



Cortland County Legislature

Legislative Session

~ Agenda ~

County Office Building
Cortland, NY 13045-2746
<http://www.cortland-co.org>

Thursday, December 19, 2013

6:00 PM

Board Room

Salute to the Flag

Roll Call

Attendee Name	Present	Absent	Late	Arrived
Legislative District 1 John R Troy	☐	☐	☐	
Legislative District 2 Ray Parker	☐	☐	☐	
Legislative District 3 Amy Cobb	☐	☐	☐	
Legislative District 4 Thomas P. Hartnett	☐	☐	☐	
Legislative District 5 Richard Bushnell	☐	☐	☐	
Legislative District 6 Don Spaulding	☐	☐	☐	
Legislative District 7 Anthony Pace	☐	☐	☐	
Legislative District 8 John Natoli	☐	☐	☐	
Legislative District 9 Newell Willcox Jr.	☐	☐	☐	
Legislative District 10 Gordon Wheelock	☐	☐	☐	
Chair, Legislative District 11 Michael Park	☐	☐	☐	
Legislative District 12 Danny G. Ross	☐	☐	☐	
Legislative District 13 Kevin Whitney	☐	☐	☐	
Legislative District 14 Susan Briggs	☐	☐	☐	
Legislative District 15 Donnell Boyden	☐	☐	☐	
Legislative District 16 Kathie Arnold	☐	☐	☐	
Legislative District 17 David Fuller	☐	☐	☐	
Legislative District 19 Sandra Price	☐	☐	☐	
Legislative District 18 George Wagner	☐	☐	☐	

Approval of Minutes

Approve Minutes of November 21, 2013

Privilege of the floor

Proclamations & Recognitions

Recognizing Cortland County Legislators

Presentation of Petitions, Communications, and Notice

Receive and File

Receive & File - Resignation of Real Property Director

Receive & File - Unpaid School Taxes for 2013

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

ON MOTION OF PARK

AGENDA ITEM NO. 1

Objection to the Use of Cortland County's Seal or Logos on State Website Associated with Pistol Permit Recertification And/Or the Ny Safe Act of 2013 Sheriff's Office

WHEREAS, the State of New York has passed a gun control law referred to as the SAFE Act, and;

WHEREAS, this act clearly indicates that the enforcement of this law is the responsibility of New York State; and

WHEREAS, in discussions the state has indicated an interest in using the Cortland County Seal and the names of the offices of the Cortland County Sheriff and Cortland County Clerk in pistol permit recertification notices; and

WHEREAS, the County Sheriff and the County Clerk have voiced their strong objections to this request and suggestion

NOW, THEREFORE, BE IT RESOLVED that the Cortland County Legislature denies the State of New York permission to use its name, Seal of the County, letterhead or address for purposed of correspondence with legal and registered gun owners regarding permit recertification or for any other purpose associated with the SAFE Act; and

BE IT FURTHER RESOLVED that certified copies of this resolution be sent to Governor Andrew M. Cuomo, Senator James L. Seward, Assemblywoman Barbara Lifton, Assemblyman Brian Kolb, Assemblyman Gary Finch, the Superintendent of State Police, and the legislature of every County in the State of New York.

ON MOTION OF PARK

AGENDA ITEM NO. 2

Authorize Contract Cortland County District Attorney (Office of Children and Family Services/Child Advocacy Center)

WHEREAS, a Child Advocacy Center (“CAC”) has been created in Cortland County to facilitate the most efficient and effective handling of cases involving child victims of sexual and other abuse, which program is funded by New York State grants through the NYS Office of Children and Family Services (“OCFS”); and

WHEREAS, the said NYS grants will henceforth be received by Cortland County on behalf of the District Attorney of Cortland County (“DA”), by contract with OCFS assigning the DA as the lead agency with authority and responsibility to administer grant funds, which OCFS advises will total \$114,806 for the OCFS fiscal year 2014, to pay the expenses of running the CAC; NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval by the County Attorney, be and hereby is authorized to sign an agreement for the time period of December 31, 2013 through December 31, 2014 with OCFS, and the DA be and hereby is authorized to administer funds received from OCFS for the CAC, in an amount not to exceed \$114,806.

Update from Health & Human Services Committee

ON MOTION OF PRICE

AGENDA ITEM NO. 3

Authorize Agreement Health Department/Environmental Health (Hearing Officer Services)

WHEREAS, the Division of Environmental Health requires a Hearing Officer to preside in cases for enforcement of the NYS Public Health Law, NYS Sanitary Code and the Cortland County Sanitary Code, AND

WHEREAS, Robert Spitzer, of 23 West Court Street, Cortland, New York will provide the services as necessary to meet the needs, AND

WHEREAS, monies for the above services are budgeted in Professional Services Expenditure Account A40125.54055, AND

WHEREAS, the term for this agreement shall be from December 31, 2013 to December 31, 2015, AND

WHEREAS, this agreement shall include a ninety-day extension clause allowing the agreement to be extended until March 31, 2016 if a successor agreement is not executed by January 1, 2016, AND

WHEREAS, this agreement shall waive the requirement for Workman's Compensation/Unemployment/Liability insurance coverage which names "Cortland County" as an additional insured, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Cortland County Legislature and the Public Health Director, or designee, upon review and approval of the County Attorney, are hereby authorized and directed to execute an agreement for provision of said Hearing Officer services with Robert Spitzer, 23 West Court Street, Cortland, New York 13045.

