature, it is my privilege to present to you the 2021 State of the County Address.

I don't think there is anyone who anticipated or could have predicted what we as a County have been through over the last year and a half, and just how far we have come as a governing body, as a people, and as individuals.

The first thing that comes to mind are the words Community Resilience - the ability of a community or groups of people to utilize available resources to respond to, withstand, and recover from adverse situations. I can't think of two more adverse situations to have faced as a County than the COVID-19 pandemic and our fiscal and economic crisis.

To fully understand where we are today, you need to understand where we were, how we got there and how we are moving forward.

A year ago this week, Cortland County saw ten new COVID cases. Within just a few months our numbers were steadily increasing, and with great sadness we reported our first COVID-related death in November. By late December weekly averages for new COVID cases were topping 250. Today, our totals to date are over 4,500 positive cases, over 200 hospitalizations and 65 COVID-related deaths in our County. That's 65 family members, friends and neighbors from our community that we have lost since November. It has been an extremely difficult and sorrowful time for us all. Although we are maintaining a low rate of positive cases currently, we must understand that COVID is still here, is still a real threat, and we must continue to do all we can to fight this battle.

In regards to fighting this battle... where do I begin? What I recall is the constant blur of meetings. Not weekly meetings, but daily meetings sometimes five or more meetings a day with our County Administrator, County staff, legislators, state staff, or colleagues from other county governments. There were daily updates to fellow municipal leaders and others on the ever-changing COVID guidance. There were phone calls all hours of the day and night, seven days a week for months to and from staff, the worried public and concerned businesses trying to cope with what was, in many ways, something so incomprehensible. What can you say to a son afraid his elderly parents, happily independent for so long, won't be able to manage, and you, the son, cannot visit without putting them at risk? What can you say to a business owner who watches, in a matter of weeks, a thriving enterprise built over years through sacrifice and sweat suddenly teetering on financial collapse?

Let's be honest, last July some of us hoped that somehow this virus had taken a pass on Cortland County. Our numbers were low, and proportionately much lower than surrounding counties. By December, we and sister

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Chair, Cortland County Legislature

Savannah Hempstead

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counties were engaged in a daily struggle to not become overwhelmed by the steep rise in the number of the sick, hospitalizations and deaths. It was a surreal time for many of us due to what, and who, we had lost.

There were a lot of moments when it was hard to believe when or if we would see a breaking light on the horizon. As things progressed, not a day went by that I did not start and end my day with Lisa Perfetti, our Public Health Director, Rob Corpora, our County Administrator, or other staff members. I don't think I fully understood what a "perfect storm" meant – but now I do.

I was fortunate to be part of the Central New York Regional Control Room, along with Team Leader and Onondaga County Executive, Ryan McMahon, Cayuga County Chair, Aileen McNabb-Coleman, Madison County Chair, John Becker, and Oswego County Chair, James Weatherup. We conferenced every day for several months; brainstorming, supporting each other, and taking united stands, when necessary, to advocate for the interests of Central New York with our state government on every call. We had many spirited conversations.

One of our immediate concerns were people suddenly out of work and without the funds to buy food which led to numerous food drives, and in a show of community support by our farmers, dairy products. A special nod of thanks to Susan Williams, Seven Valleys Health Coalition and the Hunger Coalition for their leadership during these drives and for working with many of the non-profits in our County such as The Salvation Army, Catholic Charities, United Way, CAPCO, YWCA and the food pantries.

State guidance and mandates about masks and social distancing came down quickly and I spearheaded a series of Public Service Announcements aired by WXHC to help educate the public and business communities about these mandates. Both WXHC and the Cortland Voice have been instrumental in getting information out to public at a moment's notice. When concerns from the public started to come in to the County, we solicited the assistance of County Employee, Wes Foley. He stepped up to go out into the business community to educate and assist as needed. On a weekly basis and when needed, I reached out to our business community, including Tammy Timmerman, President of the Cortland County Restaurant & Tavern Association, Garry VanGorder, Executive Director of the Cortland County Business Development Corporation, and Bob Haight, President of the Cortland County Chamber of Commerce, to find ways to inspire businesses to comply with these mandates without having to resort to citations. I regularly touched based with Sheriff Helms, Chief Catalano, Chief Sandy and Chief Pitman, who personally made many visits to our businesses to help them comply with these mandates. Our businesses worked very hard to comply despite the great economic hardship they faced. My sincere thanks to all of them. And a special thank you to Legislator Mitchel Eccleston who made countless trips to deliver pandemic supplies to our rural constituents and businesses.

Focused on the daily beast of rising numbers, it is easy to misplace and forget the successes we rightly should acknowledge, particularly when we were often dealing with ever changing state directives. In early fall, testing became necessary at a time when our entire Public Health staff was reassigned to COVID seven days a week. I worked very closely with Jennifer Yartym, President of Guthrie Cortland Medical Center, to set up a testing site at the Center. My thanks to Jen and Guthrie for the huge investment they made in our community during this pandemic. Even with New York State's offer of equipment and personnel to help with testing, the prospect of holding several days of community-based testing was daunting, particularly when we only had a week to organize

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it. But the community banded together. People and resources spontaneously stepped forward. Cortland, Homer and Marathon school districts graciously made their campuses and personnel available. Family Health Network contributed staff and many community folk volunteered to work shifts, including several legislators sitting in chambers tonight (Chris Newell, Beau Harbin, Richard Stock, Gene Waldbauer, Ron Van Dee, Cathy Bischoff and Susan Wilson). They were joined by Mayors Brian Tobin, Hal McCabe, Bill McGovern and Councilmember Bruce Tytler. Many thanks to all of you. We also assisted the City in setting up testing for front line personnel, and contracted with Cayuga Medical Center to provide county-wide testing. Many thanks to Supervisor Tom Williams of Cortlandville who provided the location and the resources needed for electric and maintenance of the site.

You might recall that there was a problem with vaccine availability at the beginning. I recall many, many frustrating phone calls trying to ensure our County got their fair share of vaccine. State contacts were frustrated too but of course that did not help us. Who did help was Family Health Network and Guthrie. When they could, a portion of their vaccine allotments went to our clinics. Our deep appreciation for their help.

The next major hurdle was getting vaccine shots in the arms of our County residents, and a state directive that initially placed that responsibility squarely on the shoulders of County Health Department staff, without giving our staff the tools and information needed to accomplish this. And again, the staff and community rallied. Multiple meetings with SUNY Cortland and Guthrie Medical brought them and us to the table to collaborate in a very successful partnership to hold large vaccine clinics in SUNY Cortland's ice arena. 36 clinics were held from January to June, and time and again, clinic after clinic, community members volunteered with enthusiasm and grace. The County could not have asked for better partners than SUNY Cortland and Guthrie. Our deepest gratitude to Zachariah Newswanger and his team at SUNY, and Jen Yartym, Mary Wright and their team at Guthrie.

These clinics were so well organized and staffed. Our heartfelt thanks to Amy Buggs, who stepped up to coordinate the volunteers for the clinics. Participants were so well supported and cared for, that Public Health and other County staff and volunteers rightly earned high praise from participants, the community at large and NY state representatives. Two special vaccine clinics were also held at Homer High School in collaboration with our Area Agency on Aging, CVS and the Superintendent of Homer Schools, Tom Turck, which provided vaccines to 1,078 of our senior residents. It was a monumental task to provide all the necessary services needed for these clinics.

So, again, to Lisa Perfetti, Nikole Anjeski, Jennifer Hillman and so many others, job well done. To Liz Haskins and her team – it was your commitment to the most vulnerable, our older adults, that made these clinics accessible to so many who were homebound for months. Buildings & Grounds, Information Technology, all our other incredible County staff, and so many wonderful volunteers – thanks, from the bottom of our hearts, for making these clinics, and our County, a success during this difficult period.

To our service-oriented departments such as the Department of Social Services, Mental Health, Area Agency on Aging, Employment & Training, Emergency Response and Communication, Department of Motor Vehicles, Veterans Services, Highway, Information Technology, Probation, Sheriff's Department and all other public safety departments within the County. You all shifted quickly, adopting temporary procedures and staffing patterns to ensure service delivery remained uninterrupted. Thank you. Who can forget the Buildings & Grounds staff making

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constant and daily sweeps through County buildings; cleaning and re-cleaning every surface to keep us safe? I certainly won't.

Several people remain for specific mention:

Scott Roman & Courtney Metcalf - In addition to your stewardship of our first testing clinics, you were a lifeline for first responders, other emergency personnel and municipalities for pandemic information, alerts, supplies and training. Thank you.

Eric Mulvihill - Eric always gives 150% to this community and he did so, particularly during COVID. Thank you.

Savannah Hempstead - We were fortunate to have you as Deputy Clerk and doubly so now as Clerk. Thank you for all you have done and are continuing to do in assisting me, this Legislature and our community, especially during this ongoing pandemic.

Annette Barber - I think I talked to her almost as much as Lisa. Layoffs, furloughs, and telecommuting – the personnel issues were complex and demanding but her dedication to the employees and this County never faltered. Enjoy retirement!

Brooke Cummings - Some of you may recall that when the Governor announced vaccine eligibility and then expanded it, every phone line in the County lit up. Brooke assisted with the COVID hotline and vaccine registration. I remember her ever-present helpful demeanor and kindness to residents who called with questions or concerns. Thank you.

Our County Administrator, Rob Corpora - In everything I mentioned, Rob was there, shoulder to shoulder. His steadfast, calm demeanor was a real asset during chaotic times. But what's really remarkable is what he helped us accomplish despite COVID.

Faced with a dire economic forecast combined with a county bottom line already approaching insolvency, Rob worked closely with our Director of Finance, Andrea Herzog and all the Department Heads to produce an unprecedented budget for 2021 that not only reduced the yearly amount used from the general fund but was also well below the projected tax cap. The 2021 Budget included a decrease in spending of over five million dollars.

Part of the budget negotiations involved identifying where we could become more efficient. Aided by outside consultants, potential areas were targeted and some were translated into savings through actions implemented by Rob through the budget process.

One area highlighted by our consultant was the Area Agency on Aging's nutrition program. We had received critical commentary about the expense of this program before from the Comptroller's Office. Now was the time for action to see if we could make a more prudent use of County resources and a better investment in our seniors. We also needed to find a new home for the Cortland senior center originally housed in the County Office Building. After months of searching, we have located a great site for what will be Cortland's Senior Center hub to be called the "Aging Well Center". Representatives from our Older Americans Act Advisory Board, legislators, including

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Legislator Sandra Price, and County staff toured this site and all were very enthusiastic about it. The resolution to approve contracting for this site is before you this evening.

After many months of work, Legislators Cathy Bischoff, Richard Stock, George Wagner, Chris Newell, joined by Director Liz Haskins and Rob Corpora, proposed a grant program to support satellite senior centers throughout the County ensuring that services and activities will be available. This grant will place much more authority within local communities to run their aging adult centers based on their needs and under their direction. Legislators Bischoff and Ann Homer, along with Director Haskins, have made over 20 presentations to local municipalities and various senior groups discussing how this grant program will operate. Special thanks to Legislator Kevin Fitch who has provided much assistance with this outreach. This grant application will be available for all interested communities within a few weeks.

Another milestone finally accomplished was to resolve long simmering tensions over the County workers' compensation plan. After months of discussions and meetings with our municipal partners, every partner has a much better understanding of their role and the current plan. We are putting into place a more equitable financial agreement. A proposed law which memorializes this arrangement with a long-term plan to finally address past claims and truly put them in the past, is before this Legislature tonight.

Among the many state mandates this County needed to address this year was Governor Cuomo's Executive Order 203 pertaining to police reform. Under the capable facilitation of Professor Scott Ochs, Criminal Justice Chair at Tompkins-Cortland Community College, a core group consisting of Scott, myself, Legislator Susan Wilson, Sheriff Mark Helms, Undersheriff Budd Rigg and Pastor John North initiated a community input and assessment process which began with a live-streamed PowerPoint presentation by the Sheriff's Office. This presentation was followed by many interviews with civic, business, not-for-profits, and faith-based organizations along with diverse members of the public. These dialogs produced the *Police Reform & Reinvention Collaborative* report which was approved by this Legislature and submitted to the Governor in March.

In January of this year, Rob Corpora and I made a commitment to find a permanent facility for our Mental Health Department. Throughout the pandemic, the community's need for Mental Health services significantly increased. Our Director of Community Services, Sharon MacDougall, and her staff did a phenomenal job of navigating the restrictions and providing much needed services through unconventional means. As many of you are aware, Mental Health has been in a temporary leasing situation for over 20 years. After learning of a possible opportunity in our community, I relentlessly pursued this opportunity and put together a small group that included Rob, Beau Harbin, Ron Van Dee, Cathy Bischoff, Chuck Miller and Sharon MacDougall. This opportunity was submitted to this Legislature in May. I am very proud to say that in June this legislature voted to take the first step to acquire the Brewer-Titchener building located at 111 Port Watson Street, for a very reasonable sum. There is a long road ahead, but I am convinced, at the end, we will have a first-rate Mental Health facility that will set a standard for our region.

When I became a county legislator and then Chair, one of my goals was to become more aware of issues impacting our municipalities and to make sure they were included around the table when discussions and possible actions needed to happen. This was the case with Workers' Compensation, the Senior Centers and also with Solar. Another

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goal was to reach out to our business and community leaders to help us solve some of the problems that we needed to address. Some prime examples are the new Mental Health Facility and the Aging Well Center. I'd like to thank Scott Steve for volunteering his time and expertise when we first began looking at the Brewer-Titchener building and also for his assistance with the new security entrance at the County Office Building. I'd also like to thank David Yaman and Crescent Commons, LLC for working with us in locating an affordable and suitable location for our seniors.

Moving Forward

There are several projects that I intend to bring to fruition and/or bring to this legislature for approval in the immediate months ahead:

Broadband: The pandemic has made it very clear just how important it is to have Broadband in each and every household. We have partnered with the Central New York Regional Planning and Development Board to conduct a survey, which they are funding, to identify the strengths and weaknesses of the existing Broadband infrastructure in Cortland County. The survey started April 30th and will run through July 31st. When concluded we will work with the Regional Planning Board to acquire funds to invest in those areas in Cortland County that are not supported by Broadband. I would like to thank Legislators Kevin Fitch and Beau Harbin for reaching out to fellow legislators to assist in the distribution of the surveys to the community.

Vietnam Veterans Memorial: Legislative members may not be aware, but this memorial site for Vietnam Veterans, located in Courthouse Park, may be the oldest one in our country. The Vietnam Veterans of America reached out to the County regarding restoring the Memorial. After meeting with them, the County is pleased to offer assistance with engineering and excavation for this project. We are proud to honor those who have served our country.

Skaneateles Waterway: Cortland is partnering with Onondaga County and other municipalities to develop and implement a plan to protect this critical watershed which is very important to our residents and is a main water source for many in Onondaga County.

Soil & Water Conservation District: I have asked Amanda Barber, Executive Director of the Soil and Water Conservation District (SWCD), to submit a funding request tied to community priorities in this area. She is working with our Highway Department and municipalities to develop a proposal focused on stream reclamation projects throughout the county.

Business Development and Redevelopment: I have requested that Garry VanGorder, Executive Director of the Cortland County Business Development Corporation, develop a grant proposal targeted for Cortland area businesses to spur economic revitalization.

Economic Development: One of the County's drivers of economic resiliency is tourism. COVID had a major impact on our Hospitality & Tourism sector. I have invited the Gutchess Lumber Sports Complex to submit a proposal geared towards increasing traffic to our hotels, restaurants and other tourist related businesses.



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Legislature Committee on Federal Aid: I would like to thank Senator Chuck Schumer for all of the work that he has done on behalf Cortland County, including his advocacy and support for the American Rescue Plan Act funding. As Chair, I am committed to work with the County Administrator and legislative members to effectively produce a plan which invests these funds to both improve our services to our residents and supports vital business interests in our community. This committee has already invested in several projects for the Highway Department, including the Dwyer Park Repaving Project. I'd like to thank our Highway Superintendent Charlie Sudbrink and his team for getting that project finished before the 4th of July Celebration. I'd also like to thank Legislator Jones and her team of volunteers for all the work that have done and are doing to keep our county park a gem. This Committee has a resolution before you tonight to approve the optional payout of accumulated comp time for County Employees who selflessly sacrificed their time throughout the COVID pandemic for the good of all.

In closing, I would be remiss if I did not acknowledge the hundreds of people not mentioned who helped me, this legislature and our County move forward during this pandemic. But most importantly, my sincere thanks to each and every County Employee. **Every** employee played a critical role in the success of the County. One thing that I have learned is that you are only as strong as the team standing by your side, and the Cortland County staff are as dedicated as they come. You are the reason we got through the first part of the pandemic successfully and your continued work will bring about a better future for our families, our civic organizations and our businesses.

It is a privilege to serve our community with my fellow legislators, and I am honored to call Cortland County my home.

Thank you.

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**Cortland County
Administrative Policy Manual**

Building Weapons Policy

Policy/Procedure Number:

Modified Date (s):

Resolution No.:

Effective Date:

Next Review:

Objective: The purpose of this policy is to prohibit individuals from carrying any weapons or dangerous instruments into buildings owned, leased, and/or operated by the County of Cortland, including, but not limited to parking lots, and lots, grounds, and real property leased or owned by the County, unless otherwise provided.

Reference (All applicable federal, state, and local laws): New York State Penal Law §265.00

Legislative Policy Statement: The Legislature hereby finds and determines that it is necessary for the security, safety, protection, and general well-being of the County's employees and the public at large to place restrictions on the bearing and possession of firearms and other deadly weapons or instruments by individuals while entering into and being present in buildings owned, leased, and/or operated by the County of Cortland, including, but not limited to, parking lots, and lots, grounds, and real property leased or owned by the County. Therefore, the purpose of this policy is to prohibit individuals from carrying any weapons or dangerous instruments into buildings owned, leased, and/or operated by the County of Cortland, including, but not limited to parking lots, and lots, grounds, and real property leased or owned by the County, unless otherwise provided.

Responsible Department: Personnel Department

General Information:

I. Definitions:

Building- Any structure. When a building consists of two (2) or more units separately secured or occupied, each unit shall be deemed both a separate building in itself, and a part of the main building.

Carry and Display- The possession or transport by any person of a weapon as hereinafter defined, except where such possession or transportation is consistent with an authorized activity or function at the specific County building where such possession occurs.



Cortland County Administrative Policy Manual

County Buildings- All buildings owned, leased, or operated by the County of Cortland, which are accessible by Cortland County employees, or private citizens who seek services or do business with the County of Cortland.

Deadly Weapons- Any weapon, which is readily capable of producing death or other serious physical injury, may be discharged, including, but not limited to, pistol, revolver, derringer, shot gun, rifle, and deadly weapons also include switchblade knife, gravity knife, pilum ballistic knife, dagger, billy, blackjack, or metal knuckles. This also includes any explosive device or substance, lethal or debilitating chemical or gas.

Enter or Remain Unlawfully- A person enters or remains unlawfully in a County building when that person is not licensed or privileged to be in that location. A person who, regardless of his/her intent, enters or remains in a County building, which is at a time open to the public, does so with license and privilege unless he/she defies a lawful order not to enter or remain in the County building. This lawful order must be personally communicated to him/her by an authorized person. A person licensed or privileged to enter or remain in a County building, which is only partly open to the public is not licensed or privileged to enter, or remain, in that part of the County building, which is not open to the public.

Noxious or Flammable Chemicals- Any chemical agent in any form (solid, liquid, or gas) that can be harmful and pose a danger to the health or physical well-being of a person.

Law Enforcement Officer- Any police officer, deputy sheriff, Court officer, or law enforcement officer whose special duties include maintaining order and security in buildings owned, leased, and/or operated by the County of Cortland.

Possess- To have physical possession or otherwise to exercise dominion or control over tangible property.

Weapon- The word weapon as used in this policy are those as defined in New York State Penal Law (PL), § 265.00.

II. Policy:

1. All Cortland County employees, clients, vendors, and members of the public are expressly prohibited from bringing, storing, concealing, or possessing any dangerous weapon, including but not limited to, guns, knives (except guns and knives used in the course of the employee's job), any implement designed or intended to be used as a weapon or explosive, on the county's premises, including parking lots; in a county vehicle; in an employee's vehicle while it is being used for work related purposes or while the employee is performing that employee's job duties at a client's facility.



Cortland County Administrative Policy Manual

2. This policy applies to all employees regardless of the employee's status and to all visitors to Cortland County premises (e.g., vendors, clients, and members of the public.) Any employee found to be carrying firearm/weapon on/in County property without the required approval shall be subject to disciplinary action ranging from a verbal warning up to and including termination and/or legal action. Any client or visitor found to be carrying a firearm/weapon on/in County property without the required approval may be asked to leave the property; repeated violations may result in further action.

3. Employees who believe another employee or non-employee has violated this policy must immediately report that information to a supervisor or another member of management as soon as possible. Failure to provide such information may be grounds for disciplinary action. The prohibitions contained in this policy do not apply to off-duty law enforcement officers required to carry firearms or Cortland County security personnel.

4. Questions regarding this policy should be directed to the Cortland County Personnel Officer.

5. Cortland County reserves the right to conduct searches or inspections under this policy of all property, including personal property, located on Cortland County premises, when there is legitimate cause for the search. The failure of an employee to cooperate with Cortland County's request for a search or inspection may result in disciplinary action, including termination of employment.

III. Procedure:

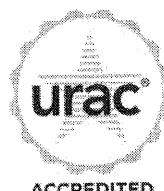
If any part or provision of this policy or the application thereof to any person or circumstance be adjudged invalid by any Court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this Law or the application thereof to other persons or circumstances.



Executive Summary

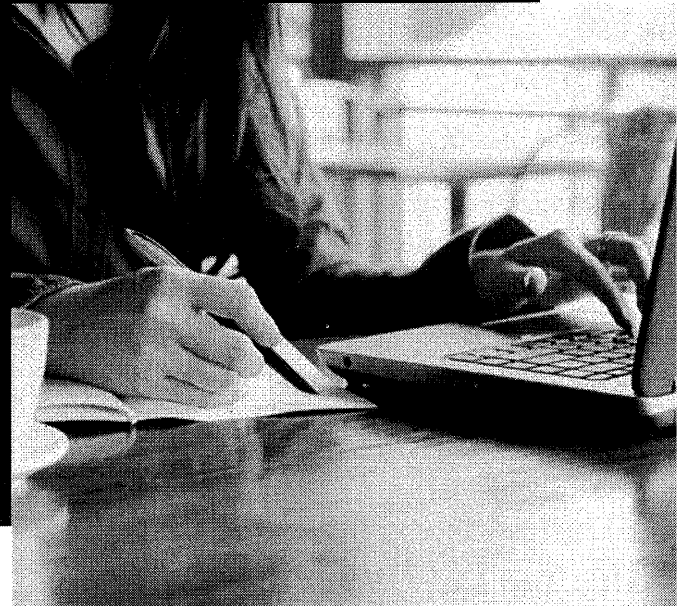
innovaTel is a clinician-owned and operated national leader in telebehavioral health partnerships offering support to behavioral health organizations with its highly qualified team of remote psychiatrists, psychiatric nurse practitioners and licensed clinical social workers. innovaTel's approach to telehealth partnerships meets the specific needs of each of its partners to improve access to care for patients. To build the best partnership possible, we need to understand the challenges facing your organization. At innovaTel, we configure our solutions to your needs and our remote clinicians become integrated members of your clinical teams. This proposal will provide you with an overview of how our partnerships are structured, illustrate the type of provider options we have available, highlight our implementation and onboarding process, and detail your partnership with innovaTel.

innovaTel Overview:

- **Our Background:** innovaTel was founded by a clinical team with more than 30 years of behavioral health experience. We have been in your shoes and know the obstacles that you face on a daily basis. It is our goal to partner with you to help increase access to timely, high-quality care by providing the best providers to your organization through telepsychiatry partnerships while ensuring seamless implementation.
- **Our Providers:** Your organization participates in the hiring process with innovaTel. We handle all recruitment, licensing and malpractice. However, you have the final say in your clinician, because you deserve to be a part of that decision.
 - The clinician selected becomes a part of your clinical team and your patients see the same provider each time. We know continuity of care is critical in behavioral health.
 - innovaTel is very selective with the clinicians who join our team and is proud to have a 95% clinician retention rate.
- **Our Promise:** innovaTel guarantees that our providers will seamlessly integrate into your environment, including but not limited to, documenting concurrently in your EMR and participating in treatment team meetings.
- **Our Technology:** innovaTel is platform agnostic and will work within your platform of choice. If you do not have a telehealth platform, innovaTel will cover the cost of supplying our providers with a HIPAA-compliant platform. innovaTel also provides 24/7 IT support at no additional charge.
- **Our Partnership:** innovaTel provides full onboarding and implementation support with our team of clinical liaisons, all of whom are experienced psychiatric nurses. Our clinical team will continue to be a resource to your organization throughout our partnership.
- **Quality Commitment:** innovaTel is accredited via URAC, the accreditation organization approved by the American Telemedicine Association, demonstrating our commitment to providing the highest level of quality care.
 
- **Expertise:** As a Platinum Partner, innovaTel is recognized as the exclusive telepsychiatry partner for the National Council for Mental Wellbeing.
 

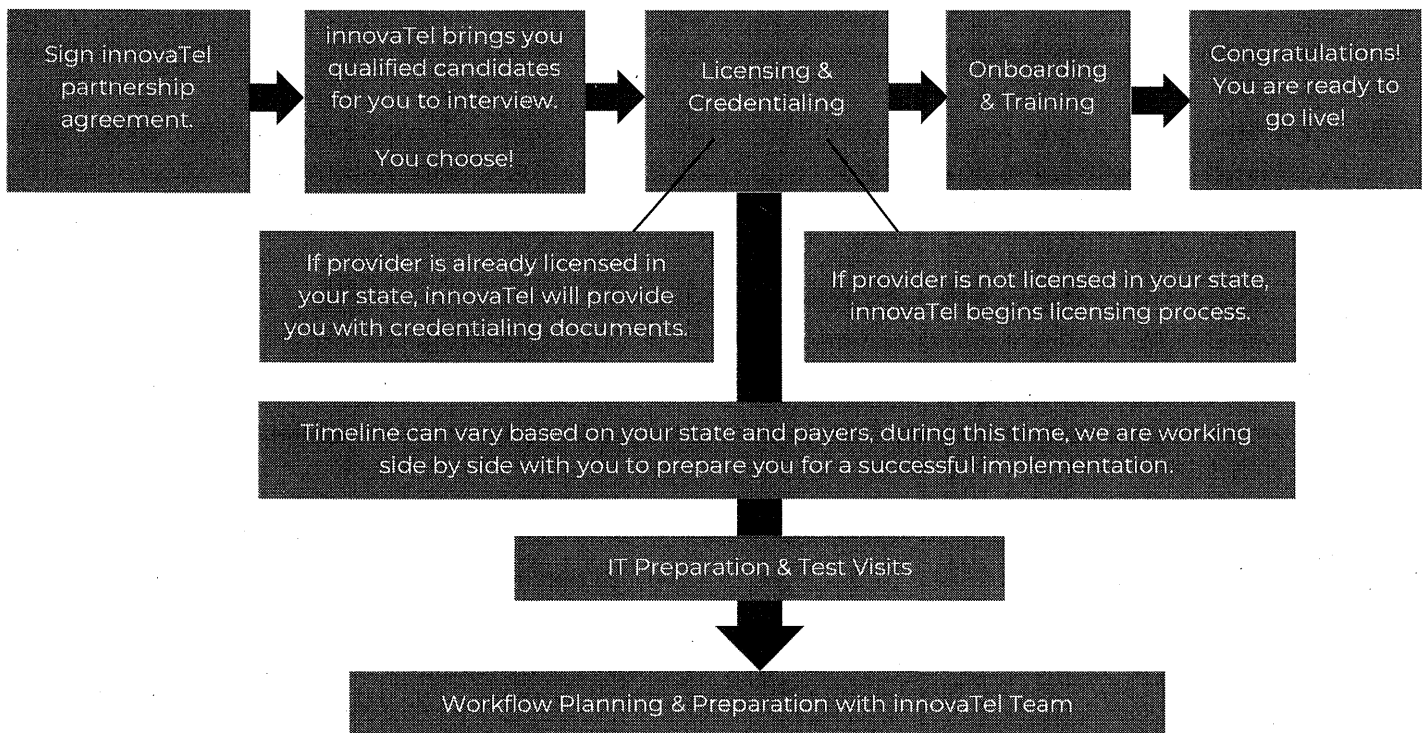
innovaTel Key Contract Terms:

1. Mutually agreed upon start dates based on completed provider credentialing and appropriate provider training, EMR and telemedicine platform systems training.
2. 2-year contract term with annual renewal provision.
3. 90-day mutual termination clause.
4. innovaTel requires one hour for new patient evaluations and three, 20-minute med reviews in an hour. innovaTel requires 30 minutes for an appointment with an active client who is new to the clinician.



Implementation Plan and Timeline

innovaTel will develop a detailed implementation plan based on the pace and process for licensing and credentialing our providers and would seek to get your organization live as soon as credentialing is completed.



Operational and Clinical Support

Clinical Integration

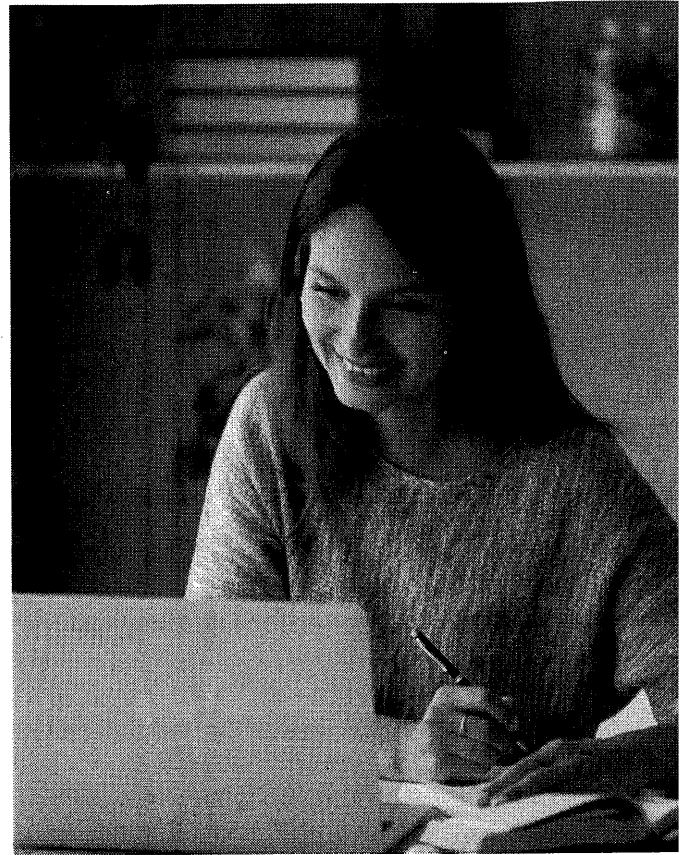
Our goal is to mirror your existing workflows. Our experienced team will provide a tremendous amount of initial and ongoing support throughout our partnership to ensure the smoothest implementation of telepsychiatry services.

Customer Success

innovaTel will provide initial and ongoing operational and clinical support with a dedicated clinical liaison to your telebehavioral health program. innovaTel's clinical liaisons are all experienced psychiatric nurses that support all of our clinic partners and providers.

Implementation Support

Initial support will include a detailed implementation planning session by the Vice President of Clinical Operations and Director of Clinical Performance. During this meeting, innovaTel staff will meet with your team to ensure all questions are answered and all processes are in place for a successful partnership.



The Technology: Treating Patients On Site & Remotely, Wherever They Are

- Technology has come a long way in the last few years, making it simple and affordable to get started with telepsychiatry. innovaTel will provide technical recommendations for the most optimal experience. But ultimately, if you have a webcam and an internet connection, you can offer telepsychiatry.
- innovaTel is platform agnostic and will work within your platform of choice. If you do not have a telehealth platform, innovaTel will cover the cost of a HIPAA-compliant platform for our provider. innovaTel will perform a number of test visits prior to your go-live and also provides 24/7 IT support at no charge to your organization.
- Clinicians will document directly in your EHR and e-prescribe any prescriptions necessary.
- Prior to your go-live, innovaTel will:
 - ☐ Ensure optimal technical set-up
 - ☐ Perform a number of test sessions between your site and your clinician
 - ☐ Provide ongoing, unlimited technical support to your organization at no additional cost.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Cortland County Agriculture District 2021-2029			
Name of Action or Project: Cortland County Agriculture District 2021-2029			
Project Location (describe, and attach a location map): Towns: Cincinnatus, Cortlandville, Cuyler, Freetown, Harford, Homer, Lapeer, Marathon, Preble, Scott, Solon, Taylor, Truxton, Virgil, Willet, V. Homer, V. McGraw			
Brief Description of Proposed Action: Having reviewed the criteria contained in 6NYCRR, Section 617.7, we find that there is no significant adverse environmental impact resulting from the modification of the District. It is the County's intent to support meaningful local farmland protection, encourage active farming on viable agricultural lands and strengthen current development patterns to reflect a rural lifestyle.			
Name of Applicant or Sponsor: Cortland County Legislature		Telephone: 607-753-5051 E-Mail: rcorpora@cortland-co.org	
Address: 60 Central Avenue			
City/PO: Cortland		State: New York	Zip Code: 13045
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO ☒	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO ☒	YES ☐
3. a. Total acreage of the site of the proposed action?		121,276.19 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		0 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☒ Rural (non-agriculture) ☐ Industrial ☒ Commercial ☒ Residential (suburban) ☒ Forest ☒ Agriculture ☒ Aquatic ☐ Other(Specify): ☒ Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☒
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: Homer Public Water Supply Source, City of Cortland Water Works, Village of McGraw Groundwater Protection overlay District.	☐	☒	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water:	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment:	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☒	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☒	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
☒ Shoreline ☒ Forest ☒ Agricultural/grasslands ☐ Early mid-successional ☒ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☐	YES ☒
16. Is the project site located in the 100-year flood plan?	NO ☐	YES ☒
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☒	YES ☐
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☒	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO ☒	YES ☐

49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO ☒	YES ☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO ☒	YES ☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Robert Corpora</u> Date: _____ Signature: _____ Title: <u>County Administrator</u>		



Homeland Security and Emergency Services

Interoperable and Emergency Communications

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner, DHSES

MICHAEL A. SPRAGUE
Director

Contract No. X600110

INTERGOVERNMENTAL MEMORANDUM OF AGREEMENT

By and Between

**NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
and
Cortland County
for**

TEMPORARY LOAN OF INTEROPERABLE COMMUNICATIONS RESOURCES

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

WITNESSETH:

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

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

WHEREAS, the County acknowledges receipt of said equipment;

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

1. PURPOSE

DHSES is providing the opportunity for each county to receive and use or continue to use equipment, software, and/or Mutualink Edge Subscription Service (hereinafter "Interoperable Communications Resources"), further described in Section 2, which will allow counties to communicate on a common platform for emergency management and public safety planning and response purposes. These resources are being provided on a loan basis and title to the Interoperable Communications Resources shall remain with the State at all times. The State has the right to recall the Interoperable Communications Resources at any time upon notification to the County, including the termination of the Edge User Subscription Service. In

Cortland County – DHSES Interoperable Communications Resources Loan

Contract No. X600110
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the event the State seeks to transfer title and ownership of any of the Interoperable Communications Resources described herein, the parties must execute a separate, mutually acceptable written agreement. The Parties acknowledge that the Interoperable Communications Resources issued under the terms and conditions of this MOA are not intended to provide all the equipment (hardware/software) appropriate and necessary for the operation of an interoperability network, and that the Interoperable Communications Resources issued are intended to enhance the ability of the County to successfully communicate with the State, other user local jurisdictions within the State, and adjoining states.

2. **DESCRIPTION OF INTEROPERABLE COMMUNICATIONS RESOURCES**

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

3. **TERM AND TERMINATION OF AGREEMENT**

- 3.1 The term of this Agreement, unless amended or extended by written mutual consent of the Parties, shall commence on the first Monday immediately following approval by the Office of the State Comptroller and shall terminate March 31, 2024, unless terminated earlier pursuant to the terms of this agreement.
- 3.2 DHSES may terminate this MOA immediately, upon written notice of termination to the County, if the County fails to comply with the terms and conditions of this MOA and/or with any laws, rules, regulations, policies, or procedures affecting this MOA. The termination shall be effective in accordance with the terms of the notice outlined in Section 17. DHSES reserves the right to take back the Interoperable Communications Resources in the event of a breach of this MOA or if the Interoperable Communications Resources are not being used to its full potential or are being misused.
- 3.3 Either party shall have the right to terminate this MOA early for: (i) unavailability of funds; (ii) cause; or (iii) convenience upon ten (10) business days' written notice.
- 3.4 Upon termination of the agreement or upon the request of DHSES, the County shall return all remaining equipment, less ordinary wear and tear, to DHSES. Any subscription or non-hardware services shall be terminated by DHSES pursuant to the notice provisions of this Agreement. The County agrees to undertake whatever actions are reasonably requested by DHSES to return possession of the Interoperable Communications Resources to DHSES within fifteen (15) business days.

4. **TERMS OF USE**

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

- 4.1 The County specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the State beyond the monies available for the purpose. Section 112 of the State Finance Law requires that any contract made by a State Agency which exceeds fifty thousand dollars (\$50,000) in amount, or if the State agrees to give something other than money when the value or reasonably estimate value of such consideration exceeds ten thousand (\$10,000), it shall not be valid, effective, or binding upon the State until it has been approved by the New York State Attorney General and the State Comptroller (OSC) and filed in the OSC.
- 4.2 The Parties agree that the County may use the Interoperable Communications Resources for emergency management and public safety planning and response. The County shall also be permitted to use such Interoperable Communications Resources for all other official public safety and emergency management communications on a day-to-day basis. The County agrees it shall keep the Interoperable Communications

Cortland County – DHSES Interoperable Communications Resources Loan

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

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

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

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

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

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

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

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

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

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

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

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

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

- 4.12 The County agrees that it shall provide DHSES, its vendors, and subcontractors with reasonable time and opportunity to properly maintain the Interoperable Communications Resources in accordance with the manufacturer's recommendations and all applicable laws and regulations.
- 4.13 Notwithstanding any other provision of this agreement, the County understands and agrees that the State may take back the Interoperable Communications Resources at any time for any reason, or may redeploy the Interoperable Communications Resources if it is determined to be needed in another area as directed by DHSES, and that the County must make the Interoperable Communications Resources immediately available. DHSES shall provide reasonable notice, or the maximum notice possible under the circumstances, to the County Point of Contact.
- 4.14 The County agrees that it has no claim in law or equity concerning the Interoperable Communications Resources, including hardware, software, or licenses.
- 4.15 The County agrees that it shall not sell or otherwise transfer the Interoperable Communications Resources to any other entity without the express written permission of DHSES.
- 4.16 Subject to sections 4.2.1 and 4.15 of this Agreement, the County and DHSES hereby agree that a minimum of one license will be dedicated for, and provided to, each of the following County officials or offices:
- 1) County Public Safety Answer Point;
 - 2) County Emergency Operations Center;
 - 3) County Emergency Manager; and
 - 4) County Fire Coordinator.