ON MOTION OF PRICE

AGENDA ITEM NO. 4

Authorize Agreement/Accept Funds Health Department/Administration/Special Programs Traffic Safety and Injury Prevention Program Child Passenger Safety Program

WHEREAS, the State of New York through the Governor's Traffic Safety Committee has awarded the Cortland County Health Department \$11,500 to continue to fund the Child Passenger Safety Program for the period of 10/01/13-9/30/14, AND

WHEREAS, this will provide education on the proper use and installation of child safety seats in New York State, AND

WHEREAS, these funds are in the 2013/2014 County Budget in Expenditure Account A40105.54005.4003 - A40105.54078.4003 \$11,500 (Contractual), and Revenue Account A401043.43450.4003 \$11,500 (Traffic Safety), NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the County Legislature and the Public Health Director or Designee, upon review and approval by the County Attorney, are hereby authorized and directed to sign an agreement with the State of New York to accept these funds.

ON MOTION OF PRICE

AGENDA ITEM NO. 5

Authorize Agreement Health Department/ Administration Emergency Preparedness Services

WHEREAS, the Cortland County Health Department is required to provide Emergency Preparedness Services for the performance of preparedness tasks mandated by the New York State Department of Health, AND

WHEREAS, Resolution # 133-13 amended an agreement with Health Research Inc. to continue the Public Health Preparedness Program for the period 7/1/12 - 6/30/17 to continue to assist our County in the development of a Public Health emergency response and preparedness plan, AND

WHEREAS, Mary Jane Uttech, of 2290 Route 221 West, Marathon, New York will provide the Emergency Preparedness services to meet the required contract deliverables on an hourly basis at the rate of \$55.00/hr not to exceed \$22,000, AND

WHEREAS, monies for the above services are to be transferred on 1/1/14 from the following accounts: A40105.51010 \$17,000 (Part Time Pay), A40105.58020 \$4,000 (Retirement), and A40105.58030 \$1,000 (FICA) into Account: A40105.54055.4010 \$22,000 (Professional Services), AND

WHEREAS, the term for this agreement shall be from December 31, 2013 to June 30, 2014, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Cortland County Legislature and the Public Health Director, or designee, upon review and approval of the County Attorney, are hereby authorized and directed to execute an agreement for provision of said Emergency Preparedness services with Mary Jane Uttech, 2290 Route 221 West, Marathon, New York 13803.

ON MOTION OF PRICE

AGENDA ITEM NO. 6

Accept Bids/Authorize Purchase-Misc. Groceries & Frozen Foods Area Agency on Aging

WHEREAS, bids were received on November 15, 2013 for the period December 31, 2013 through March 31, 2014 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, the Sheriff's Department and Horizon House, AND

WHEREAS, your 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

Maines Paper & Food Serv, Inc, 101 Broome Corp Pkwy, PO Box 450, Conklin, NY 13748

Quandt's, PO Box 700, Amsterdam, NY 12010

Reinhart Food Service, 100 Industrial Park Rd., Coal Township, PA 17866

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 December 31, 2013 through March 31, 2014.

ON MOTION OF PRICE

AGENDA ITEM NO. 7

Accept Bids/Authorize Purchase-Paper Goods & Maintenance Supplies Area Agency on Aging

WHEREAS, bids were received on November 15, 2013 for December 31, 2013 through March 31, 2014 for the purchase of paper goods and maintenance supplies 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, the Sheriff's Department and Horizon House, AND

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

WHEREAS, bids were received from the following:

Eastern Maintenance & Supply, 107 Norris Dr, Suite G, Rochester, NY 14610

Hummels Office Supply, 25 Canal St., Mohawk, NY 13407

Maines Paper & Food Serv, PO Box 450, 101 Broome Corp Pkwy, Conklin, NY 13748

Oliver Packaging & Equip Co., 3235 Wilson Dr NW, Grand Rapids, MI 49534

Sanico, Inc., PO Box 2037, Binghamton, NY 13902

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 December 31, 2013 through March 31, 2014.

ON MOTION OF PRICE

AGENDA ITEM NO. 8

Re-Appoint Member Cortland County Board of Health (Barry Batzing)

WHEREAS, the term of Barry Batzing will expire on the Cortland County Board of Health on December 31, 2013, NOW, THEREFORE, BE IT

RESOLVED, that Barry Batzing, 70 Church Street, Cortland, New York 13045 be and hereby is re-appointed to said Board for a six (6) year term to expire December 31, 2019.

ON MOTION OF PRICE

AGENDA ITEM NO. 9

**Authorize Agreement/Accept Funds Health Department/Administration/Special Programs
Traffic Safety and Injury Prevention Program**

WHEREAS, the State of New York through the Governor's Traffic Safety Committee has awarded the Cortland County Health Department \$36,265 to continue to fund the Traffic Safety and Injury Prevention Program for the period of 10/01/13-9/30/14, AND

WHEREAS, this will provide bike, pedestrian and traffic education programs to reduce the number of crashes, injuries, and deaths on New York's roads, AND

WHEREAS, these funds are in the 2013/2014 County Budget in Expenditure Accounts A40105.51005 (Personal Services), A40105.58020-58065.4003 (Fringe), A40105.54005.4003 - A40105.54078.4003 (Contractual), and Revenue Account A401043.43450.4003 \$11,500 (Traffic Safety), NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the County Legislature and the Public Health Director or Designee, upon review and approval by the County Attorney, are hereby authorized and directed to sign an agreement with the State of New York to accept these funds.

Update from Highway Committee

ON MOTION OF FULLER

AGENDA ITEM NO. 10

Award Highway Equipment Snow Plow Equipment/Dump Trucks Highway Department

WHEREAS, the Highway Committee has approved the purchase of two (2) 2014 or newer International Cab & Chasis with Dump Boxes & Snow Plow Equipment packages, AND

WHEREAS, the Onondaga County Bid Reference #7823 for purchasing International Trucks allows other municipalities within New York State to "piggyback" on the Onondaga County bid, AND

WHEREAS, the Cortland County Highway Department has determined that it is in the best interest of Cortland County to utilize the Onondaga County Bid, AND

WHEREAS, the Highway Superintendent has recommended the purchase of two (2) 2014 or newer International Cab and Chasis with Dump Boxes & Snow Plow Equipment packages with the bid as follows:

International Trucks

BIDDERS

BID

Navistar, Inc.
339 Albany Shaker Road
Suite 202

\$180,339.00 each

, AND

WHEREAS, the amount is not to exceed \$360,678.00, NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment from Account E51305.52035, Highway Equipment Account for the purchase of two (2) 2014 or newer International Trucks equipped with Dump Boxes & Snowplow Equipment Packages.

ON MOTION OF FULLER

AGENDA ITEM NO. 11

Approve Right-Of Way Purchase Little York Lake Dam Project Highway Department

WHEREAS, the Cortland County Legislature has authorized the Little York Lake Dam Project by Resolution No.155-09, AND

WHEREAS, it is necessary to acquire Right-of Way on Little York Lake Crossing (CR-109) in connection with said project, AND

WHEREAS, Cortland County has obtained appraisals from the consulting engineers, Gomez and Sullivan Engineers, PC, AND

WHEREAS, the said consultant has reviewed and established the appraisals as fair and just compensation, AND

WHEREAS, the Highway Committee has recommended the purchase of hereinafter stated Temporary and Permanent Easements at an estimated amount not to exceed \$35,000.00 collectively, NOW, THEREFORE, BE IT

RESOLVED, that the County of Cortland purchase the said easements on the parcels of land hereinafter referred to from the owners or their successors or assigns:

<u>MAP NO.</u>	<u>PARCEL NO.</u>	<u>Tax Map #</u>
1 & 2	1 & 2	47.05-01-45.00
3	3	47.05-01-43.000
4	4	47.05-01-13.000

; AND BE IT HEREBY FURTHER

RESOLVED that the payments for said Fees and Easements be charged against the Little York Lake Project account No. H 87455.52999.2245; AND BE IT HEREBY FURTHER

RESOLVED that the Chairman of the County Legislature of Cortland County be and is hereby authorized and directed to execute all necessary documents in connection with the advancement or approval of the Project, as approved to form by the County Attorney.

ON MOTION OF FULLER

AGENDA ITEM NO. 12

SEQR Determination Project to Replace the Little York Lake Dam Cortland County Highway Department

WHEREAS, the County desires to replace the Little York Lake Dam on (CR 109) Little York Lake Crossing Road in Homer New York with County funding AND,

WHEREAS, Cortland County is the Project Sponsor, and the Cortland County Highway Department has completed the SEQR Short Environmental Assessment Form Part 1 and Part 2 after gathering and documenting all relevant information, AND

WHEREAS, the County is legally empowered to declare itself to act as Lead Agency under SEQR, AND

WHEREAS, the County Highway Department has completed the Short Environmental Form, Part 3 under SEQR and has made a finding of no significant environmental impact associated with the project and that the project can be classified as an Unlisted Action under SEQRA, AND

WHEREAS, the Highway Committee has completed a review of said Short Environmental Form, Parts 1, 2, and 3 under SEQR and concurs with the County of Cortland declaring itself as Lead Agency under SEQR, and also concurs with a finding of no significant environmental impacts associated with the project, NOW THEREFORE, BE IT

RESOLVED, the County hereby declares itself Lead Agency and is responsible for determination of Significance under SEQR for this project, and the County finds that the project to Replace the Little York Lake Dam will not result in any large and important impacts and, therefore is one which will have no significant impact on the environment, and therefore a negative declaration is hereby approved to be prepared and filed by the County Highway Department, AND, BE IT FURTHER

RESOLVED, that the Chairman of the Cortland County Legislature, as responsible officer, is authorized and directed to sign the Short Environmental Assessment Form indicating a “negative declaration” for this project.