5. **OTHER TERMS**

- 5.1 The Parties acknowledge that the Interoperable Communications Resources issued under this MOA are not intended to provide all the resources appropriate and necessary for the County's communications capabilities but rather the Interoperable Communications Resources issued are intended to enhance the ability of the County to communicate with the State and other jurisdictions for emergency management and public safety planning and response.
- 5.2 The Parties acknowledge that the Interoperable Communications Resources issued or any resources to be issued in the future are subject to the availability of funding. The Parties reserve the right to expand the scope of the Interoperable Communications Resources distributed if funding is available.

6. **APPENDIX A**

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

7. **LOAN OF RESOURCES**

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

8. **COMPENSATION**

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

9. COUNTY POINT OF CONTACT

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

The County Point of Contact is:

[Insert name]

[Insert title, office]

[Insert agency]

[Insert address]

[Insert office number]

[Insert office email address]

10. DHSES POINT OF CONTACT

For the State of New York:

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

11. CONDITIONS AND MAINTENANCE OF INTEROPERABLE COMMUNICATIONS RESOURCES

- 11.1 DHSES will make its best effort to ensure that the Interoperable Communications Resources loaned under this Agreement are furnished to the County in a serviceable condition suitable for its intended use. However, DHSES makes neither warranty nor guarantee of fitness of the property for any particular purpose or use.
- 11.2 DHSES shall be responsible for the following: 1) ordering, purchasing, and accepting Interoperable Communications Resources; and 2) communicating to the Vendor the need to issue the Interoperable Communications Resources to the County.
- 11.3 The County shall be responsible to receive the Interoperable Communications Resources and document that the County's orientation with the Interoperable Communications Resources occurred. Additionally, the County shall, as appropriate, 1) provide periodic inventory reports to DHSES with the reports setting forth what equipment was issued; 2) assist in resolving equipment-related issues, such as defective equipment; 3) conduct any maintenance, as determined by DHSES, in accordance with the manufacturer's recommendations and all applicable laws and regulations to assist in its operational functionality; and 4) satisfy any State or federal reporting requirements.

12. INTEROPERABLE COMMUNICATIONS RESOURCES SECURITY

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

13. **NO THIRD-PARTY TRANSFERS**

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

14. **RETURN OF EQUIPMENT**

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

15. **LIABILITY AND INSURANCE**

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

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

16. **INTERPRETATION**

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

17. **NOTICES**

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

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

18. **AMENDMENTS**

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

19. **ENTIRE AGREEMENT**

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

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

ON BEHALF OF THE COUNTY:

ON BEHALF OF DHSES:

Name: _____

Name: _____

Title: _____

Title: _____

Contractor Acknowledgement for MOA# X600110

State of New York)
)ss.

County of _____)

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

(Signature and office of the person taking acknowledgment)

State of New York)
)ss.

County of _____)

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

(Signature and office of the person taking acknowledgment)

NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

And

Cortland County

Contract No. X600110

ATTACHMENT A

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

Cortland County – DHSES Interoperable Communications Resources Loan

Contract No. X600110
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From: [OIEC, DHSES \(DHSES\)](#)
To: [Scott Roman](#)
Cc: [Sprague, Michael \(DHSES\)](#); [Delaney, Matthew \(DHSES\)](#); [Waidelich, Joann \(DHSES\)](#)
Subject: 2021 Mutualink Memorandum of Agreement
Date: Tuesday, June 22, 2021 11:32:35 AM
Attachments: [Cortland County Mutualink 2021 Contract .pdf](#)
[AppendixA.pdf](#)

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

Dear Mr. Roman,

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

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

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

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

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

previously.

Return to:

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

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

Thank you.

Office of Interoperable and Emergency Communications

NYS Division of Homeland Security & Emergency Services

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

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

any State approved sums due and owing for work done upon the project.

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

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

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

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

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

ON MOTION OF KEVIN WHITNEY

RESOLUTION NO. 271-18

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

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

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

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

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

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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

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



Eric J. Mulvihill
Clerk of the Cortland County Legislature

ON MOTION OF RICHARD BUSHNELL

RESOLUTION NO. 162-15

Authorize Agreement - Emergency Response & Communications

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

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

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

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

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

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

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



Eric J. Mulvihill
Clerk of the Cortland County Legislature

UNITED STATES GENERAL SERVICES ADMINISTRATION
NOTICE OF DETERMINATION OF HOMELESS SUITABILITY AND AVAILABILITY
AND NOTICE OF SURPLUS DETERMINATION FOR FEDERAL REAL PROPERTY

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

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

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

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

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

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

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

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

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

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

More information about the property may be obtained by contacting:

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

NOTICE OF SURPLUS DETERMINATION

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

STATUTE

TYPE OF DISPOSAL

40 U.S.C. 545(b)(8)

Negotiated sale to public bodies for public purposes

]

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

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

Such written notice shall:

- 1) disclose the contemplated use of the property;
- 2) contain a citation of the applicable statute under which the public agency desires to procure the property;
- 3) state the length of time required to develop and submit a formal application for the property (where a payment to the Government is required under the statute, include a statement as to whether funds are available and, if not, the period required to obtain funds); and
- 4) give the reason for the time required to develop and submit a formal application.

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

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

For information contact:

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



U.S. General Services Administration
Public Buildings Service

June 17, 2021

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

Email Notice: sroman@cortland-co.org

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

Dear Mr. Roman:

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

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

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

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

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

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

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

Attachment: GSAResponseToCorland6-17-2021 (002) (184-21 : Accept Federal Government Surplus Real Property - FAA Tower Site - 3350

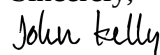
Real Property Utilization & Disposal Division
sonia.allon-singh@gsa.gov
F: 617-565-7520

And:

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

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

Sincerely,

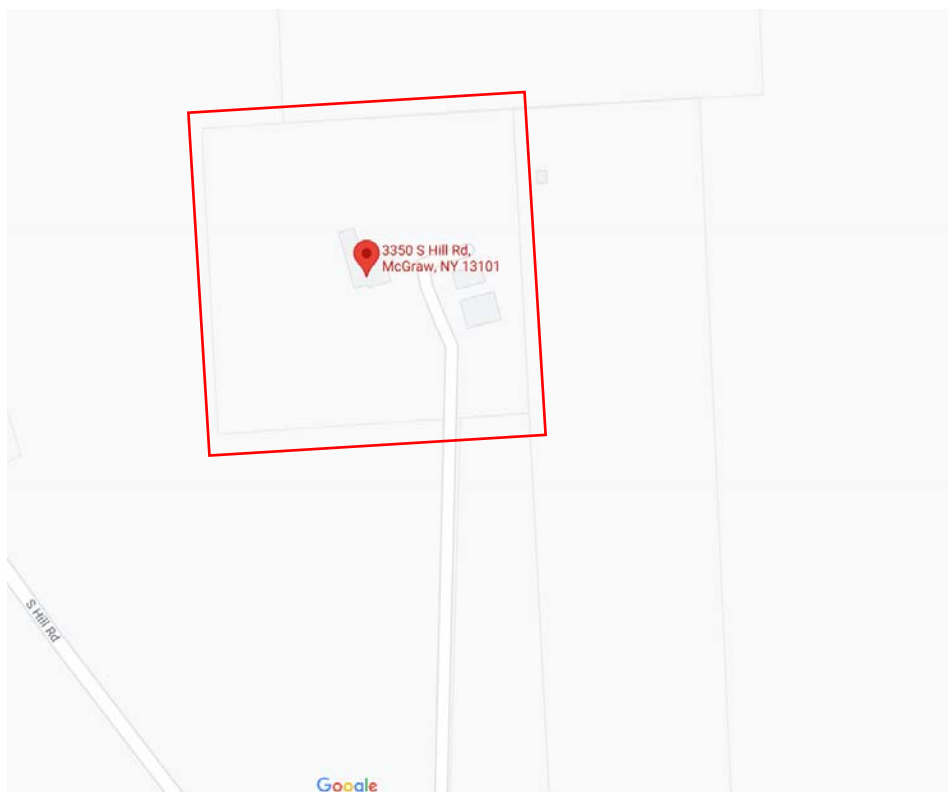
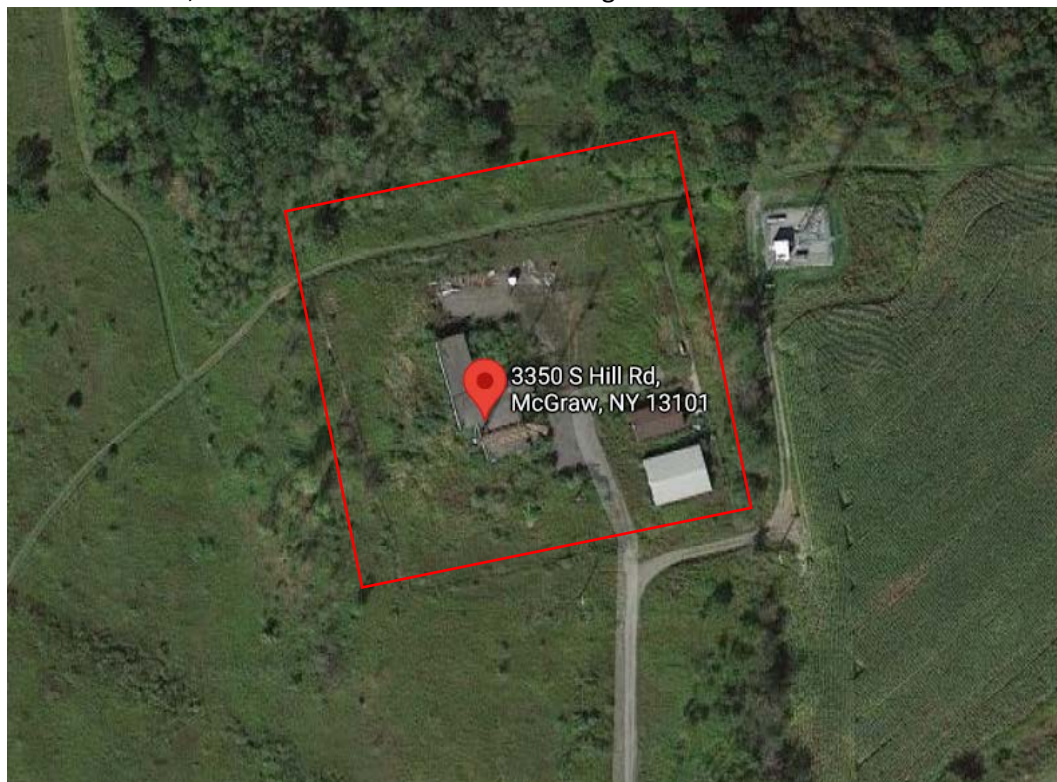


5AD990642DAB4F1...

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

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

3350 South Hill; Pictures before tower and building were removed





503 6

This Indenture,

Made the 13th day of March

Nineteen Hundred and Ninety

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

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

party of the first part, and

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

Witnesseth that the party of the first part, in consideration of Fifty-five Thousand and no/100----- Dollars (\$55,000.00) ~~(\$70,000.00)~~

lawful money of the United States, paid by the party of the second part, does hereby grant and release unto the party of the second part, its successors and assigns forever, all

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

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

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

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

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

1134

McGraw Site

LIBER 503 PAGE 7

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



503 PAGE 8

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

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

In Presence of

Seal

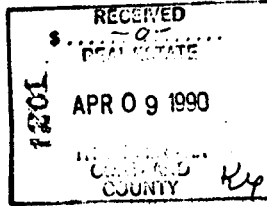
In Witness Whereof, the party of the first part has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officer this day of March Nineteen Hundred and Ninety

WESTERN UNION CORPORATION

By Thomas F. Murawski
Thomas F. Murawski,
Executive Vice President

APR 9 11 09 AM '90

CORLAND COUNTY
CLERK'S OFFICE
FILED FOR RECORD



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

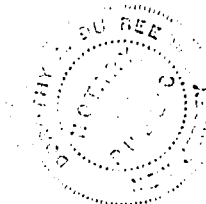
THOMAS F. MURAWSKI
to me personally known, who, being by me duly sworn, did depose and say that he resides in East Brunswick, New Jersey that he is the Executive Vice President of Western Union Corporation the corporation described in, and which executed, the within Instrument; that he knows the seal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

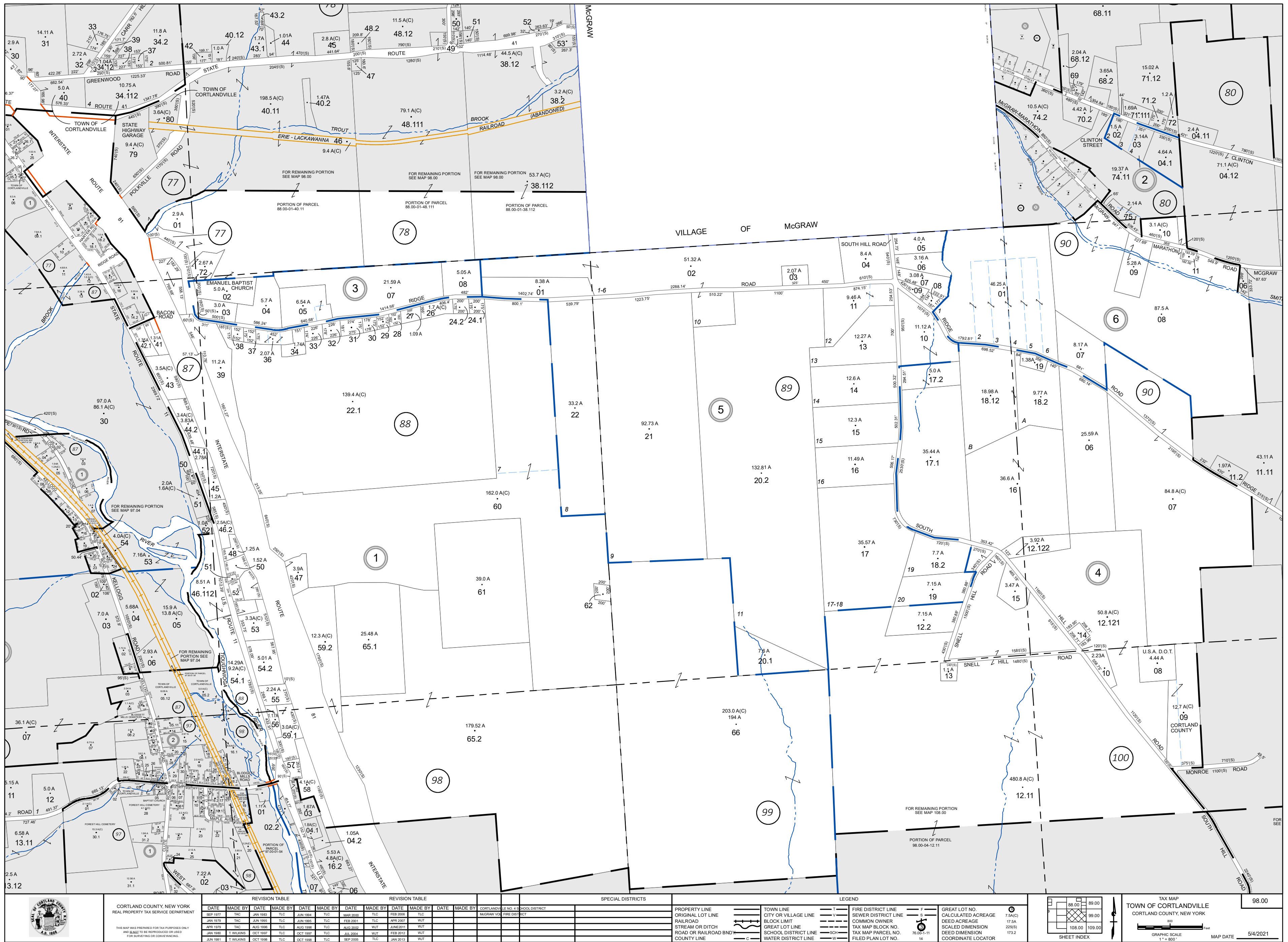
Dorothy A. DuBee

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

STATE OF NEW JERSEY } ss.
COUNTY OF CORLAND }
Recorded on the 9th day of
April A.D., 1990
at 11:09 o'clock A M. In book
503 of Deeds
at page 6 and examined.

Judith Kellman Clerk







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



Total Acreage/Size: 4.44
Land Assessment: 2021 - Tentative
 \$23,500
 2020 - \$23,500
Full Market Value: 2021 - Tentative
 \$126,235
 2020 - \$120,562
Equalization Rate: 2021 - Tentative
 89.00%
 2020 - 92.00%
Deed Book: 503
Grid East: 955681

Status: Active
Roll Section: Wholly Exem
Swis: 112289
Tax Map ID #: 98.00-04-08.000
Property Class: 832 - Telegraph
Site: COM 1
In Ag. District: No
Site Property Class: 832 - Telegraph
Zoning Code: -
Neighborhood Code: 90010
School District: McGraw
Total Assessment: 2021 - Tentative
 \$107,300
 2020 - \$107,300

Property Desc: Land & Bldgs No Road
 Frontage
Deed Page: 6
Grid North: 937545

Owners

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

Sales

No Sales Information Available

Utilities

Sewer Type:	Private	Water Supply:	Private
Utilities:	Electric		

Inventory

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

Buildings

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

Improvements

Structure	Size	Grade	Condition	Year	Replacement Cost
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Special Districts for 2021 (Tentative)

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

Special Districts for 2020

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

Exemptions

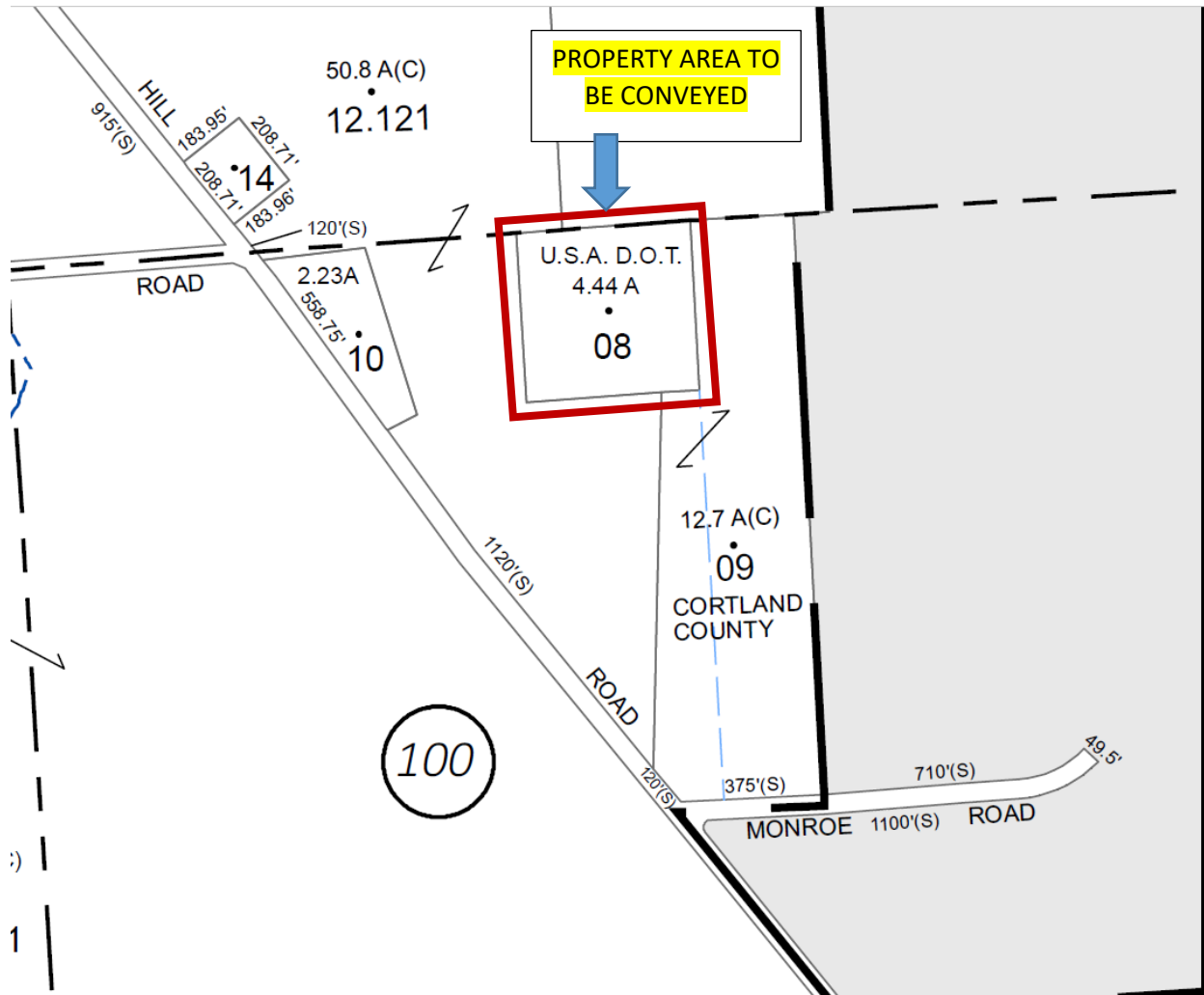
Year	Description	Amount	Exempt %	Start Yr	End Yr	V Flag	H Code	Own %
2021	U S A	(Tentative)\$107,300	0	1991				0
2020	U S A	\$107,300	0	1991				0