ON MOTION OF FULLER

AGENDA ITEM NO. 13

Authorize Agreement / MSHA Annual Refresher Training Highway Department

WHEREAS, the State of New York's Grant Program has provided the funding for the yearly mandatory Mine Safety and Health Administration Training (MSHA) for the Cortland County Highway Departments in the past, AND

WHEREAS, the MSHA's budget released in May did not include funding for the State Grants Program, AND

WHEREAS, MSHA will no longer offer the required Part 46 Annual Refresher training, AND

WHEREAS, Marino J. Franchini has conducted the training session for the Highway Department in the past and has offered to provide this training in 2014 for a fee, NOW, THEREFORE, BE IT

RESOLVED, that with the recommendation of the Cortland County Highway Superintendent that the County enters into an agreement for the 2014 Part 46 Annual Refresher Training, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature, upon review and approval as to form by the County Attorney, is hereby authorized to execute an agreement with Marino J. Franchini, 102 Stafford Lane, Niskayuna, NY 12309, AND, BE IT FURTHER

RESOLVED, that the costs associated with this training be charged to Account # D51105.54035 Education and Training for an amount not to exceed \$2,500.00.

ON MOTION OF FULLER

AGENDA ITEM NO. 14

Transfer Funds/Highway Projects Year End Highway Department

WHEREAS, the Cortland County Highway Committee has recommended the transfer of funds within the Highway Department Budget to cover the costs associated with various Highway Department Projects, NOW, THEREFORE, BE IT

RESOLVED, that with the recommendation of the Cortland County Highway Superintendent the following project funds shall be transferred, AND, BE IT FURTHER

RESOLVED, that the 2013 County Budget be amended as follows:

Decrease

Expense:

D51105.54065.04	\$ 10,000.00	Driveway Culverts-Equip
D51105.54065.05	\$ 20,000.00	Road Culverts-Equip
D51105.54065.07	\$ 44,400.00	Hot Patching-Equip

D51105.54065.08	\$ 10,600.00	Mowing-Equip
D51105.54065.10	\$ 15,400.00	Shoulders-Equip
D51105.54077.03	\$ 700.00	Crack Sealing-Material
D51105.54077.7306	\$ 7,300.00	Maint. Facility-Material
D51105.54077.7800	\$ 31,400.00	Salt-Material
D51105.54077.7802	\$ 1,200.00	Abrasives-Material
D51125.54065.7005	\$ 500.00	E. Keeney Rd-Equip
D51125.54065.7010	\$ 100.00	Willow Xing Culvert-Equip
D51125.54065.7017	\$ 1,100.00	Telephone Ext. Bridge-Equip
D51125.54065.7004	\$ 2,600.00	Landers Corners Rd-Equip
D51125.54077.7014	\$ 28,000.00	McGraw-Marathon Culvert-Material
D51125.54077.7015	\$ 10,000.00	Chenango-Solon Pond Culvert-
Material		
D51125.54077.7017	\$ 2,500.00	Telephone Rd. Ext Bridge-Material
D51125.54065.7032	\$ 10,000.00	McGraw-Marathon Slope-Equip
D51105.54065.7306	\$ 4,200.00	Maint. Facility-Equip

Increase

Expense:

D51105.54065	\$ 49,000.00	Road Maintenance-Equip
D51105.54065.03	\$ 500.00	Crack Sealing-Equip
D51105.54065.09	\$ 84,000.00	July Flood-Equip
D51105.54065.12	\$ 1,500.00	Surface Treatment-Equip
D51125.54065.7003	\$ 10,000.00	Page Green Rd-Equip
D51125.54065.7008	\$ 14,000.00	S. Cort./Virgil Rd-Equip
D51125.54065.7014	\$ 27,000.00	McGraw-Marathon Culvert-Equip
D51125.54065.7015	\$ 10,000.00	Chenango-Solon Pond Culvert-Equip
D51125.54065.7018	\$ 4,000.00	Truxton-Tully Rd-Equip

Update from Solid Waste Committee

ON MOTION OF TROY

AGENDA ITEM NO. 15

Resolution Rejecting TCI's Offer to Lease Landfill Property, and Terminating the SEQR Review Process

WHEREAS, Air Energy TCI Inc. ("TCI") has proposed leasing land from Cortland County at the County-owned Landfill as part of its proposed Crown City Wind Energy Project, and

WHEREAS, TCI's Draft Environmental Impact Statement (DEIS) shows that TCI desires to construct 3 wind turbines on landfill property, to construct access roads and electric lines for those 3 turbines, and also to provide access to other wind turbines on private property by way of passage through the landfill property, and