Taxes

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

TAX MAP 3350 SOUTH HILL ROAD - CORTLANDVILLE



<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER:</u> (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	<u>TYPE OF PROGRAMS:</u> <u>CFDA NUMBER:</u> <u>DHSES NUMBERS:</u>
<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000452 <u>MUNICIPALITY NO:</u> (if applicable) 110100000 000 <u>SFS VENDER NO:</u> 1000002588 <u>DUN & BRADSTREET NO:</u> 827784505	<u>INITIAL CONTRACT PERIOD:</u> FROM 01/01/2021 TO 12/31/2021 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$188,819.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable)
<u>CHARITIES REGISTRATION NUMBER:</u> n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts <u>X</u> APPENDIX A1 Agency-specific Clauses <u>X</u> APPENDIX B Budget <u>X</u> APPENDIX C Payment and Reporting Schedule <u>X</u> 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: <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Robert Corpora , Director Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract

Project No. PS20-1005-E00	Grantee Name Cortland County	06/28/2021
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Attachment: Award Contract draft (185-21 : Amend 2021 Budget to Accept 2020 Public Safety Answering Points Operations Grant and

Award Contract**Project No.**

PS20-1005-E00

Grantee Name

Cortland County

06/28/2021

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such 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

Award Contract**Project No.**

PS20-1005-E00

Grantee Name

Cortland County

06/28/2021

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

APPENDIX A-1

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

1. Appendix A-1¹
2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

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

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

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

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

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

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

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

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

L. Notice:

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

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

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

C. Termination:

1. Grounds:

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

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

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

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

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

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

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

2. Notice of Termination:

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

i. personal messenger service; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: <https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login>. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
5. If travel expenses are an approved expenditure under this Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Appendix C) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in

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

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

C. Claims for Reimbursement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Identifying Information and Privacy Notification:

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

comply with the following applicable provisions:

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

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

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

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

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

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

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

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

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

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

H. Notification of Significant Occurrences:

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

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

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

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

records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

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

2. Cost Allocation:

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

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

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

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

G. Publicity:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

L. Workers' Compensation Benefits:

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

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

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

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

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

2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.
3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.
4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:
 - a. to require updates or clarifications to the Questionnaire upon written request;
 - b. to inquire about information included in or required information omitted from the Questionnaire;
 - c. to require the Contractor to provide such information to the State within a reasonable timeframe; and
 - d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and
 - e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.
5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.
6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:
 - a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or
 - b. the State's discovery of any material information which pertains to the Contractor's responsibility.
7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

term of the Contract.

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

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

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

1. General Provisions

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

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

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

2. Contract Goals

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

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

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

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the 'Division'). If any of these

terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

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

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

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

c. Staffing Plan

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

d. Workforce Employment Utilization Report

- i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.
 - ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.
 - iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

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

5. Waivers

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

6. MWBE Subcontractor Utilization Quarterly Report

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

7. Liquidated Damages - MWBE Participation

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

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

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

8. M/WBE AND EEO Policy Statement

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

M/WBE

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

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

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

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

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

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

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

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

EEO

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

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

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

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

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

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

S. Additional Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

v. A Contractor spending in aggregate of \$10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable

deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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

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

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

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

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

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

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

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

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

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

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier

subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

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

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

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

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

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

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

1. General Administrative Requirements:

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

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

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

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

2. Affirmative steps must include:

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

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

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

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

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

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

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

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

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

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

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

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

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

O. Accounting for Grant Expenditures:

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

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

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

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

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

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

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

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

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

R. Equipment and Property:

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

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

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

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

b. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding

agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

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

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

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

ENDNOTES:

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

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

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

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

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

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

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

⁸ Not applicable to not-for-profit entities

VER 07/2020

Certified by - on

Award Contract**Project No.**

PS20-1005-E00

Grantee Name

Cortland County

06/28/2021

Budget Summary by Participant

Cortland County

Cortland County Department of Emergency Response & Communications - Version 1

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

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

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

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

Attachment: Award Contract draft (185-21 : Amend 2021 Budget to Accept 2020 Public Safety Answering Points Operations Grant and

Award Contract**Project No.**

PS20-1005-E00

Grantee Name

Cortland County

06/28/2021

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

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

A. Payment and Recoupment Language

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

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

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
- Written documentation of all required DHSES approvals, as appropriate

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

B. Interim and/or Final Claims for Reimbursement

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

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

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

Albany, NY 12242

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

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

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

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

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

Expenditure Report (Fiscal Cost Report)

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

Final Report

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

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

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

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

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

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

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

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

Rev. 07/2020

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Attachment: Award Contract draft (185-21 : Amend 2021 Budget to Accept 2020 Public Safety Answering Points Operations Grant and

Award Contract**Project No.**

PS20-1005-E00

Grantee Name

Cortland County

06/28/2021

Work Plan**Goal**

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

Objective #1

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

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

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

Task #1 for Objective #1

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

Performance Measure

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

Task #2 for Objective #1

Conduct allowable PSAP operations activities.

Performance Measure

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

Objective #2

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

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

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

Task #1 for Objective #2

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

Performance Measure

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

Task #2 for Objective #2

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

Performance Measure

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

Task #3 for Objective #2

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

Performance Measure

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

Award Contract

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

Special Conditions

Attachment: Award Contract draft (185-21 : Amend 2021 Budget to Accept 2020 Public Safety Answering Points Operations Grant and



Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

June 16, 2021

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

Dear Mr. Heider:

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

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

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

Thank you for your cooperation in this public safety endeavor.

Sincerely,

Patrick A. Murphy
Commissioner

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



Homeland Security and Emergency Services

ANDREW M. CUOMO
Governor

PATRICK A. MURPHY
Commissioner

March 8, 2021

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

Dear Mr. Heider:

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

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

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

Sincerely,

Patrick A. Murphy
Commissioner

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

Attachment: Cortland County award letter (186-21 : Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant

<u>STATE AGENCY</u> New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	<u>NYS COMPTROLLER'S NUMBER:</u> T838406 (Contract Number) <u>ORIGINATING AGENCY CODE:</u> 01077
<u>GRANTEE/CONTRACTOR:</u> (Name & Address) Cortland County 60 Central Avenue Cortland, NY 13045	<u>TYPE OF PROGRAMS:</u> HE2020 <u>CFDA NUMBER:</u> 20.703 <u>DHSES NUMBERS:</u> WM20838406
<u>FEDERAL TAX IDENTIFICATION NO:</u> 15-6000452 <u>MUNICIPALITY NO:</u> (if applicable) 110100000 000 <u>SFS VENDER NO:</u> 1000002588 <u>DUN & BRADSTREET NO:</u> 827784505	<u>INITIAL CONTRACT PERIOD:</u> FROM 04/01/2021 TO 07/31/2022 <u>FUNDING AMOUNT FOR INITIAL PERIOD:</u> \$5,172.00
<u>STATUS:</u> Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	<u>MULTI-YEAR TERM:</u> (if applicable)
<u>CHARITIES REGISTRATION NUMBER:</u> n/a (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. <u>n/a</u> Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	<u>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</u> ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts <u>X</u> APPENDIX A1 Agency-specific Clauses <u>X</u> APPENDIX B Budget <u>X</u> APPENDIX C Payment and Reporting Schedule <u>X</u> APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: 05/05/2021 <u>State Agency Certification:</u> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Robert Corpora , Director Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract

Hazard Materials Emergency Preparedness Grant Program

Project No.

HE20-1006-D00

Grantee Name

Cortland County

06/28/2021

Attachment: HAZMAT Award Contract draft (186-21 : Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant

Award Contract

Hazard Materials Emergency Preparedness Grant Program

Project No.

HE20-1006-D00

Grantee Name

Cortland County

06/28/2021

Attachment: HAZMAT Award Contract draft (186-21 : Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant

Award Contract

Hazard Materials Emergency Preparedness Grant Program

Project No.

HE20-1006-D00

Grantee Name

Cortland County

06/28/2021

Attachment: HAZMAT Award Contract draft (186-21 : Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant

Award Contract**Hazard Materials Emergency Preparedness Grant Program****Project No.****Grantee Name**

HE20-1006-D00

Cortland County

06/28/2021

Budget Summary by Participant

Cortland County

Cortland County Department of Emergency Response & Communications - Version 1

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

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

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

Attachment: HAZMAT Award Contract draft (186-21 : Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant

Award Contract

Hazard Materials Emergency Preparedness Grant Program

Project No.

HE20-1006-D00

Grantee Name

Cortland County

06/28/2021

Attachment: HAZMAT Award Contract draft (186-21 : Amend 2021 Budget to Accept 2020 Hazardous Materials Emergency Preparedness Grant

Award Contract**Hazard Materials Emergency Preparedness Grant Program****Project No.**

HE20-1006-D00

Grantee Name

Cortland County

06/28/2021

Work Plan**Goal**

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

Objective #1

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

Investment Justification - Not Applicable

NYS Critical Capability

Primary - Not Applicable

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

Task #1 for Objective #1

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

Performance Measure

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

Award Contract**Hazard Materials Emergency Preparedness Grant Program****Project No.**

HE20-1006-D00

Grantee Name

Cortland County

06/28/2021

STATE OF NEW YORK LETTER OF AGREEMENT

For

U.S. DOT Hazardous Materials Emergency Preparedness Grants

Administered by the NYS Division of Homeland Security and Emergency Services

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

STANDARD TERMS AND CONDITIONS**I. GENERAL CLAUSES**

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

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

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

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

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

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

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

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

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

J. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Purchase Order Agreements may

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

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

L. Grounds for Termination:

1. Mutual Consent: The Purchase Order Agreements may be terminated at any time upon mutual written consent of the State and the Recipient.
2. Cause: The State may terminate the Purchase Order Agreements immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and conditions of either Purchase Order Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to either Purchase Order Agreement.
3. Non-Responsibility: The State may make a final determination that the Recipient is non-responsible. In such event, the State may terminate the Purchase Order Agreements at the Recipient's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
4. Convenience: The State may terminate the Purchase Order Agreements in its sole discretion upon thirty (30) calendar days' prior written notice.
5. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Purchase Order Agreements or fails to pay the full amount of the allocation for the operation of one or more programs funded under the Purchase Order Agreements, the State Agency, may at its discretion, terminate or reduce the Purchase Order Agreements, provided that no such reduction or termination shall apply to allowable costs already incurred by the Recipient where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Purchase Order Agreements, all remaining funds paid to the Recipient that are not subject to allowable costs already incurred by the Recipient shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Purchase Order Agreements. The Recipient acknowledges that any funds due to the State Agency or the State because of disallowed expenditures after audit shall be the Recipient's responsibility.
6. Force Majeure: The State may terminate or suspend its performance under the Purchase Order Agreements immediately upon the occurrence of a "force majeure." For purposes of the Purchase Order Agreements, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

M. Notice of Termination:

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

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

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

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

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

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

P. Notification of Significant Occurrences:

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

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

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

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

S. Publicity:

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

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

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

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

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

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

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

U. Iran Divestment Act:

1. By entering into the Purchase Order Agreements, the Recipient certifies in accordance with State Finance Law Section 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List").

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

3. During the term of the Agreement, should the State receive information that a person (as defined in State Finance Law Section 165-a) is in violation of the above-referenced certifications, the State will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the New York State Iran Divestment Act of 2012 within 90 calendar days after the determination of such violation, then the State shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

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

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

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

II. FEDERALLY FUNDED GRANT REQUIREMENTS

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

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

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

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

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

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

1) Program and Administrative Requirements:

a) Title 49 of the Code of Federal Regulations

b) 49 CFR Part 110

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

2) Cost Principles:

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

3) Audit Requirements:

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

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

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

2) Affirmative steps shall include:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and

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

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

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

H. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=3e5dbbd506c7f96c8aa15b534181b9&mc=true&node=pt2.1.200&rgn=div5>.

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

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

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

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

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

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

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

K. Accounting for Grant Expenditures:

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

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

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

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

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

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Contract;

Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying (49 CFR Part 20), Debarment and Suspension (2 CFR Part 1200); and any special conditions set forth in the Contract;

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

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

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

N. Equipment and Property:

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

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

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

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

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

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

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

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

R. Appendix A to 2 CFR Part 25 outlines the requirements for the System for Award Management (SAM). Unless exempted from this requirement under 2 CFR Section 25.110, the recipient must maintain the information in SAM until the final financial report required under this award is submitted or the Recipient receives the final payment, whichever is later. This requires that the Recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. If the Recipient is authorized to make subawards under this award, it must:

- 1) Notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique entity identifier to you.

- 2) Not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

S. Ban on Text Messaging While Driving

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

"Driving"-

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

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

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

1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving

- i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
- ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

- i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

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

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

V. American Materials Required

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

This requirement does not apply:

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

micro-purchase threshold.

Revised April 2021

Certified by - on

Award Contract**Hazard Materials Emergency Preparedness Grant Program****Project No.**

HE20-1006-D00

Grantee Name

Cortland County

06/28/2021

Special Conditions**I. ALL GRANT FUNDS:**

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

A. Permissible Use of Funding

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

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HMEP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Training & Exercise Related Activities

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

D. NIMS Compliance

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

E. New York State Emergency Management Certification and Training Program

1. Participation in, and successful completion of, the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.
2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

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

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

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

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

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

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ARTICLE I DEFINITIONS

1. **Agenda** – is a summary of the order of business expected to come before a particular meeting of the Legislature. All bid openings, communications, petitions, notices, committee reports, annual reports, audits, resolutions, proclamations, recognitions, as well as any other business to appropriately come before the Legislature shall be listed.
2. **Amendment** – is a proposal to change the wording of a motion or a resolution. Upon request of any legislator in attendance, an amendment must be submitted in writing and distributed to all members.
3. **Amend Something Previously Adopted** – is a motion to change the Legislature's action on a portion of a resolution that has been adopted. This motion is in order as long as the portion to be amended is not something that has already been done that cannot be undone. A motion to amend something previously adopted requires a two-thirds vote without notice, or a majority vote of the entire membership with notice.
4. **Article** – is any resolution, petition, communication, notice, or report.
5. **Article postponed indefinitely** – is any article which is terminated for the particular Legislative session at which it is postponed indefinitely.
6. **Article postponed to time certain** – is any article postponed to a specific time (time c e r t a i n) to be taken up on a specific day.
7. **Authorized Agency** – is a corporation, association, institution, or agency authorized to receive and expend County money (see County Law, § 351).
8. **Chair** – is the Chair of the Cortland County Legislature, elected in accordance with Article II, Section 2-A of these Rules, Local Law No. 2 of 1972, and County Law §151.
9. **Citizen's Advisory Committee** – the County Legislature, by resolution, may appoint a committee of citizens of the County to act in an advisory capacity to any committee, department or office on any subject relating to the County government, pursuant to provisions in County Law §154. Term of said Committee shall not exceed the term of the appointing Legislature.
10. **Claim** – is any claim, bill, or account submitted to the Legislature pursuant to County Law (see County Law, § 369).
11. **Clerk** – is the Clerk of the Cortland County Legislature appointed in accordance with Article II of these Rules, Local Law No. 2 of 1972, and County Law §400-4(a) and County Law §475 or any amendments.
12. **Committee of the Whole** – is a committee composed of the members of the Legislature for the purpose of considering a subject which the members do not wish to refer to a Standing or Special

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Committee, but which is not in proper form for their final action. Committee of the Whole is NOT an executive session.

13. **Conflict of Interest** – no municipal officer or employee shall have an interest, direct or indirect, in any contract with the County of Cortland, or engage in any other activity prohibited by the Cortland County Code of Ethics (Local Law No. 2 of 2008), when such officer or employee, individually or as a member of a board, has the power or duty to:
 - A. Negotiate, prepare, authorize or approve a contract or authorize or approve payment thereunder;
 - B. Audit bills or claims under the contract; or
 - C. Appoint an officer or employee who has any of the powers or duties set forth above.
14. **Communication** – is any written instrument advising the Legislature of facts, situations, or problems (past, present, or future) having to do with the operation of Cortland County Government or the Legislature's powers under County Law. For informational purposes, official communications may be distributed to ~~or~~ and received and filed by the Legislature.
15. **Day** – a period from a certain day within which, or after, or before which, an act is a u t h o r i z e d or required to be done, meaning the number of calendar days exclusive of the calendar day from which the reckoning is made. If such period is a period of two days, Saturday, Sunday, or a public holiday must be excluded from the reckoning if it is an intervening day between the day from which the reckoning is made and the last day of the period. In computing any specified period of time from a specified event, the day upon which the event happens is deemed the day from which the reckoning is made. The day from which any specified period of time is reckoned shall be excluded in making the reckoning (see General Construction Law §20).
16. **Department Head** – is the County employee or employees elected, or appointed by the Legislature, chiefly responsible for the operation of any County Department.
17. **Ex-officio** – a member of the committee or board by virtue of an office held. Ex-officio members of committees have the same rights and privileges as all other members of the committee or board, including the right to vote. If an ex-officio member is NOT under the authority of the organization (Legislature), he/she has all rights and privileges, but not the obligations of a regular member, and does not count toward a quorum. An ex-officio member who IS under the authority of the Legislature (Chair) IS counted in the quorum.
18. **Excused Absence** – Prior notification of an absence to a Committee Chair, Clerk or Chair of the Legislature.
19. **Executive Session** – that portion of a meeting not open to the public. **Proceedings in Executive Session shall be confidential** unless the Legislature votes otherwise, or is required to be made public in accordance with NYS Public Officer's Law. The Legislature may conduct an executive session upon a majority vote of the Legislature taken in an open meeting, after a motion to enter



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into executive session, for one of the purposes enumerated in Public Officer's Law §105 (1) (a) through (h) as follows:

- A. matters which will imperil the public safety if disclosed;
- B. any matter which may disclose the identity of a law enforcement agent or informer;
- C. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
- D. discussions regarding proposed, pending or current litigation;
- E. collective negotiations pursuant to article fourteen of the civil service law;
- F. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
- G. the preparation, grading or administration of examinations; and
- H. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.