WHEREAS, TCI, via a letter to the Chairman of the Cortland County Legislature dated November 28, 2013, has advised the County that it is terminating the SEQR review process and will instead pursue approval of a project under Article 10 of the Public Service Law, and

WHEREAS, a review of the DEIS revealed potential traffic issues in, around and through the landfill property during construction and potentially over the course of a 45 year lease term, and

WHEREAS, a review of the DEIS revealed that the construction of wind turbines, wind turbine access roads, and the placement of electrical interconnection lines on the landfill property has the potential for limiting and interfering with the County Legislature's long-term plans for the use of the landfill property for the County's solid waste program, and

WHEREAS, any decision to lease land for a wind project or any other private project on county property is a purely discretionary decision that resides with the County Legislature, and

WHEREAS, the County Legislature has evaluated the Crown City Wind Energy Project and determined that wind turbines and related infrastructure and access roads on the landfill property are not in the County's best interest, NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby declines TCI's request to lease land at the landfill property, and it is further

RESOLVED, that the Cortland County Legislature hereby requests that TCI remove all county landfill property from the proposed project, and it is further

RESOLVED that Cortland County will no longer be the lead agency for the SEQR review process and it will no longer consider being a part of the TCI project, and it is further

RESOLVED that TCI and the Public Service Commission be notified of this decision.

ON MOTION OF TROY

AGENDA ITEM NO. 16

Regarding the Proposed Transfer Station and Potential Long-Term Solid Waste Partnership Agreement with OCRRA ("Proposed Action"): Establish Cortland County as the SEQRA Lead Agency, Determine that a Draft Environmental Impact Statement Will be Prepared, and Direct that an Outline of the Draft Environmental Impact Statement be Posted on the Cortland County Website to Solicit Public Comments on the Scope of the Draft Environmental Impact Statement for the Proposed Action

WHEREAS, Cortland County sent a letter dated November 11, 2013 to other potentially "involved agencies", as that term is defined in the State Environmental Quality Review Act (SEQRA) regulations found at 6 NYCRR Part 617, along with Part One of a completed Environmental Assessment Form for the Proposed Action, indicating Cortland County's desire to be designated as SEQRA lead agency through the coordinated review process; AND

WHEREAS, each of the involved agencies, including but not limited to the Onondaga County Resource Recovery Agency (OCRRA) has agreed to or raised no objections to Cortland County serving as SEQRA lead agency for the Proposed Action; AND

WHEREAS, the County has determined that the Proposed Action is a SEQRA Unlisted Action that may have a significant impact on the environment, thus requiring the preparation of a Draft Environmental Impact Statement pursuant to the SEQRA regulations; AND

WHEREAS, preparation of Parts Two and Three of an Environmental Assessment Form are not necessary since a Draft Environmental Impact Statement will be prepared; AND

WHEREAS, the County is desirous of soliciting public comments relative to the proposed scope of the Draft Environmental Impact Statement; NOW, THEREFORE, BE IT

RESOLVED, pursuant to and in accordance with the coordinated review requirements of SEQRA, Cortland County hereby establishes itself as SEQRA lead agency for the Proposed Action; AND, BE IT FURTHER

RESOLVED, that based upon an examination of Part One of the Environmental Assessment Form, the County's knowledge of the environmental setting, magnitude and importance of the Proposed Action and the County's desire to fully consider potentially significant environmental impacts, the Proposed Action is an Unlisted Action under SEQRA that will require the preparation of a Draft Environmental Impact Statement; AND, BE IT FURTHER

RESOLVED, that Cortland County, as SEQRA lead agency, hereby waives the requirement for preparation of Parts Two and Three of an Environmental Assessment Form since it is directing that a Draft Environmental Impact Statement be prepared; AND, BE IT FURTHER

RESOLVED, that public scoping documents consisting of a draft outline of the proposed contents of the Draft Environmental Impact Statement, a Frequently Asked Questions document, and a brief narrative of the Proposed Action will be posted on the County's website to solicit public comments for a period of up to thirty days; AND, BE IT FURTHER

RESOLVED, that Cortland County, as SEQRA lead agency, hereby directs the Clerk of the Legislature to: prepare and file a Positive Declaration in accordance with the SEQRA regulations, post public scoping documents as described in this resolution on the County's website, and prepare and issue a public notice regarding the availability of such scoping documents and the deadline for the public to submit comments with regard to the scoping documents.

Update from Personnel Committee

ON MOTION OF PACE

AGENDA ITEM NO. 17

**Amend Management/Management Confidential Compensation Policy Grade and Step
Schedule for 2014**

WHEREAS, the Cortland County Legislature adopted a local law on November 14, 2011 entitled A Local Law to Adopt the County of Cortland Employment Policy Manual for Department Heads, Management Employees, Management/Confidential Employees and a Grade and Step plan for employees falling under the plan, AND

WHEREAS, the County Administrator is recommending that the 2014 Grade and Step Plan be adjusted and established to incorporate a 1.5% cost of living adjustment, effective January1, 2014 in accordance with the attached schedule, AND

RESOLVED, that the Cortland County Legislature hereby authorizes and directs a 1.5% cost of living adjustment for those employees who in the Management/Management Confidential Compensation Employment Policy 2014 Grade and Step plan for employees falling under the plan effective January 1, 2014 in accordance with the following schedule.