However, no action by formal vote shall be taken to appropriate public moneys during executive session.

Minutes of executive session shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. The summary need not include any matter which is not required to be made public by the Freedom of Information Law. Minutes taken in executive session shall be available to the public within one week from the date of the executive session.

Attendance at executive session shall be permitted to any members of the legislature and any other persons authorized by the Legislature.

- 20. **Interest** – a direct or indirect pecuniary or material benefit accruing to a County officer, employee or appointed official, spouse or child, whether the result of a contract with the County or otherwise. For the purpose of this chapter, a County officer, employee or appointed official shall be deemed to have an interest in the contract if (i) a spouse and/or children, except a contract of employment with the County; (ii) a firm, partnership or association of which such officer, employee or appointed official or spouse or child is a member or employee; (iii) a corporation of which such officer, employee or appointed official, or child is an officer or director; and (iv) the outstanding capital stock of a corporation which is owned by, or controlled directly or indirectly by an officer, employee or appointed official, or his/her spouse or child.
- 21. **Journal** – is the copy of the record of proceedings of the Cortland County Legislature for a calendar year in printed bound volume, or recorded by electronic means, or both, certified by the Clerk of the



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Legislature as a true copy. The Clerk of the Legislature shall ensure that a printed copy is published annually pursuant to County Law (see County Law, § 211).

22. **Legislature** – is the Cortland County Legislature, the elected county governing body, by whatsoever name designated. Whenever the term "County Board," "Board of Supervisors," "County Governing Board," "Elective governing body of the county" is referred to in any law, contract, or document pertaining to any of the functions, powers, obligations, and duties of such governing body, it shall be deemed to mean and refer to the County Legislature (see County Law§150-a).
23. **Majority Leader** – is the Cortland County Legislature's Majority Leader selected in accordance with Resolution No. 170-06.
24. **Majority Vote of County Legislature** – the majority number of weighted votes of the total membership of the Legislature.
25. **Meeting** – the official convening of ~~a public body~~ a legislative body for the purpose of conducting public business. This includes any meeting of a committee and any special, organizational, or other meeting.
26. **Member** – is either a duly elected member of the Cortland County Legislature or a member appointed by authority of Local Law No. 2, Article II, § 204, VACANCIES, for year 1972.
27. **Minority Leader** – is the Cortland County Legislature's Minority Leader selected in accordance with Resolution No. 170-06.
28. **Minority Report** – is the written report of ~~the a~~ minority party or a minority of any standing or special or committee.
29. **Motion** – is a formal proposal for action by a member in a meeting.
30. **Motion to Discharge** – is a motion relieving a Standing or Special committee of its responsibility to consider a matter referred to it and placing the matter on the agenda of the following meeting of the Legislature.
31. **Motion to Reconsider** – is a motion, subject to time limits, to bring again before the Legislature a motion which has been adopted, defeated, or postponed indefinitely, as long as something has not already been done which cannot be undone. This motion may only be made by a member who voted on the prevailing side. Requires a majority vote of the Legislature.
32. **Motion to Rescind** – is a motion to revoke the Legislature's action on a motion which has been adopted, as long as something has not already been done which cannot be undone. Requires a two-thirds vote of the Legislature.
33. **Motion to Suspend the Rules** – is a motion suspending the Rules of Order which requires a two-thirds vote and may be made by any member of the Legislature.
34. **Notice to Incoming Members** – the notice referenced in Article II, Section B. 1 of these Rules

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shall be in writing and shall be served by United States mail addressed to each incoming member at his/her last known postal address at least 48 hours before the date and time of the meeting (see County Law, §151(1).)

35. **Petition** – is a written request for action by the Legislature on a matter having to do with the operation of Cortland County Government or the Legislature's power under County Law.
36. **Previous Question** – is a motion to immediately end debate and amendment and take a vote on the question(s) before the Legislature. It requires a second, and a two-thirds vote, which is taken separately from and before the vote on the motion(s) to which it is applied.
37. **Privilege of the Floor** – is an opportunity granted to a person who is not a member of the Legislature to address an issue that is on the current Legislative agenda (see Article III Section 1.A.vi. for detail).
38. **Quorum** – is a majority of the total number of members of the Legislature, should no vacancy exist (see County Law §153(2) and General Construction Law §41).
39. **Recessed Meeting** – is a meeting called to complete unfinished business, or a meeting called because of failure to obtain a quorum at a meeting.
40. **Receive and File** – is a motion to receive a communication and have it placed on file with the Clerk of the Legislature.
41. **Refer (motion to)** – is a motion to refer a matter to a Standing or Special Committee as the Legislature deems appropriate.
42. **Regular Meeting** – is a meeting called for the purpose of transacting any and all business which the Legislature is authorized or permitted by law to transact.
43. **Resolution** – is a written instrument for consideration by the Legislature as recommended by a committee or the Chair in carrying out its power and duties pursuant to Statute or expressing the sense of the Legislature on a matter having to do with the operation of Cortland County Government.
44. **Resolutions of a Permanent Nature Requiring a Two-Thirds of Total Weighted Vote** – require a two-thirds vote of the total weighted vote and shall include those:
 - A. authorizing the purchase of property (See County Law, § 215);
 - B. authorizing the issuance of bonds (See General Municipal Law, § 99-g);
 - C. conveying property previously owned by the County, except property acquired by tax sale deed or for purposes of establishing a highway right of way (see County Law, § 215);
 - D. giving an easement or other substantial interest in property owned by the County (see County Law, § 215);

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- E. regarding membership of County employees in a State Retirement System;
- F. authorizing a class of property tax exemptions;
- G. creating departments, boards, or councils;
- H. amendment of the Rules of Order of the Cortland County Legislature;
- I. motions suspending the adopted parliamentary authority;
- J. any other action requiring a two-thirds vote as mandated by Federal, State or County law.

45. Resolutions Not of a Permanent Nature – require a majority vote of the total weighted vote and shall include those:

- A. transferring any funds within account numbers in excess of ~~\$10,000~~\$25,000;
- B. authorizing contracts;
- C. authorizing awarding of bids;
- D. authorizing correction of an assessment roll if approved by the Director of Real Property Tax Services; or
- E. other business which may appropriately come before the Legislature, which does not require a vote other than a majority vote.

46. Roll Call Vote – shall be taken as required by Statute or may be ordered on any pending motion at the request of a single member. The total number of weighted votes shall be entered in the record, along with the names of members voting for or against a matter considered by the County Legislature.

46.47. Special Article – is any resolution, petition, report, communication or motion which may appropriately come before the Legislature at a meeting without, however, being included on the agenda which has been distributed in accordance with the timeframe established in Article V of these Rules.

47.48. Special Committee – is a special committee established by resolution of the Legislature. Any resolution creating a special committee shall specify the powers and duties of the committee and the number of its members. Members are to be appointed by the Chair from the membership of the Legislature. Each member shall serve for the period specified in the resolution, but in no event longer than his or her term on the Legislature (County Law, § 154[2]).

48.49. Special Meeting – is a meeting called by the Clerk of the Legislature upon direction of the Chair or upon a written request signed by a majority of the members of the Legislature. Notice in writing stating the time, place and purpose of the special meeting shall be served personally or by mail or by electronic means upon each member (as he/she directs) by the Clerk of the Legislature at least forty-eight (48) hours before the date fixed for holding the meeting, or a member may waive the service of the notice for such meeting by a writing signed by him/her. Only business specified in the notice thereof may be transacted at a special meeting. (see County Law, §152).

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40. ~~Special Order~~ — a motion made to consider an item not included on the agenda. Requires a two-thirds vote.

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50. **Sponsor** – is the member or members whose motion or resolution is appropriately brought before the Legislature.
51. **Standing Committee** – is a committee established in accordance with Article XII of these Rules ~~by the Legislature for the purpose of aiding and assisting the Legislature in the transaction of its business. A resolution or local law establishing such committee shall specify the powers, duties and number of its members. Members are to be appointed by the Chair from the membership of the Legislature.~~ (see Article XII of these rules, County Law §154(1), and Local Law No. 2 of 1972).
52. **Table** – is a motion to allow the Legislature to lay the pending question(s) aside temporarily when something of an urgent nature arises. Is subject to time limits and requires a majority vote of the Legislature.
53. **Take from the Table** – is to make pending again before the Legislature a motion or resolution that had been previously tabled. It requires a second, is not debatable and requires a majority vote for adoption.
54. **Total Vote** – is the total number of weighted votes of all members of the Legislature.
55. **Weighted Vote** – the number of votes each Legislator casts at a Legislative meeting in a roll call vote pursuant to the current duly adopted plan of apportionment. ~~(Local Law No. 2 of 2002).~~
56. **Whole Number of Members** – is the total number of members that the Legislature would have were there no vacancies and were none of the members disqualified from acting (see County Law, § 153(9) and General Construction Law §41).

**ARTICLE II
ORGANIZATION**

1. Biennial Organizational Meeting

A. Scheduling

In accordance with County Law §151 and Local Law No. 2 for year 1972, Article II, Section 202, the County Legislature shall meet on the first Wednesday of January at 10:00 a.m., except when the first Wednesday shall be January 1st, in which event it shall be the following day, and every even year thereafter for the purpose of organization and for the transaction of such other business as may come before it.

B. Notification

- i. The Clerk of the outgoing Legislature shall serve upon each member of the incoming Legislature a notice stating:
 - a. the date, time, and location of the organizational meeting;



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- b. that a Chair shall be elected; and
 - c. any other matter to come before the Board.
- ii. In the event of the inability or failure of the Clerk of the outgoing Legislature to serve notice as provided in Article II, Section B. 1 of these Rules, the County Clerk of Cortland County shall call the biennial organizational meeting on or before January 15th in even- numbered years.

C. Business

The business to come before the biennial organizational meeting shall be as follows:

- i. election of a Chair (County Law §151, Local Law No. 2 of 1972);
- ii. appointment of a Clerk (County Law §400(4)(a), County Law §475, and Local Law No. 2 of 1972);
- iii. receive and file the designation of the Majority Leader and Minority Leader (if available);
- iv. appointment of a County Attorney (County Law §400(4)(a), §500);
- v. appointment of a County Auditor (County Law §600);
- vi. appointment of a Public Defender (County Law §716);
- vii. appointment of a Veterans' Services Officer (County Law §800); and
- viii. any other business necessary and appropriate to come before the meeting.

2. Elections and Appointments

A. Appointment Process Timeline

- i. In September of the year during which the term of appointment is set to end (no later than the last working day of the month), the current employees shall indicate to the Chair of the Committee to which they report:
 - a. Clerk of the Legislature – Government Operations Committee
 - b. County Attorney – Government Operations Committee
 - c. County Auditor – Finance & Administration Committee
 - d. Public Defender – Judiciary & Public Safety Committee
 - e. Veterans' Services Officer – Health & Human Services Committee

* Whether or not they shall seek another term of appointment, the notice by the current appointee shall be delivered in writing to the appropriate Committee Chair AND the Personnel Officer.



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- ii. In October, following the appointees' indication in September of a decision to seek another term, the Chair of the Committee shall:
 - a. In the event the appointee seeks re-appointment, the current appointee's performance evaluation shall be reviewed in the month of October; or
 - b. In the event the appointee does NOT seek re-appointment, have the Personnel Officer post the position as vacant as of December 31st of that year, subject to appointment at the biennial organizational meeting of the Legislature as the Rules of Order provide.
- iii. In November, following the current appointee's performance evaluation, the Chair of the Committee to whom the appointee reports shall indicate the committee's:
 - a. Recommendation to re-appoint the current appointee; or
 - b. Request to determine the position as an anticipated vacancy as of December 31 of that year and to have the Personnel Officer post the position as such subject to appointment at the biennial organizational meeting of the Legislature as the Rules of Order provide.

Any person who meets the minimum qualifications for one of the appointed positions shall apply to the Personnel Officer to fill one of the anticipated vacancies. The current appointee who has not been recommended for re-appointment may apply for the posted position.

- iv. At the next biennial organizational meeting following the election of the current Legislature, the full Legislature shall appoint persons to fill each of the positions scheduled to be filled as follows:
 - a. 1st The current appointee recommended by the last sitting committee shall be nominated and considered for the position by vote of the new sitting legislature; if not approved for appointment by a sufficient vote of the legislature; then
 - b. 2nd The legislature shall then nominate and consider from the applicants who filed appropriate documentation with the Personnel Officer, any such successfully nominated applicant shall be subject to meeting other requirements as the County has established (i.e. drug test); if no such applicant is approved for appointment by a sufficient vote of the legislature; then
 - c. 3rd The legislature shall accept from the floor nominations of persons who did not apply. These nominations shall be subject to providing valid and sufficient proof that they meet the minimum qualifications for the position and subject to all other requirements demanded of new employees of the County.

Procedure for Election of a Chair

- ~~i. In accordance with Article II, Section 202, ORGANIZATION, of Local Law No. 2 for year 1972, at each biennial organizational meeting, the Clerk of the outgoing Legislature shall call the meeting to order and preside over the election of the Chair.~~
- ~~ii. The Chair shall be elected by a majority vote of the whole number of weighted votes of the total membership of the Legislature. The Clerk of the County Legislature last elected shall act as Chair pro tem. He/She shall call the County Legislature to order~~

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and call the roll, followed by a pledge of allegiance to the flag. Whereupon the Chair pro tem shall declare, "The first order of business is the election of the Chair." Nominations for the office of Chair shall then be taken from the floor and such nominations must be seconded. Before proceeding to an election, the Chair pro tem shall inquire if there are any further nominations. If there is no response, the Chair pro tem shall declare the nominations closed. Voting shall be by full roll call with each legislator, when the legislator's name is called, declaring the name of the candidate of the legislator's choice who has been duly nominated and seconded. Should there be no weighted majority of the Legislature after the initial roll is called, the two nominees receiving the highest number of votes shall then be the only candidates named for a second round of roll call voting. Voting will again be by full roll call with each legislator, when the legislator's name is called, declaring the name of one of the two candidates remaining. Upon voting of the County Legislature; whereupon the Chair pro tem shall declare the duly elected Chair. Upon election, the Chair shall immediately assume all duties and responsibilities of the office and shall continue to act in such capacity until the termination of his/her office.

~~iii~~.ii. The Chair's term will be through December 31 in the next odd-numbered year.

~~iv~~.iii. In the event a Chair is not elected at the biennial organizational meeting, a Chair shall be elected at a recessed meeting held no later than February 1 in the even-numbered year.

~~v~~.iv. In the event of the failure of the Legislature to elect a Chair on or before February 1 in the even-numbered year, the County Clerk of Cortland County shall appoint a member of the Legislature as Chair, who shall serve through December 31 of the next odd-numbered year.

C. Appointment of a Clerk

- i. At each biennial organizational meeting following the election of the Legislature, the Legislature shall appoint a Clerk of the Legislature, in accordance with County Law §400 (4)(a) and County Law §475. The Clerk of the Legislature shall also serve as County Historian.
- ii. The Clerk of the Legislature shall be appointed by a majority vote of the weighted votes of the total of the Legislature.
- iii. The Clerk of the Legislature shall serve at the pleasure of the Legislature until replaced or removed by the Legislature (see County Law, § 475[1]).

D. Appointment of the County Attorney

- i. At each biennial organizational meeting following the election of the Legislature, the Legislature shall appoint a resident attorney as County Attorney, in accordance with § 500 of County Law.

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- ii. The term of office of the County Attorney shall run concurrent with the elected members of the Legislature, in accordance with County Law, § 500.
- iii. The County Attorney shall be appointed by a majority vote of the weighted votes of the total of the Legislature.

E. Appointment of the County Auditor

- i. At each biennial organizational meeting following the election of the Legislature, the Legislature may appoint a County Auditor, in accordance with County Law, § 600.
- ii. The term of office of the County Auditor shall be for the term for which the membership of the Legislature appointing him/her was elected, in accordance with County Law, § 600, or for a term as may be determined by local law not to exceed four years.
- iii. The County Auditor shall be appointed by a majority vote of the weighted votes of the total of the Legislature.

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F. Appointment of a Public Defender

- i. At each biennial organizational meeting following the election of the Legislature, the Legislature shall appoint a Public Defender, in accordance with Local Law No. 26 for year 19662021. (See County Law, § 716).
- ii. The term of the office of Public Defender shall be for the term for which the membership of the Legislature appointing him/her was elected or for a term as may be determined by local law not to exceed four years.
- iii. The Public Defender shall be appointed by a majority vote of the weighted votes of the total of the Legislature.

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G. Appointment of a Veterans' Services Officer

- i. At each biennial organizational meeting following the election of the Legislature, the Legislature shall appoint a County Veterans' Services officer, in accordance with County Law § 800.
- ii. The term of office of the Veterans' Services shall be for the term for which the membership of the Legislature appointing him/her was elected or for a term as may be determined by local law not to exceed four years.
- iii. The Veteran's Services Officer shall be appointed by a majority vote of the weighted votes of the total of the Legislature.

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ARTICLE III



CORTLAND COUNTY LEGISLATURE RULES OF ORDER

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AUTHORITY OF THE CHAIR

1. Legislative Meetings

A. At any meeting of the Legislature, the Chair shall:

- i. call the meeting to order at the set time;
- ii. proceed to the business in the manner prescribed by these Rules, unless there is no quorum;
- iii. preserve order and decorum in debate, preventing personal reflections and confining members' remarks to the question under debate;
- iv. recognize members entitled to speak in debate, ruling which member is first entitled to speak when two or more members seek recognition simultaneously; this ruling shall be subject to appeal from the ruling of the Chair;
- v. rule on the priority of business and all points of order, subject to appeal from the ruling of the Chair. On each appeal, the Chair shall have the right to speak first and last in debate, if the question is debatable, to explain the reason(s) for the ruling; ~~all other members may speak once in debate if the question is debatable;~~
- vi. grant the privilege of the floor to individuals who have signed in before the beginning of the session and set the time limit, up to but not more than **five (5) minutes** per speaker, **which, upon authority of the Chair, may be extended:**

Public Comment: Privilege of the floor shall be granted to any individual in the manner prescribed as follows: Any person or group may request permission to appear before the Legislature by signing on the provided sign-in sheet. The Legislature will provide a thirty (30) minute public comment period, at the discretion of the Chair, or upon majority vote of the Legislature, the public comment period may be extended, before resolutions are acted upon. Said thirty minutes will be divided evenly among the number of persons or groups that wish to appear before the Legislature, with no one person or group appearing for more than **five (5) minutes**. The **five-minute time limit per speaker may be extended and/or limited at the discretion** of the Chair or upon majority vote of the Legislature to accommodate the group. This rule shall not apply to the County Administrator, Department heads, or others invited to appear before the legislature. The Chair shall preserve order and decorum. He or she shall prevent any persons speaking, including members of the Legislature, from making personal or derogatory comments regarding individuals and he or she shall confine the speakers to subject matters pertaining to the agenda. The Chair shall have the authority to have disruptive individuals removed from the meeting.

These actions shall be subject to appeal from the ruling of the Chair:

- i. in the absence of a quorum, take actions necessary to obtain a quorum;
- ii. on the request of any member, or at his/her own discretion, divide a resolution that contains two or more distinct propositions; and which can be considered separately;
- iii. vote on all questions, unless excused from voting on a particular question;

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- iv. appoint a Chair pro-tem to preside over the Committee of the Whole;
- v. excuse a member from any meeting in accordance with the definition of an excused absence;
- vi. declare any meeting recessed at which a quorum cannot be obtained.