ON MOTION OF PACE

AGENDA ITEM NO. 18

Revise Self Insurance Rates - Cortland County Employee's Health Benefits Program

WHEREAS, the County sets premium equivalent rates to be charged to individuals, employees and/or County agencies participating in the County's Health, Dental and Vision Insurance programs, AND

WHEREAS, said premiums are based upon claims experience within each program, AND

WHEREAS, BCG has recommended premium equivalents based upon projected claims during the period January 1, 2014 through December 31, 2014, NOW, THEREFORE, BE IT

RESOLVED, that effective January 1, 2014, the premium equivalents to be charged to the individuals, employees and/or County agencies participating in the Cortland County Government Employee's Health Benefits Program shall be in accordance with the attached schedule, AND, BE IT FURTHER

RESOLVED, that the Personnel Office is hereby directed to notify the affected parties of this revision.

Update from Agriculture/Planning/Environment Committee

ON MOTION OF ROSS

AGENDA ITEM NO. 19

**Authorize Request for No-Cost Time Extension of Local/Miscellaneous Contract Section
5316 – Job Access and Reverse Commute (JARC) Section 5317 – New Freedom New York
State Department of Transportation (NYSDOT) Contract No. C003943 Cortland County
Planning Department**

WHEREAS, the U.S. Department of Transportation is authorized to make grants available to States through the Federal Transit Administration (FTA) to support eligible projects under Section 5316 Job Access and Reverse Commute (JARC) (FTA C 90590.1) and Section 5317 New Freedom, AND,

WHEREAS, NYSDOT has been designated by the Governor of the State of New York to administer Section 5316 Federal formula reimbursement funds for projects designated to increase access for recipients of public assistance and low income persons to employment, as identified through a coordinated planning process, and consistent with the eligible activities described in the FTA Circular 9050.1; AND,

WHEREAS, NYSDOT has been designated by the Governor of the State of New York to administer Section 5317 Federal formula reimbursement funds for new public transportation services and public transportation alternatives beyond those required by the American Disability Act of 1990 (ADA), that assist individuals with disabilities with transportation, including transportation to and from jobs and employment support services, as identified through a coordinated planning process, and consistent with eligible activities described in the FTA Circular 9045.1; AND,

WHEREAS, Resolution No.177-10 and 178-10 accepted grant/authorized agreement/amend 2010 budget under the JARC program intended to fund innovative and flexible programs which identify and address the transportation needs of individuals with limited incomes and persons with disabilities, AND

WHEREAS, Resolution No. 136-11 and 137-10 amended the 2011 budget in order to continue the grant funding for Section 5316, Job Access and Reverse Commute (JARC) and Section 5317, New Freedom, AND

WHEREAS, Resolution 216-12 Amended the 2012 Budget to include the unused portion of the Section 5316 Job Access and Reverse Commute (JARC) and Section 5317 New Freedom (NF) as part of the No Cost Time Extension, AND

WHEREAS, Seven Valleys Health Coalition served as the project manager and was responsible for continuing the mobility manager to coordinate the transportation needs of the various human service agencies in Cortland County and continuing the Intelligent Transportation System (ITS) to integrate public and private transit through a broad range of communications, monitoring, scheduling and dispatching technologies; AND

WHEREAS, the required local match would be the responsibility of the Seven Valleys Health Coalition and the other various human service agencies involved in this project resulting in no cost to the County, AND

WHEREAS, Cortland County has fulfilled the FTA coordinated plan requirements that the project “must be derived from the project area Coordinated Plan”, AND

WHEREAS, Seven Valley Health Coalition is requesting from NYS Department of Transportation a No Cost Time Extension for the Mobility Management portion of the Job Access and Reverse Commute (JARC) and New Freedom (NF) Grant in order to continue Personnel, Consultants, Program Expenses and Overhead portions of the grants, AND

WHEREAS, Seven Valley Health Coalition has stated it is confident that they will have the matching funds and they will not incur any expenses unless they know they have a match for that expense, AND

WHEREAS, Cortland County will not expense any reimbursement payments to Seven Valley Health Coalition prior receiving payment from the New York State Department of Transportation, NOW THEREFORE BE IT,

RESOLVED, that the Chairman of the Legislature is authorized, upon County Attorney approval to sign the Request for No-Cost Time Extension of Local/Miscellaneous Contract.

ON MOTION OF ROSS

AGENDA ITEM NO. 20

Adopt Cortland County Public Transportation System Title VI Plan and Cortland County Public Transportation System Title VI Complaint Procedures Cortland County Planning Department

WHEREAS, the Title VI Act of 1964 ensured that anti-discrimination is enforced throughout the work undertaken by all recipients of federal funding, AND

WHEREAS, the NYS Department of Transportation (NYSDOT) Title VI/Environmental Justice program serves, creates, implements and regulates procedures that comply with Title VI of the Civil Rights Act of 1964, the Environmental Justice Executive Order 12898, Executive Order 13166, Limited English proficiency, the Civil Rights Restoration Act of 1987 and the Title 49 CFR Part 21, AND

WHEREAS, the Federal Transit Administration (FTA) requires that all applicants who receive Federal funding ensure their programs, policies and activities comply with the Title VI of the Civil Rights Act of 1964, AND

WHEREAS, Title VI provisions include, but are not limited to, prohibiting discrimination on the grounds of race, color, sex, age, nationality, religion, disabling condition, or being included within a minority populations and/or low income populations, as well as prohibits exclusion from participation, denial of benefits to, or other subject to discrimination under any program or activity administered by NYSDOT, AND

WHEREAS, Cortland County is an applicant on various types of public transportation grants, AND

WHEREAS, Resolution 193-13 established the appointment of Daniel S. Dineen as the

Public Transportation Title VI Officer, AND

WHEREAS, Under the Federal Transit Administration (FTA) requirements that all recipients who receive Federal Funding have a Transportation Title VI Plan and Procedures, AND

WHEREAS, the adoption of the Cortland County Public Transportation System Title VI Plan and Cortland County Public Transportation System Title VI Complaint Procedures will fulfill the Federal Transit Administration (FTA) requirement, NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby officially adopt the Cortland County Public Transportation System Title VI Plan and Cortland County Public Transportation System Title VI Complaint Procedures

ON MOTION OF ROSS

AGENDA ITEM NO. 21

Amend 2013 Budget/Accept Local Match Funds NYS DOT Federal Section 5311 Capital Grant for 2011 and 2012 Fiscal Years Cortland County Planning Department

WHEREAS, Resolution 276-12, Accepted Grant Application/Authorized Agreements and Amended 2012 budget for the entering into an agreement with New York State Department of Transportation for the undertaking of NYS DOT Federal Section 5311 Capital Replacement Needs for Consolidated Operating and Capital Grant for 2011 and 2012 Fiscal Years, Contract C003671, AND

WHEREAS, Resolution 21-13 Amended 2013 Budget for the continuation of the NYS DOT Federal Section 5311 Capital Replacement Needs for Consolidated Operating and Capital Grant for 2011-2012 Fiscal Years, Contract C003671, AND

WHEREAS, First Transit, Cortland County Public Transportation provider, is responsible for the local match of the NYS DOT Federal Section 5311 Capital Replacement Needs for Consolidated Operating and Capital Grant for 2011-2012 Fiscal Years for vehicles, shop equipment and communication equipment, AND

WHEREAS, Cortland County has received the local match payment in the amount of \$41,982 from First Transit, AND

WHEREAS, Resolution 276-12 and 21-13 indicated the local match for be \$28,210 AND

WHEREAS, First Transit is responsible for a requested option not available as a base item as per the stipulations set on the Office of Government Services Contract, NOW THEREFORE BE IT

RESOLVED, that Cortland County accept the local match payment and that the 2013 budget is hereby amended as follows:

INCREASE

Revenue

A563042-42300

\$13,772.

ON MOTION OF ROSS

AGENDA ITEM NO. 22

Accept Bid/Authorize Agreement Bus Shelter Cortland County Planning Department

WHEREAS, pursuant New York State Equipment Disposition and Spare Vehicle Factor Policy For Section 5311 Funded Equipment, Section IV, C, the net income from the sale of used buses shall be used to reduce the gross project cost of other capital transit projects, AND

WHEREAS, Resolution Number 270-13 resolved that the Chairman of the Legislature accept monies to be deposited into Reserve Account A369110 until there is a necessity to reduce the gross project cost of other capital transit projects as specified by New York State Department of Transportation (NYS DOT), AND

WHEREAS, Reserve Account A369110 has a balance of \$8,975 for reducing the gross project cost of other capital transit projects, as specified by New York State Department of Transportation (NYS DOT), AND

WHEREAS, the Village of McGraw is requesting a bus shelter to be installed at the Community Center building located at 15 Clinton Street, McGraw, NY, AND

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

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

Handi Hut, Inc
3 Grunwald Street
Clifton, NJ 07013

\$4,212.00

Columbia Equipment Company
180-19 93rd Avenue
Jamaica, NY 11433-1499

\$4,655.00

Barco Products
11 N Batavia Avenue
Batavia, LF 60510

\$6,029.65

AND,

WHEREAS, the lowest overall responsible quote for a bus shelter was from Handi-Hut, Inc, 5 Grunwald Street, Clifton, NJ 07103, NOW THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature accept the lowest quote and upon review and approval as to form by the County Attorney, is hereby authorized to sign an agreement with Handi-Hut, Inc, 3 Grunwald Avenue, Clifton, NJ 07103 for a bus shelter to be delivered to the Village of McGraw,

Update from Judiciary & Public Safety Committee

ON MOTION OF WILLCOX JR.