B. At any meeting of the Legislature, the Chair may:

- i. vary the order of business from the defined order of business, subject to appeal from the ruling of the Chair by the legislative body;
- ii. call any qualified individual temporarily to the position of Clerk of the Legislature, in accordance with County Law §400;
- iii. allow a minority report to be presented and heard; and
- iv. introduce a resolution to the Legislature when content or subject matter does not fall within the jurisdiction of a statutory committee.

C. The Chair may direct the Clerk of the Legislature to call a Special Meeting of the Legislature subject to limitation of these rules, and County law.

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2. Committee Responsibilities

The Chair shall:

- A. within 15 days of his/her election to the position of Chair, appoint all Committee Chairs and members of Standing Committees, filing a list of same with the Clerk of the Legislature. When feasible, each political party shall be represented on each committee in its proportion to representation on the Legislature;
- B. within 15 days of creation of a Special Committee, appoint its Chair and members, filing a list of same with the Clerk of the Legislature. When feasible, each political party shall be represented on each committee in its proportion to representation on the Legislature;
- C. fill any vacancies in any Standing or Special Committee, in compliance with County Law § 154;
- D. reassign or remove committee Chairs or members as necessary;
- E. when deemed necessary, call a meeting of a Standing or Special Committee subject to the limitations of these rules;
- F. subject to the approval by resolution of the Legislature, assign additional duties to Standing or Special Committees;



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- G. sit on Standing or Special Committees as an ex-officio member in compliance with County Law § 450.

3. **Communications**

A. **Resolutions**

Upon receipt of any resolution, forward it to:

- i. the Clerk of the Legislature;
- ii. the Chair of the appropriate committee(s);
- iii. the Majority Leader;
- iv. the Minority Leader; and
- v. other appropriate individuals.

B. **Communications from the Clerk of the Legislature**

Upon receipt of any petition, communication, or notice from the Clerk of the Legislature, forward it, if applicable, to:

- i. the Chair of the appropriate committee(s);
- ii. the Majority Leader;
- iii. the Minority Leader; and
- iv. other appropriate individuals.

C. **Communications from Others**

Upon receipt of any petition, communication, or notice from any individual other than the Clerk of the Legislature, forward it, if applicable, to:

- i. the Clerk of the Legislature;
- ii. the Chair of the appropriate committee(s);
- iii. the Majority Leader;
- iv. the Minority Leader; and
- v. other appropriate individuals.

4. **Oath of Office**

Within 20 days of being elected Chair, execute and file in the office of the County Clerk of Cortland County an official oath by being sworn in and signing the official oath book as Chair, in compliance with County

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Law, § 450. The Chair will also execute and file an official undertaking in such amount as required by the Legislature.

5. Administrative Responsibilities – The Chair

- A. shall supervise the Clerk of the Legislature;
- B. shall oversee the use of the Legislative Chambers and offices or shall designate an individual to oversee the use of the Legislative Chambers and offices;
- C. shall, no later than the last session in June of each year, give a State of the County address, at which time member reports may also be given;
- D. may represent the County in all proceedings before the Public Service Commission and at all other public hearings and conferences deemed necessary to attend;
- E. shall, in case of attack or public disaster, direct the performance by agencies and public offices of the County of specific duties and implement the provisions of Article Three of the New York State Emergency Defense Act and the County Emergency Plan;
- F. shall become familiar with the property, function, and fiscal affairs of the County;
- G. shall ensure that the statutory and local laws and resolutions of the Legislature and directions of County officials empowered to make the same are faithfully executed. Any neglect of duty shall be reported to the Legislature;
- H. shall determine which official shall perform a particular power or duty not clearly defined by law;
- I. may attend meetings of all boards, commissions, or other bodies appointed by the Legislature; those exercising County functions; or those expending County funds, in compliance with County Law, § 450;
- J. may inspect all books, accounts, records, or documents pertaining to the property, money, or assets of the County over which the County has control, in compliance with County Law, § 450;
- K. may make recommendations to the Legislature on legislation, rules, and regulations, and such other matters deemed material and advisable;
- L. may transfer employees temporarily from one department or office to another, with the approval of the appropriate department head(s) or the Legislature, in compliance with County Law, § 450;
- M. shall recommend to the Legislature persons for appointment to the Industrial Development Agency, which shall be politically balanced;

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- N. shall approve the agenda for Legislative sessions prior to distribution;
- O. shall, after his/her election as Chair, assign seating for the members of the Legislature, ~~or~~ delegate this authority to the Clerk of the Legislature;
- P. shall appoint the members of all management teams for the negotiating of labor contracts;
- Q. shall perform an annual performance evaluation with the appropriate Committee Chairs and other appropriate personnel for the Clerk of the Legislature, County Attorney, County Auditor, Public Defender, and Veterans' Services Officer;
- R. shall perform an annual performance evaluation for the County Administrator in compliance with the Administrator's current contract.

6. **Temporary Chair**

In the absence of the Chair for a meeting, the Majority Leader shall serve as temporary chair. In the absence of the Chair and the Majority Leader, the Minority Leader shall serve as the temporary chair. In the absence of the Chair, the Majority Leader, and the Minority Leader, a temporary chair shall be elected by a majority vote of those members present and voting. Said vote shall be overseen by the Clerk of the Legislature.

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7. Permanent Vacancy

In the event of a vacancy in the office of Chair as defined by Public Officers' Law, § 30, the Clerk of the Legislature shall, within ten calendar days of such vacancy, call a meeting of the Legislature with notice provided in accordance with these Rules. At such meeting, a member shall be elected Chair, who shall serve as Chair for the unexpired term.

In the event of the failure of the Legislature to elect a new Chair within 30 days after the vacancy, the County Clerk shall appoint a member of the Legislature to serve as Chair for the unexpired term.

**ARTICLE IV
AUTHORITY OF COMMITTEE CHAIRMEN**

1. Each committee Chair shall:

- A. appoint a Vice Chair to preside in his/her absence;
- B. schedule committee meetings and cause committee members and the Clerk to have notice of all meetings. Public notice of the time and place of a meeting scheduled at least one week prior thereto shall be given to the news media and shall be conspicuously posted in one or more designated public locations at least 72 hours before such meeting. Public notice of the time and place of every other meeting shall be given, to the extent practicable, a reasonable time prior thereto (Public Officers Law §104.);
- C. schedule a committee meeting on receipt of a request signed by at least a majority of the committee members. Said request shall state a date, time, place, and subject for said meeting;
- D. prepare, or cause to be prepared by the Clerk of the Legislature an agenda for each committee meeting;
- E. add additional items not included on the agenda upon a majority vote of those present and voting, a quorum being present;
- F. upon receipt of any resolution, petition, communication, or notice, consult with each member of the committee in the manner he/she deems appropriate. Action can only be taken in an appropriately called and conducted meeting;
- G. invite appropriate individuals to a committee meeting when their resolutions are being considered;
- H. when reporting any resolution to the Legislature, provide all appropriate relative material to the Clerk of the Legislature;



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- I. delegate two members of the committee, who shall participate in the selection of a Department Head in a department assigned to it in these Rules, for appointment by the Legislature.

2. **Each committee Chair may:**

- A. appoint a person(s) from the standing committee membership to study any issue deemed appropriate, accountable to the full committee;
- B. schedule meetings with Department Heads or heads of authorized agencies to discuss mutual objectives and problems;
- C. explain the purpose and provisions of resolutions reported from the committee before the debate begins in a Legislative session; and
- D. present a resolution not already on the agenda to the Legislature by a motion suspending the rules.

ARTICLE V

RESPONSIBILITIES AND DUTIES OF THE CLERK OF THE LEGISLATURE

The Clerk shall:

1. keep a record of all acts and proceedings of the Legislature and be the custodian of records and papers having to do with the Legislature's actions (See County Law, § 475);
2. record in the minutes whenever the Privilege of the Floor is granted, specifying the speaker and including a brief summary of what was said;
3. record in the minutes the sponsor and the seconder of all resolutions and motions;
4. call the roll in alphabetical order by the members' surnames, with the Chair being called last, and enter it in the minutes, specifying which members were present, absent, excused, and how each member voted;
5. certify local laws and resolutions in the order in which they are adopted and consecutively number local laws and resolutions in separate series as they are certified, each series continuing through one calendar year;
6. forward copies of local laws and resolutions adopted by the Legislature to the appropriate parties;
7. publish all roll call votes in the Journal and maintain a record of roll calls, which shall be available for public inspection prior to publication in the Journal;

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8. maintain a general index of all local laws and resolutions of a permanent nature;
9. file all adopted Local Laws with the Secretary of State and the Cortland County Clerk and republish in the Newspaper of record as required;
10. file with the Cortland County Clerk all documents as directed by a majority vote of the Cortland County Legislature;
11. distribute to each member and others as deemed appropriate, or as directed by the Legislature or Chair, copies of the minutes of a Legislative session prior to or with the agenda of the next Legislative meeting;
12. upon direction of the Chair, or upon written request signed by a majority of the whole number of members of the Legislature, call a Special Legislative Meeting and serve personally or by mail upon each member at least 48 hours before the date fixed for the meeting, a written notice stating the date, time, location, and purpose of the Special Meeting in the case of an emergency, the 48 hour requirement may be waived by a majority vote of the Legislators present and voting, a quorum being present and all members having been notified (see County Law, § 152);
13. in the absence of a quorum, notify all members that a recessed meeting will be held giving the date, time, and location of the recessed meeting;
14. in the absence of the Chair, the Majority Leader, and the Minority Leader for a meeting, call the Legislature to order and preside over the election of a Chair Pro-Tem from the membership of the Legislature, who shall exercise the powers and duties of the Chair for the duration of the Chair's absence;
15. upon receipt of any petition, communication, or notice from anyone other than the Chair, forward a copy to the Chair, the Majority Leader, the Minority Leader, and other appropriate individuals;
16. on the fourth calendar day prior to a regular meeting, prepare and distribute an agenda which shall include, among other things, a listing of articles received in his/her office;
17. make copies of the agenda available to the public in his/her office after distributing it to the members and be responsible for posting said agenda to the Legislature's website;
18. make copies of all roll call votes available to the public one day after the conclusion of the meeting at which they were taken;
19. by 10:00 a.m. on the business day prior to a meeting, place a copy of each resolution to be considered at the meeting on the desk of each member, and send an electronic copy and have a paper copy on the desk of each member on the day of the meeting;
20. send notices of committee meetings to all Legislators, the County Attorney, and other appropriate individuals at least 72 hours in advance of a committee meeting;

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21. record all notices of committee meetings;

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22. receive reports as requested by the Legislature;
23. receive annual reports from Department Heads and heads of authorized agencies, as directed by the Legislature or required by law;
24. upon receipt of a tentative budget from the Budget Officer, distribute a copy to each member;
25. prepare a list of committees and their members, and distribute to all Legislators and Department Heads and have available for the general public within 30 days of the committee appointments;
26. within 50 days after election or appointment of new members, distribute to them the last Legislative Journal, the current County budget, and if available, the tentative County budget for the next fiscal year;
27. ensure each member has a copy of the current edition of *Robert's Rules of Order Newly Revised* and the Rules of Order of the Cortland County Legislature;
28. prepare an annual budget for the Legislature;
29. report to the Legislature through the Chair;
30. within seven business days following a Committee meeting but in no event no later than the day two days prior to the next Legislative Session, have prepared and forward draft minutes of the meeting to all Legislators that shall specify, among other items, the time, date, and place of the meeting, the persons in attendance, the resolutions voted on and the vote on each;
31. shall serve as the County Historian (see County Law, § 400);
32. shall serve as the Public Information Officer;
33. shall serve as the (Freedom of Information Law) FOIL Officer for Cortland County;
34. ensure that minutes of all Legislative and committee meetings are posted to the County's website in accordance with the time frames identified in Public Officers' Law §106, including video recordings of the meetings.
35. perform such additional duties as the Legislature or the Chair may direct (See County Law, § 475);

**ARTICLE VI
POWERS AND DUTIES OF THE COUNTY ATTORNEY AND THE COUNTY
ADMINISTRATOR**

1. The County Attorney shall:

- A. act as the legal advisor to the Legislature and other County officials in all matters involving

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an official act of a civil nature (See County Law, § 501);

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- B. be present at all Legislative meetings unless excused by the Chair, and committee meetings, if requested by the Committee Chair. In cases where the County Attorney cannot be present, ensure that an Assistant County Attorney shall be present; and
- C. by 10:00 a.m. on the business day prior to a meeting, approve all resolutions included on the agenda for form and legal content, indicating his/her approval on the original copy, consulting with the sponsor if necessary, before approving said resolution.

2. The County Administrator shall:

- A. be directly responsible to the County Legislature, and, on behalf of the County Legislature shall perform the functions of chief administrative officer, with the County Legislature retaining the final administrative authority (see Local Law No. 7 for the of 2002, Local Law No. 3 for the year 2003;
- B. be the Budget Officer of the County, responsible for preparing the tentative budget and presenting it to the Budget and Finance Committee for approval and then to the County Legislature for final adoption (see Local Law No. 3 of 2003 and County Law §353 and §354); and
- C. any other duties as assigned by the Legislature which do not curtail, diminish, transfer or divest the Cortland County Legislature (or any elected official) of any functions, powers or duties (see Local Law No. 7 of 2002, Local Law No. 3 of 2003 and Municipal Home Rule Law §23, County Law §154(6)).

**ARTICLE VII
PRESENTATION OF RESOLUTIONS**

- 1. All resolutions shall be in writing and shall include a brief title summarizing the purpose of the resolution (see County Law, § 153).
- 2. All resolutions shall be filed with the Clerk of the Legislature, and whenever possible shall be written in the affirmative.
- 3. Resolutions to be included on the agenda shall have the majority vote of those present (a quorum being present) of the appropriate Statutory Committee and shall be filed on or before the fourth calendar day before a regular meeting, and at least 48 hours before a Special Meeting. Resolutions voted down by the Finance and Administration Committee shall be so noted when presented to the Legislature.
- 4. Resolutions creating a Special Committee shall specify the powers and duties of the committee and the number of members. (See County Law, § 154)



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5. Resolutions pertaining to bills pending before the Congress or the State Legislature shall specify the bill number and the name of the sponsor(s).
6. An amended version of a resolution on the agenda may be filed by the sponsor for consideration at any time before the Legislature convenes.
7. Upon the request of any member, an amendment to a resolution shall be in writing. Copies of the amendment shall be distributed to all members.
8. A sponsor, upon approval of a majority of the committee, may request permission to withdraw a resolution any time before a final vote is taken. The same resolution with the same intent may not be withdrawn by the sponsor more than three (3) times per calendar year.
9. A sponsor shall be given an opportunity to explain a resolution, its purpose, and his/her reason for introducing the resolution prior to the opening of debate in the Legislature.
10. The same resolution with the same intent offered by the same sponsor may be introduced as a new agenda item only three (3) times per calendar year.
11. Any resolution withdrawn from the Legislative agenda shall begin the committee approval process again and shall not be re-introduced unless the committee approval process is completed.

ARTICLE VIII MEETINGS

1. All meetings of the Legislature shall be held in the Legislative Chambers, Cortland County Office Building, 60 Central Avenue, Cortland, New York. The Legislature may, at any meeting, by resolution, change the time and place of the next regularly scheduled meeting, except that no meeting shall be held outside the City of Cortland without an affirmative vote of three-fourths of the total membership of the Legislature (see County Law, § 152).
2. All meetings of the Legislature shall be public (see County Law § 152 and Public Officers Law §103).
3. The Legislature shall, in addition to the organizational meeting, hold regular meetings at 6:00 p.m. on the fourth Thursday of each month January through October. November and December meeting dates will be scheduled by the Clerk.
4. Special meetings shall be held in accordance with County Law §152(2) and these Rules. Only articles included in the written notice may come before the Legislature at the special meeting.
5. When the day specified for any meeting falls on a County holiday, such meeting shall be held at the time specified on the next business day.
6. If the Legislature is inquorate (without a quorum) for any meeting, a recessed meeting shall be declared.

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**ARTICLE IX
ORDER OF BUSINESS**

1. The order of business at each meeting of the Legislature shall be as follows, unless modified by the Chair in accordance with Authority of the Chair:
 - A. Salute to the Flag
 - B. Roll call of members
 - C. Approval of minutes of the previous meeting
 - D. Proclamations and Recognitions
 - E. Privilege of the Floor, including Public Comment Period as authorized by these rules
 - F. Presentation of petitions, communications, and notices
 - G. Reports of Standing and Special Committees
 - H. Special Orders
 - I. Articles Postponed to Day Certain
 - J. Unfinished Business
 - K. Presentation of Resolutions
 - L. Announcements
 - M. Adjournment
2. When necessary, the minutes of the previous meeting may be read if the members have not received them, or upon the request of any member. In the absence of corrections, the minutes shall stand approved without formal motion.
3. Articles Laid on the Table, except Articles Postponed to Day Certain, shall be considered Unfinished Business and shall be taken from the table upon approval of a majority vote of the total vote of the members present via the motion to Take from the Table.
4. No more than one amendment to an amendment may be pending at any given time on any resolution.
5. The Legislature shall set aside any other business at the time stated for consideration of a Special Order.
6. The time for consideration of a Special Order shall be advanced, postponed, or rescinded only with the approval of a two-thirds vote of the total vote of the members present.



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ARTICLE X
MOTIONS AND THEIR PRECEDENCE

1. When the Legislature is considering a question, motions shall have precedence over another in the order stated below:
 - A. To adjourn
 - B. To recess
 - C. To raise a question of privilege
 - D. To lay on the table
 - E. Previous question
 - F. To postpone to day certain
 - G. To commit (refer to a committee)
 - H. To go into Committee of the Whole
 - I. To go into Executive Session
 - J. To amend
 - K. To postpone indefinitely
 - L. Main motion
2. The privileged motion to adjourn, and the motion to lay on the table are not amendable. The privileged motion to recess may be amended only as to the length or time of the recess. A motion to postpone to day certain may be amended only as to the day to which the question is postponed.
3. The privileged motions to adjourn and to recess, and the motions for the previous question, and to lay on the table are not debatable.
4. A motion to adjourn shall not be made while the Chair is putting a question, while a member has the floor, while the Clerk is taking a roll call vote, or while the Legislature is in the Committee of the Whole.
5. A question of privilege may be raised while another member has the floor.
6. Any question shall be laid on the table or postponed to day certain only once.
7. The Legislature, while in Committee of the Whole, shall not exercise Legislative powers and shall be presided over by a temporary Chair. The only motions that are in order under Committee of the Whole are to amend and adopt the report to be given and to "rise and report." Any formal action must be taken in the regular Legislative body. Committee of the Whole cannot refer the issue under consideration to another committee.

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**CORTLAND COUNTY LEGISLATURE RULES OF
ORDER**

Proposed Changes May 2021

8. When in Executive Session, the Legislature shall operate under these rules insofar as they are applicable. Proceedings in Executive Session shall be confidential unless the Legislature votes otherwise.
9. Any Committee may be discharged from further consideration of any matter entrusted to it by these Rules upon a majority vote of the whole number of members. The matter shall automatically be placed by the Clerk on the agenda for the next Legislative meeting.
10. A motion to reconsider any vote must be made on the day the vote proposed to be reconsidered was taken or at the next regular meeting of the Legislature. Such motion may be made only by a member voting on the prevailing side. Such motion may be made under any order.
11. A motion to rescind any resolution or motion shall be made only when no motion is on the floor. It shall require the affirmative vote of two-thirds of the Legislature, or a majority of the Legislature with previous notice.

ARTICLE XI
RULES OF VOTING

1. A majority of the total vote (weighted vote) of the whole number of members of the Legislature (17) shall be necessary to adopt any question, proposition, resolution, motion, or any other matter, except where it is otherwise provided herein or by statute that another form of approval is required.
2. Every member present when a vote is taken on any matter shall vote unless he/she has a direct interest in the matter or is excused by a majority weighted vote of the members present.
3. Members must be in their ~~assigned~~ designated seat when voting.
4. A roll call vote shall be called by the Clerk on any question where it is required by statute or these Rules, or on the request of any member (see County Law, § 153).
5. If a roll call vote is commenced on any question, it must be completed.
6. Members shall be called in alphabetical order according to their surnames, except that the Chair (permanent, temporary or Chair Pro-Tem) shall always be called last.
7. Any member shall have the right to have his/her vote on any question recorded and entered in the minutes upon his/her request, without explanation and without requesting a roll call vote.
8. An absent legislator cannot vote on a motion. However, mathematically, the Legislature cannot reduce the total number of weighted votes. A member recorded as absent or excused shall not have a vote. The total number of weighted votes cannot be reduced by an absence or excuse of a member, so the total vote required to adopt any motion shall be based on the total vote of the full Legislature.



CORTLAND COUNTY LEGISLATURE RULES OF ORDER

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ARTICLE XII **COMMITTEES**

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1. Members of all Standing Committees shall be appointed for terms of two years, or until reassigned or removed by the Chair, commencing January 1 of the even-numbered year, but nothing herein contained shall be construed to allow any person to continue to serve on any Committee after ceasing to be a member of the Legislature.
2. In accordance with these Rules, the Chair shall have the authority to reassign or remove committee members.
3. Committees shall operate under these Rules as far as they are applicable, except that the previous question shall not be in order.
4. Each Standing Committee may examine the bills, accounts, and claims of the departments, boards, councils, and authorized agencies assigned to it in these Rules.
5. Each Standing Committee may review and receive recommendations from Legislators and make recommendations to the Budget Officer and/or Finance and Administration Committee regarding department proposed budgets under the jurisdiction of that committee.
6. Each Standing Committee shall have general supervision of and receive articles relating to the departments, boards, councils, and authorized agencies assigned to it in these Rules.
7. Each Standing Committee shall initiate, sponsor, and/or review all resolutions affecting the departments, boards, councils, and authorized agencies assigned to it in these Rules.
8. For any item to be moved from the Standing Committee to the Legislature requires a majority vote of the members present (a quorum being present).
9. Any item having an unbudgeted financial impact on Cortland County shall be presented to the Finance and Administration Committee before being presented to the full Legislature. Resolutions not approved by the ~~Budget and Finance~~Finance and Administration Committee shall be so noted when presented to the Legislature.
10. Each Standing Committee shall fulfill the responsibilities assigned to it.
11. Special Committees shall be created by resolution for a period not to exceed the term of the Legislature adopting the resolution.
12. The following are the Standing Committees, their responsibilities, and their composition:

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**CORTLAND COUNTY LEGISLATURE RULES OF
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- A. **Finance and Administration** – A seven (7) member Committee shall review the tentative budget filed by the Budget Officer and shall consider and recommend appropriations required for all purposes and prepare and report the annual estimates for the tax levy.

The Committee shall oversee:

The Treasurer's Office, the Finance Office, Administration Office, Office of the Manager of Audit and Financial Projects, the Department of Real Property Tax Services, occupancy tax, Tompkins Cortland Community College (TC3), Industrial Development Agency and Business Development Corporation, and the agency that provides promotional and tourism service. The Finance and Administration Committee shall serve as the Audit Committee.

- B. **Judiciary and Public Safety** – Not less than five (5) nor more than seven (7) members who shall oversee:

The District Attorney's Office, Coroners, Assigned Counsel, Public Defender, Sheriff's Department, Probation Department, Department of Emergency Response and Communications.

- C. **Government Operations** – Not less than five (5) nor more than seven (7) members who shall oversee:

Personnel/Civil Service Office, County Attorney, Board of Elections, Weights & Measures, County Clerk/Department of Motor Vehicles and the Clerk of the Legislature/Historian.

All matters concerning operation and revision of these Rules shall be referred to the Committee.

- D. **Highway/Solid Waste** – Not less than five (5) nor more than seven (7) members who shall oversee:

County Highway Department

- E. **Buildings and Grounds** – Not less than five (5) nor more than seven (7) members who shall oversee:

Buildings and Grounds Department, the Safety Office and Information and Technology Department.

- F. **Health & Human Services** – Shall consist of no less than five (5) and no more than seven (7) members who shall oversee:

The Health Department, Mental Health Department, Department of Social Services, Employment and Training Office and Grant Administration, Area Agency on Aging and Veterans' Services.



CORTLAND COUNTY LEGISLATURE RULES OF ORDER

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- G. **Agriculture/Planning/Environmental** – Not less than five (5) nor more than seven (7) members who shall oversee:

County Planning Department, Soil and Water Conservation District, Cooperative Extension, public transportation, SPCA, and including but not limited to any associated agency.

ARTICLE XIII **SUSPENSION OR AMENDMENT OF RULES**

1. Any Rule may be amended or rescinded by a two-thirds vote of the full Legislature.
2. Any Rule may be suspended by a two-thirds vote of the members present and voting and any suspension shall be effective only while the matter before the Legislature at the time of the suspension remains under discussion.

ARTICLE XIV **INTENT OF THESE RULES AND PARLIAMENTARY QUESTIONS**

1. It is the intent of this Legislature to determine the rules of its own proceedings pursuant to County Law §153 and Local Law No. 2 for year 1972 establishing the County Legislature with the power to enact local laws or rules governing the conduct of the members at such sessions and the manner of transaction business thereat.
2. Except as otherwise provided herein, the current edition of Robert's Rules of Order Newly Revised shall govern parliamentary procedure at all meetings.

ARTICLE XV **EFFECTIVE DATE**

These Rules shall take effect immediately upon adoption and shall remain in effect until amended, revised, or rescinded.

Adopted January 2010 – Revised 7-28-11

Adopted January 4, 2012 – Revised 4-26-12, 6-27-13

Adopted January 2, 2014 – Amended 6-26-14, 9-24-15

Adopted October 26, 2017 – Revised 12-8-20

Adopted December 18, 2020

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PUBLIC OFFICERS LAW, ARTICLE 7**OPEN MEETINGS LAW****§100. Legislative declaration.**

It is essential to the maintenance of a democratic society that the public business be performed in an open and public manner and that the citizens of this state be fully aware of and able to observe the performance of public officials and attend and listen to the deliberations and decisions that go into the making of public policy. The people must be able to remain informed if they are to retain control over those who are their public servants. It is the only climate under which the commonweal will prosper and enable the governmental process to operate for the benefit of those who created it.

§101. Short title. This article shall be known and may be cited as "Open Meetings Law".

§102. Definitions. As used in this article:

1. "Meeting" means the official convening of a public body for the purpose of conducting public business, including the use of videoconferencing for attendance and participation by the members of the public body.
2. "Public body" means any entity, for which a quorum is required in order to conduct public business and which consists of two or more members, performing a governmental function for the state or for an agency or department thereof, or for a public corporation as defined in section sixty-six of the general construction law, or committee or subcommittee or other similar body of such public body.
3. "Executive session" means that portion of a meeting not open to the general public.

§103. Open meetings and executive sessions.

- (a) Every meeting of a public body shall be open to the general public, except that an executive session of such body may be called and business transacted thereat in accordance with section one hundred five of this article.
- (b) Public bodies shall make or cause to be made all reasonable efforts to ensure that meetings are held in facilities that permit barrier-free physical access to the physically handicapped, as defined in subdivision five of section fifty of the public buildings law.
- (c) A public body that uses videoconferencing to conduct its meetings shall provide an opportunity for the public to attend, listen and observe at any site at which a member participates.
- (d) Public bodies shall make or cause to be made all reasonable efforts to ensure that meetings are held in an appropriate facility which can adequately accommodate members of the public who wish to attend such meetings.
 1. Any meeting of a public body that is open to the public shall be open to being photographed, broadcast, webcast, or otherwise recorded and/or transmitted by audio or video means. As used herein the term "broadcast" shall also include the transmission of signals by cable.
 2. A public body may adopt rules, consistent with recommendations from the committee on open government, reasonably governing the location of equipment and personnel used to photograph, broadcast, webcast, or otherwise record a meeting so as to conduct its proceedings in an orderly manner. Such rules shall be conspicuously posted during meetings and written copies shall be provided upon request to those in attendance.
- (e) Agency records available to the public pursuant to article six of this chapter, as well as any proposed resolution, law, rule, regulation, policy or any amendment thereto, that is scheduled to be the subject of discussion by a public body during an open meeting shall be made available, upon request therefor, to the extent practicable as determined by the agency or the department, prior to or at the meeting during which the records will be discussed. Copies of such records may be made available for a reasonable fee, determined in the same manner as provided therefor in article six of this chapter. If the agency in which a public body functions maintains a regularly and routinely updated website and utilizes a high speed internet connection, such records shall be posted on the website to the extent practicable as determined by the agency or the department, prior to the meeting. An agency may, but shall not be required to, expend additional moneys to implement the provisions of this subdivision.
- (f) Open meetings of an agency or authority shall be, to the extent practicable and within available funds, broadcast to the public and maintained as records of the agency or authority. If the agency or authority maintains a website and utilizes a high speed internet connection, such open meeting shall be, to the extent practicable and within available funds, streamed on such website in real-time, and posted on such website within and for a reasonable time after the meeting. For the purposes of this subdivision, the term "agency"

shall mean only a state department, board, bureau, division, council or office and any public corporation the majority of whose members are appointed by the governor. For purposes of this subdivision, the term "authority" shall mean a public authority or public benefit corporation created by or existing under any state law, at least one of whose members is appointed by the governor (including any subsidiaries of such public authority or public benefit corporation), other than an interstate or international authority or public benefit corporation.

§104. Public notice.

1. Public notice of the time and place of a meeting scheduled at least one week prior thereto shall be given or electronically transmitted to the news media and shall be conspicuously posted in one or more designated public locations at least seventy-two hours before such meeting.
2. Public notice of the time and place of every other meeting shall be given or electronically transmitted, to the extent practicable, to the news media and shall be conspicuously posted in one or more designated public locations at a reasonable time prior thereto.
3. The public notice provided for by this section shall not be construed to require publication as a legal notice.
4. If videoconferencing is used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used, identify the locations for the meeting, and state that the public has the right to attend the meeting at any of the locations.
5. If a meeting will be streamed live over the internet, the public notice for the meeting shall inform the public of the internet address of the website streaming such meeting.
6. When a public body has the ability to do so, notice of the time and place of a meeting given in accordance with subdivision one or two of this section, shall also be conspicuously posted on the public body's internet website.

§105. Conduct of executive sessions.

1. Upon a majority vote of its total membership, taken in an open meeting pursuant to a motion identifying the general area or areas of the subject or subjects to be considered, a public body may conduct an executive session for the below enumerated purposes only, provided, however, that no action by formal vote shall be taken to appropriate public moneys:
 - a. matters which will imperil the public safety if disclosed;
 - b. any matter which may disclose the identity of a law enforcement agent or informer;
 - c. information relating to current or future investigation or prosecution of a criminal offense which would imperil effective law enforcement if disclosed;
 - d. discussions regarding proposed, pending or current litigation;
 - e. collective negotiations pursuant to article fourteen of the civil service law;
 - f. the medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation;
 - g. the preparation, grading or administration of examinations; and
 - h. the proposed acquisition, sale or lease of real property or the proposed acquisition of securities, or sale or exchange of securities held by such public body, but only when publicity would substantially affect the value thereof.
2. Attendance at an executive session shall be permitted to any member of the public body and any other persons authorized by the public body.

§106. Minutes.

1. Minutes shall be taken at all open meetings of a public body which shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon.
2. Minutes shall be taken at executive sessions of any action that is taken by formal vote which shall consist of a record or summary of the final determination of such action, and the date and vote thereon; provided, however, that such summary need not include any matter which is not required to be made public by the freedom of information law as added by article six of this chapter.
3. Minutes of meetings of all public bodies shall be available to the public in accordance with the provisions of the freedom of information law within two weeks from the date of such meeting except that minutes taken pursuant to subdivision two hereof shall be available to the public within one week from the date of the executive session.

§107. Enforcement.

1. Any aggrieved person shall have standing to enforce the provisions of this article against a public body by the commencement of a proceeding pursuant to article seventy-eight of the civil practice law and rules, or an action for declaratory judgment and injunctive

relief. In any such action or proceeding, if a court determines that a public body failed to comply with this article, the court shall have the power, in its discretion, upon good cause shown, to declare that the public body violated this article and/or declare the action taken in relation to such violation void, in whole or in part, without prejudice to reconsideration in compliance with this article. If the court determines that a public body has violated this article, the court may require the members of the public body to participate in a training session concerning the obligations imposed by this article conducted by the staff of the committee on open government. An unintentional failure to fully comply with the notice provisions required by this article shall not alone be grounds for invalidating any action taken at a meeting of a public body. The provisions of this article shall not affect the validity of the authorization, acquisition, execution or disposition of a bond issue or notes.

2. In any proceeding brought pursuant to this section, costs and reasonable attorney fees may be awarded by the court, in its discretion, to the successful party. If a court determines that a vote was taken in material violation of this article, or that substantial deliberations relating thereto occurred in private prior to such vote, the court shall award costs and reasonable attorney's fees to the successful petitioner, unless there was a reasonable basis for a public body to believe that a closed session could properly have been held.

§108. Exemptions. Nothing contained in this article shall be construed as extending the provisions hereof to:

1. judicial or quasi-judicial proceedings, except proceedings of the public service commission and zoning boards of appeals;
2. a. deliberations of political committees, conferences and caucuses.
- b. for purposes of this section, the deliberations of political committees, conferences and caucuses means a private meeting of members of the senate or assembly of the state of New York, or of the legislative body of a county, city, town or village, who are members or adherents of the same political party, without regard to
 - (i) the subject matter under discussion, including discussions of public business,
 - (ii) the majority or minority status of such political committees, conferences and caucuses or
 - (iii) whether such political committees, conferences and caucuses invite staff or guests to participate in their deliberations; and
3. any matter made confidential by federal or state law.

§109. Committee on open government. The committee on open government, created by paragraph

(a) of subdivision one of section eighty-nine of this chapter, shall issue advisory opinions from time to time as, in its discretion, may be required to inform public bodies and persons of the interpretations of the provisions of the open meetings law.

§110. Construction with other laws.

1. Any provision of a charter, administrative code, local law, ordinance, or rule or regulation affecting a public body which is more restrictive with respect to public access than this article shall be deemed superseded hereby to the extent that such provision is more restrictive than this article.
2. Any provision of general, special or local law or charter, administrative code, ordinance, or rule or regulation less restrictive with respect to public access than this article shall not be deemed superseded hereby.
3. Notwithstanding any provision of this article to the contrary, a public body may adopt provisions less restrictive with respect to public access than this article

§111. Severability. If any provision of this article or the application thereof to any person or circumstances is adjudged invalid by a court of competent jurisdiction such judgment shall not affect or impair the validity of the other provisions of the article or the application thereof to other persons and circumstances.

WORKFORCE & CAREER DEVELOPMENT

PROGRAM OVERVIEW

BRIEF OVERVIEW

In January 2019, Tompkins Cortland Community College began a strategic planning process to bring focus to institutional priorities that will guide the College over the next three to five years. As we now are entering our post-pandemic planning, the elements of this plan are crucial to position us as a key player in local economic recovery.

TOMPKINS CORTLAND COMMUNITY COLLEGE STRATEGIC PLAN

Our overarching theme for the College is CONNECTING. The College's third theme is *Connecting to Employers*.

GOAL 3: Foster partnerships and build stronger relationships with local employers to enhance job placement opportunities for students.

Strategy 3.1: Develop relationships to understand the needs of local employers and the jobs available

Strategy 3.2: Develop mechanisms to evaluate and predict future local workforce trends and needs

Strategy 3.3: Develop and secure applied learning opportunities for students with local employers

WHAT DO WE KNOW?

The College was able to secure funding from SUNY for a position to specifically analyze the College's current offerings in workforce development, career services, and applied learning. We have learned:

- While there are many experiential learning opportunities, faculty and staff connections with local organizations, and career development efforts by individuals that directly benefit TC3 students, the College is viewed as a transfer institution and lacks a culture of career preparation.
- There are many valuable applied learning experiences embedded in coursework throughout most academic programs, with varying procedures, communications, and expectations. However, there is a lack of consistent support for student internships and apprenticeships, despite interest from many local employers.
- Career development education and programming exist in various pockets across the College, without a dedicated office or full-time, year-round staff member to coordinate these efforts.
- Many students are not actively seeking out career-related support or engaged in thoughtful career development exercises in TC3's current cafeteria-style, self-service model (a trend exacerbated by COVID). Many are unsure of their career direction and options, as well as workforce needs, and remain underprepared regarding career and professional development.
- We have unintentionally segregated the College's workforce training center, BIZ, by not treating students that attend courses through BIZ as traditional or potential future TC3 students.

HOW CAN WE MOVE FORWARD?

The College is looking at a phased approach to enhancing workforce training and career development offerings. See Appendix A for a diagram outlining our proposed changes.

PHASE 1 – Establish an Office of Workforce and Employer Partnerships

BIZ/Workforce Development at TC3 has historically functioned as a continuing education operation that facilitated individual, customized professional development and training opportunities. It has been shifting toward a broader community-based approach that identifies job market trends in order to design various skill development options accordingly, creating multiple 'entry point' options to TC3.

What is currently known as BIZ will transform into a new office with primary responsibilities for:

- Cultivating partnerships with local employers
- Maintaining current data on local employment needs
- Maintaining partnerships with area Economic Development, Workforce Development, Non-Profit, and Business Development organizations in both counties and the region
- Supporting the development of micro-credentials that provide desired skills and training
- Developing customized short-term training for on-demand needs of local employers
- Cultivating and supporting local employer internship opportunities

PHASE 1 NEW POSITION PROPOSAL – ASST DIRECTOR FOR EMPLOYER RELATIONS & EXPERIENTIAL LEARNING

Position Summary:

Work with the Director of Continuing Education & Workforce Development to develop and implement a strategic employer relations program to connect students with professional opportunities, help meet the recruiting and workforce training needs of area employers and contribute to local economic development.

Rationale for Creating Position:

- Currently no staff exists at TC3 dedicated to employer recruiting operations, which provide crucial connections for student success and are part of the College's Strategic Plan. Local employers would have a primary contact person as opposed to getting passed around via email for word of mouth referrals.
- Students are missing out on opportunities for gaining professional experience and employment, as well as the ability to learn about and make connections with area employers. While pockets of employer connections exist, particularly with certain faculty members and the BIZ program, they are not universally available for students from different majors or programs.
- The College recently purchased Handshake for posting applied learning and employment opportunities, hosting career events, and streamlining applied learning processes and documents. The College needs someone to manage Handshake, which requires attention daily.

PHASE 1 ADDITIONAL IMPLEMENTATION STRATEGIES & SUPPORT SERVICES

NEW POSITION - Career Development & Employer Relations Intern (or Graduate Assistant)

The Career Development & Employer Relations Intern will actively develop career related programs and resources for TC3 students and help with assessing employer needs and creating resources for organizations who wish to recruit at TC3. This position will also support and coordinate career development learning opportunities for all students.

NEW POSITION – Mental Health Counselor (half-time)

The impact of the pandemic was felt intensely by many of the students that we serve. In addition to the juggling act of balancing family, jobs, and children at home for remote learning, our students have been feeling the stress of going to school remotely themselves. Looking for a new career or seeking new skills and credentials in the middle of a pandemic just added to the existing stress. As students learn to navigate what the ‘new normal’ means for them, even more support services will be needed to ensure their success.

NEW COMMITTEE - Applied Learning Committee

- Create a cross-functional committee that would provide support for internships, experiential learning, and programming.
- This would provide a formal way for Faculty to engage in the development of experiential opportunities for our students and provide a structure to develop new internships or partner with employers in the classroom.

PHASE 1 CONTINUE TO ENHANCE MICRO-CREDENTIAL OFFERINGS

From Inside Higher Ed, May 28, 2020 :

“The good news is current trends within workforce development offer ways for colleges to meet these challenges. For instance, increasing demand for short-term certificates and quick entry into the labor market allows for greater development of industry-certified credentials. Increasing efforts to integrate credit and noncredit workforce training programs further allow colleges to adapt to fluctuating labor market demands with innovative programs that better reflect employers’ shifting needs.”

1. Not all students need a 60 credit Associates Degree or 24-30 credit certificate to meet employer needs
2. Micro-credentials are between 6 and 23 credits (typically around 12 credits), and are custom made to meet employer demand
3. All are “stackable.” That means they fit into a larger degree, so they fast-track training but leave room open for students to return later to work on a Certificate or Associates Degree
4. Micro-Credentials can be created quickly and revised as market demands evolve

Micro-Credentials:

Micro-credentials are a defined set of courses ranging from 6 to 23 credits which meet workforce demands. Their popularity with employers and importance in the United States is rising, and Tompkins Cortland creates them in conjunction with partners to reach specific needs. This allows students to earn a credential and much needed skills in a short period of time. All our micro-credentials “stack” into an existing degree and can help students meet short-term or long-term educational goals. We welcome partnerships that includes micro-credentials created to fit the needs of local constituents. These may include programming to help train current employees or credentials designed for those about to enter the workforce.

Workforce Development: Tompkins Cortland Community College has strong partnerships with local employers, workforce development boards and community organizations. Through our partnerships and industry expert instructors, we provide workforce development programming that meets local, national, and international workforce needs. These course offerings can be included in Micro-Credentials.

Micro-Credential Examples: We currently offer six micro-credentials, and we have conferred over fifty credentials. The current examples, [which can be found here](#), are the following: Direct Support Professional, Special Education Advocacy, Residential Aide, Risk Management, Early Childhood Assistant, Chemical Dependency Counselor Assistant. We have plans to expand these offerings into Health and Wellness, Advanced Manufacturing, Civil Engineering, and ESL.

PHASE 2 – Establish an Office of Career Preparation and Planning

There is a lack of a centralized career development education and programming office and/or full-time, year-round staff member to coordinate these efforts. Consequently, career development is not prioritized institutionally, and some students are receiving no career education or support, which has recruitment and retention implications.

By creating a fully staffed, centralized, named location the College will be able to:

- Prioritize career development efforts through dedicated weekly time for staff involved in career education.
- Create new (and source publicly available) videos, guides, and online resources on career exploration, job and internship searching, networking, and professional etiquette for the website.
- Increase Peer Career Coach capacity through in-depth training on career development topics such as job searching, networking, and interviewing.
- Leverage the Guided Pathways model and language surrounding career development to build a culture of career preparation throughout all programs with students' end goals in mind.

ADDITIONAL INITIATIVES

The College is seeking grants and partnerships in the following areas:

Initiative	Status	Funding
Cortland Works Career Center - supporting the annual Job Fair -participating in a collaborative working group that identifies employer needs -exploring shared space opportunities at the Cortland Extension Center	Ongoing	n/a
Tompkins Workforce NY -collaborating with IAED & TWFNY on an analysis of local advanced manufacturing needs; working with NYATEP as consultant group	In Process Program Launch Date: Fall 2021	IAED allocated budget monies for the cost of the consultant group
Hands On Tompkins -TST BOCES, TWFNY, & the College partnered to create a program that exposes local high school students to area manufacturing careers	Ongoing; annual event	TWFNY and local sponsors cover the cost of the program
Career Connections -promote local employment opportunities in targeted sectors -examples of some career fields are STEM, Healthcare, Business & Accounting, Creative Careers -promote opportunities both locally and nationally/globally	Host 2 events per semester (Held virtual events during the pandemic.)	Employers pay a fee to participate
Apprenticeship Program -promote related instruction opportunities that the College offers for Employer apprenticeship program -examples include Racker, TC3 Foundation, Ithaca Downtown Childcare Center, SUNY Cortland Child Care Center, CARS -assists in establishing the apprenticeship sites -these are designed to be in non-traditional apprenticeship areas	Ongoing	The College receives SUNY Apprenticeship Funds for related instructional expenses. (Grant that we apply for per each apprenticeship program.)

Guthrie & Cayuga Health System Partnerships -current partnership in place with Guthrie to support Nursing faculty -in discussion with Cayuga Health System to enhance current support for nursing program -working with HR departments from both to identify current healthcare needs and develop specialized micro-credentials and degree programs	Guthrie partnership started in January 2020	Guthrie currently contributes funding annually to offset the cost of nursing faculty.
WDI Job Linkages Grant -fund a faculty position that will develop curriculum for the AST (Applied Science & Technology) program -will create both micro-credentials and new degree program tracks	3 year grant	Applied for grant and received \$289,500
WDI CFA SUNY 2020 Grant -fund capital improvements for science labs	Received preliminary approval in Feb 2020, status still pending	\$3.1 million
Southern Tier 8 Grant -fund a faculty position that will develop curriculum for Healthcare related fields -will create both micro-credentials and new degree programs	Submitted pre-application on May 12; awaiting to hear if we can move to next round	\$150,000

Budget

Staffing makes up 85% of the proposed budget. Below is a schedule of existing and incremental hires:

Staffing Headcount	2020-21	2021-22	2022-23	2023-24
Existing				
Director of Workforce Development	1.00	1.00	1.00	1.00
Consultant WD	0.25	0.25	0.00	0.00
Workforce Dev. Administrative Staff	1.00	1.00	1.00	1.00
Career Prep & Planning Admin	1.00	1.00	1.00	1.00
	3.25	3.25	3.00	3.00
New				
Asst. Director of Employer Relations	0.00	1.00	1.00	1.00
Director of Careers Prep & Planning	0.00	0.00	1.00	1.00
Coordinators of Career Planning	0.00	0.00	1.00	2.00
First Semester Success Counselor	0.00	0.00	1.00	1.00
Metal Health Counselor	0.00	0.50	0.50	0.50
Grad. Asst-Life Skills & Career Prog.	0.00	1.00	1.00	1.00
	0.00	2.50	5.50	6.50

The College expects to spend \$325K in 2020-21 on Workforce & Development activities. This Workforce Development Business plan proposes an incremental spend of \$1.4M over 3 years (2021-2024). The College is requesting that the Sponsoring Counties contribute just over 50% or \$750K over the next three years: \$200K in year 1, \$350K in year 2, and \$200K in year 3.

Below is the budget breakout by year:

TC3 Workforce Development 3-Year Budget	2020-21	2021-22	2022-23	2023-24	Proposed 3- Yr. Expenses
Staffing Headcount (S&B)					
Existing HC	3.25	3.25	3.00	3.00	
New HC	0.00	2.50	5.50	6.50	
Total Headcount	3.25	5.75	8.50	9.50	
Salary & Wages					
Existing S&W	\$286,740	\$272,984	\$261,960	\$261,960	
New S&W	\$0	\$186,480	\$451,400	\$528,360	
Total Salary & Wages	\$286,740	\$459,464	\$713,360	\$790,320	
Contractuals	\$35,000	\$45,000	\$55,000	\$55,000	
Marketing/Advertising	\$3,000	\$65,000	\$85,000	\$85,000	
	\$324,740	\$569,464	\$853,360	\$930,320	\$2,353,144
Incremental Funding		\$244,723	\$528,620	\$605,580	\$1,378,923
Sponsor Counties' Share		\$200,000	\$350,000	\$200,000	\$750,000
% Sponsor Counties' Share		81.7%	66.2%	33.0%	54.4%

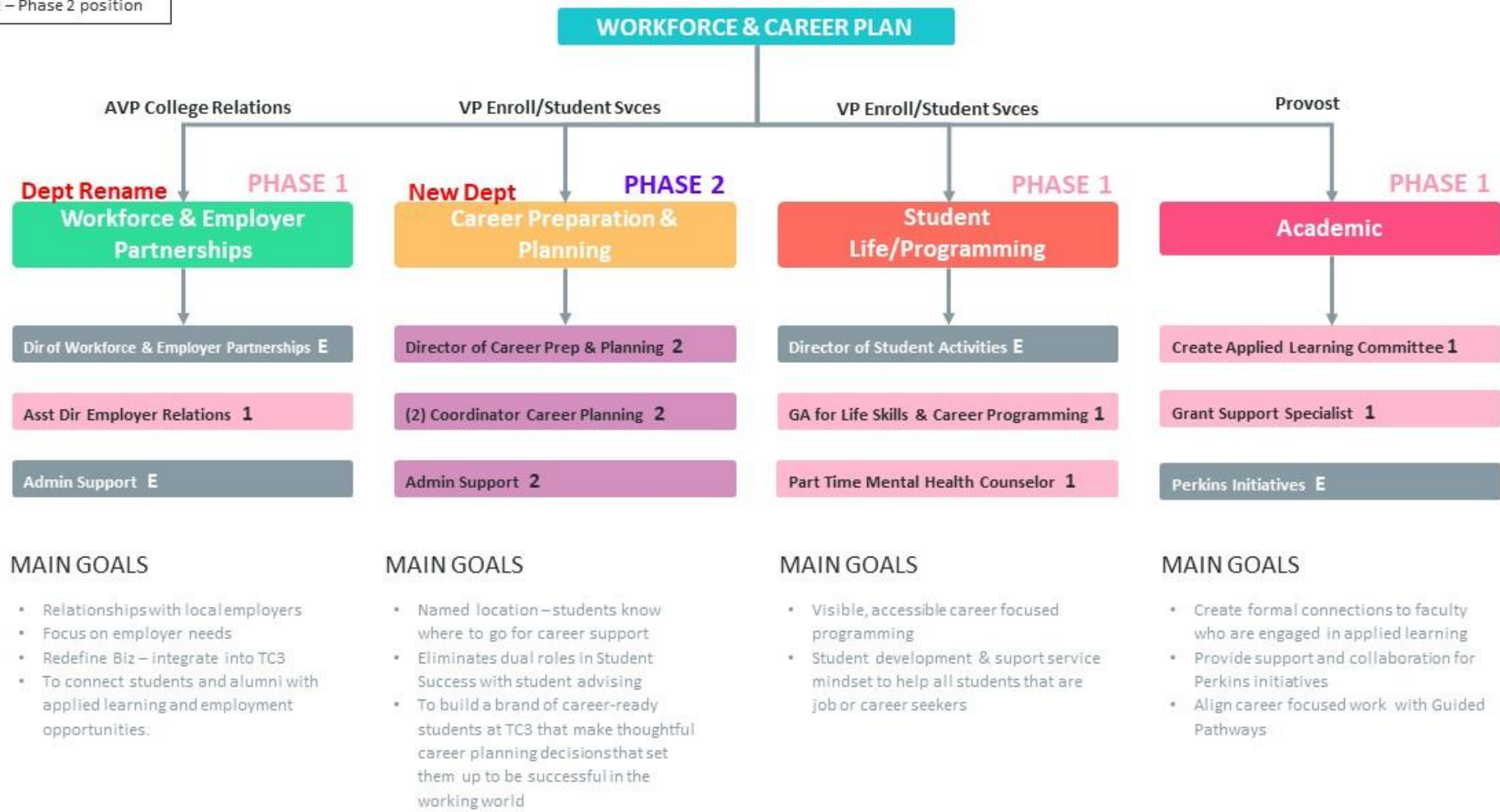
Metrics of Success

The College has begun differentiating students with segmentation schemes in an effort to better identify student needs and direct investments to improving our delivery against those needs. Our "Purpose of Attending" segmentation separates Degree Seeking (AS degree) from Career Seeking (AAS or Certification) students. We expect that our investments in Workforce Development will attract and retain our Career Seeking enrollments and will track our results by degree by semester. Below is a historical view of just Career Seeking in the Sponsor Counties.

Sum of Enrolled Headcount			
	2018-19	2019-20	2020-21
AAS	706	687	543
Cert	34	30	33
Grand Total	740	717	576

APPENDIX A

E = existing position
1 = Phase 1 position
2 = Phase 2 position



TC3 2021-22 Business/Budget Plan

Executive Summary:

Like most community colleges, TC3 has experienced a loss in core enrollments over the last decade. The pandemic accentuated this loss and it appears students are apprehensive to return. In response, this year's budget cycle has been expanded to include strategic planning activities with a focus on student groups (segments) and their needs. It is our intent to align resources with areas that will have the greatest impact on enrollments and revenue over the next three years.

The College is developing simple business plans around the following five areas of focus:

- 1) Improve lead generation (tracking potential students who express interest in the College) by implementing focused marketing campaigns.
- 2) Improve lead conversions and retention, ensuring that we guide and track all potential students through our systems.
- 3) Accelerate workforce development programs, support, and promotion for career seeking students.
- 4) Build an organizational structure that supports grant writing.
- 5) Invest in infrastructure to beautify, modernize and support a welcoming learning environment.

2021-22 expenses will exceed revenues by \$4.8M, without utilizing any fund balance and/or Federal HEERF grants. Cost reductions were achieved in 2019-20 as TC3 was recognized as having the lowest cost per student amongst all 31 SUNY Community Colleges. With a focus on improving revenue this year coupled with the loss of temporary expense reductions, the incremental expenses associated with full face-to-face classes, and the fulfillment of previously lost staff all contribute to budgeting \$35.7M in expenses, \$4.1M more than in 2020-21.

College revenues are expected to decline \$.6M when compared to 2020-21 primarily because of the loss of State base aid. Tuition and student fees are expected to decline \$.3M as full-time enrollments from core out-of-sponsor counties are expected to fall. Total full-time equivalent students (FTEs), including concurrent, are expected to increase 1.5%. Concurrent represents 50% of total FTEs and contributes no net tuition or fee revenue as we scholarship 100%. Core is budgeted to grow by 12 FTEs in 2021-22. The focus on enrollment growth in 2021-22 is expected to be realized in 2022-2024. The College has elected to not raise student tuition & fees in 2021-22.

Full Time Equivalencies						
	Actual	Actual	Forecasted	Budget	Projection	Projection
	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Core	1,903.6	1,700.7	1,307.8	1,319.9	1,557.4	1,791.1
YOY Chg.		-10.7%	-23.1%	0.9%	18.0%	15.0%
ALL	3,165.2	3,047.5	2,676.1	2,715.8	2,953.4	3,228.0
YOY Chg.		-3.7%	-12.2%	1.5%	8.7%	9.3%

\$4.6M in Federal HEERF grants are expected to be drawn in the 2021-22 to balance the budget: \$3.2M against lost revenues and \$1.4M against incremental expenses associated with retaining and/or improving student outcomes. After the expected drawdown of \$3.3M in HEERF grants in 2020-21, there will be no additional HEERF grant funds available for 2022-23.

TC3's fund balance should increase \$.8M to \$1.6M (+\$.4M) at the end of 2020-21, close to the starting amount prior to this year's \$1.0M drawdown. In addition to increasing revenue this upcoming year, we would also like to improve the financial stability of the College. Our goal to attain financial stability is to build the fund balance to 3 months of payroll or \$6M. We do not expect to draw down from the College fund balance in 2021-22.

Proposed 2021-22 Budget

	2019-20 Actual	2020-21 Approved Budget	2020-21 Forecast	2021-22 Proposed Budget	2021-22 Net Proposed Budget w/HEERF	Variance to Prior Year Forecasted 2020-21
Revenues						
Tuition	\$12,544,098	\$13,491,726	\$11,194,957	\$10,851,717	\$10,851,717	-\$343,241
Student Fee Revenue	\$1,078,264	\$1,177,727	\$870,274	\$1,055,706	\$1,055,706	\$185,431
State Aid	\$9,906,511	\$8,045,648	\$9,842,329	\$9,252,564	\$9,252,564	-\$589,765
Sponsoring Contributions	\$4,882,882	\$4,882,882	\$4,882,883	\$4,882,883	\$4,882,883	\$0
Chargebacks	\$4,686,054	\$5,325,272	\$4,207,340	\$4,332,762	\$4,332,762	\$125,422
Other Revenues	\$679,955	\$588,800	\$415,972	\$490,000	\$490,000	\$74,028
Federal Aid (HEERF) ¹	\$0				\$3,191,239	
College Fund Balance ²	\$500,000	\$1,011,667	\$1,011,667		\$0	
HEERF Fund Balance ³	\$0				\$262,219	
Operating Revenues	\$34,339,636	\$34,523,721	\$32,425,422	\$30,865,632	\$34,319,090	-\$548,123
Expenses						
Salaries	\$16,711,882	\$16,824,400	\$16,088,621	\$17,072,617	\$16,514,176	-\$425,555
Equipment	\$110,487	\$48,480	\$61,480	\$100,000	\$50,000	\$11,480
Contractual	\$4,591,148	\$5,409,744	\$4,037,010	\$5,975,045	\$5,386,959	-\$1,349,949
Tuition Scholarship Offsets	\$3,254,438	\$3,594,156	\$3,415,970	\$3,297,814	\$3,297,814	\$118,156
Fringes	\$8,647,339	\$8,646,941	\$8,016,570	\$9,237,673	\$9,070,141	-\$1,053,571
Operating Expenditures	\$33,315,294	\$34,523,721	\$31,619,651	\$35,683,149	\$34,319,089	-\$2,699,438
Chg to Fund Balances Fav (Unfav)	\$1,024,341		\$805,771	-\$4,817,517		
Notes:						
1 - Withdrawals directly from CRRSA & ARP for Lost Revenues & Indirect Costs						
2 - Formal Description is Appropriated Cash Surplus						
3 - Prior Year(s) withdrawals from CRRSAA & ARP for Lost Revenues & Indirect Costs						
4 - HEERF covered expenses (\$1,364,059) are charged directly to the HEERF grant and are not reflected in the budget						

Cortland and Tompkins Counties account for 49% of all College FTEs. Cortland's enrollment losses are less severe than that of Tompkins and accounts for the shift in Cortland's share of the sponsored contributions over the last two years.

	Full-time Equivalencies (FTEs)			3 Yr Avg FTE % (Round to 0 Decimals)			Sponsoring Community Contribution		
	2018-19	2019-20	2020-21	2018-19	2019-20	2020-21	2018-19	2019-20	2020-21
Cortland	564.02	566.47	512.10	36.0%	37.0%	38.0%	\$1,757,838	\$1,806,666	\$1,855,495
Tompkins	928.30	928.47	799.60	64.0%	63.0%	62.0%	\$3,125,044	\$3,076,216	\$3,027,387
	1,492.32	1,492.81	1,311.70	100.0%	100.0%	100.0%	\$4,882,882	\$4,882,882	\$4,882,882

Cortland and Tompkins total students served has declined at a slower rate than FTEs. The most significant losses are in full-time students.

	Full-time Student Counts			Part-time Student Counts			Total Student Counts		
	2018-19	2019-20	2020-21	2018-19	2019-20	2020-21	2018-19	2019-20	2020-21
Cortland	575	537	387	393	386	353	968	923	740
Tompkins	924	885	625	793	810	774	1,717	1,695	1,399
	1,499	1,422	1,012	1,186	1,196	1,127	2,685	2,618	2,139
YOY Chg.		-5.1%	-28.8%		0.8%	-5.8%		-2.5%	-18.3%

To recapture enrollments within the sponsoring counties and better serve their needs, we have developed a 3-year business plan that focuses on workforce development for career seeking students. A resolution detailing an investment of \$750K over 3 years (\$200K in year one) will be accounted for as a "grant" and expenses associated with this program, not recovered by HEERF, will be charged directly to the grant.