AGENDA ITEM NO. 23

Authorize Agreement Information Technology (Town of Cortlandville - Exchange of Services)

WHEREAS, Cortland County and the Town of Cortlandville wish to address disaster recovery and business continuity concerns that exist in both municipalities. AND

WHEREAS, the ability to share data and resources that would be mutually available to both entities would be desirable. AND

WHEREAS the County has a fiber optic data connection to Cortlandville and a storage area network (SAN) system that mirrors data between two hardware devices with sufficient space on the SAN to support Cortlandville's critical data and Cortlandville has sufficient space to allow the County to position appropriate equipment in its data center, NOW, THEREFORE BE IT,

RESOLVED, that the Chairman of the Cortland County Legislature be and hereby is authorized to sign an agreement on behalf of the Cortland County Information Technology Department, upon the approval of the County Attorney that would allow Cortland County and the Town of Cortlandville to exchange these services.

ON MOTION OF PARK

AGENDA ITEM NO. 24

Fix Date to Sign Warrants

RESOLVED, that the date for the annexing of the warrants to the rolls of the Towns for collection of taxes be and hereby is fixed as of January 1, 2014 and that said warrants so annexed be made returnable on or before the first day of June 2014, AND BE IT FURTHER

RESOLVED, that the Chairman and Clerk of the Cortland County Legislature are hereby authorized to sign said warrant on behalf of the County.

ON MOTION OF PACE

AGENDA ITEM NO. 25

Amend Budget/Sheriff Personal Services

WHEREAS, the 2013 adopted budget did not include increases for the Jail personnel as there was no collective bargaining agreement in place at that time, AND

WHEREAS, the county and CSEA came to an agreement earlier this year, NOW THEREFORE BE IT

RESOLVED , that the following amendments be made to the 2013 budget to cover the additional expenses for 2013 associated with this agreement:

Increase

A31505 51005	Personal Services	\$30,100
A31505 51010	Part-Time	\$ 515
A31505 51020	Overtime	\$ 3,215
A31505 51035	On-Call	\$ 1,055

Decrease

A19905 54775	Contingency	\$34,855
--------------	-------------	----------

ON MOTION OF WHITNEY

AGENDA ITEM NO. 26

Amend Budget Public Defender

WHEREAS the 2012 budget was amended in anticipation of receiving a grant to pay for a new statewide public defense case management system, AND

WHEREAS the state did not complete the development and implementation until October of 2013, NOW THEREFORE BE IT

RESOLVED that the following amendments be made to the 2013 budget to recognize the grant money that will be received and spent in 2013:

Increase

Revenue

A117043 43025	State Aid	\$22,056
---------------	-----------	----------

Increase

Appropriation

A11705 52060	Computer Software	\$11,735.67
A11705 54015	Maintenance Agreement	\$ 2,623.50
A11705 54035	Education & Training	\$ 1,627.07
A11705 54055	Professional Services	\$ 1,827.10
A11705 54041	Publicaions	\$ 4,242.66

ON MOTION OF WHITNEY

AGENDA ITEM NO. 27

2014 Fire Advisory Board Appointment / Reappointment

WHEREAS, pursuant to a resolution dated December 18, 1950, establishing a Cortland County Fire Advisory Board under the provisions of Article 10, Section 209-K of the General Municipal Law, AND

WHEREAS, Article 3, Section 4 of the Cortland County Fire Advisory Board By-Laws states that the term of each member be one year, NOW, THEREFORE, BE IT

RESOLVED, that the following persons be and hereby are appointed to the Cortland County Fire Advisory Board, to serve without compensation for a term beginning January 1, 2014 and expiring December 31, 2014:

Shawn Scoville, Cincinnatus FD, 5756 Telephone Rd. Cincinnatus, NY 13043
Richard Allen, Cortland FD, 35 Garfield Street, Cortland, NY 13045
Charles Glover, Cortland FD, 16 Dawn Drive, Cortland, NY 13045
Michael Biviano, Cortlandville FD, 3900 Highland Road, Cortland, NY 13045
Jared Gebel, Cortlandville FD, PO Box 5331, Cortland, NY 13045
Kelvin Corbin, Cuyler FD, 4976 Lincklaen Road, Cuyler, NY 13158
Michael Price, Harford FD, 59 Route 200, Harford Mills, NY 13158
Mahlon Irish, Jr., Homer FD, 32 Center Street, Homer, NY 13077
Michael Niehus, Homer FD, 2 Brentwood Drive, Homer, NY 13077
John Ryan Jr., Homer FD, 5449 Mead Road, Homer, NY 13077
Dustin Contri, Marathon FD, 1306 Conrad Road, Marathon, NY 13803
Norm Forrest, Marathon FD, 544 Jennings Creek Road, Marathon, NY 13803
Thomas Heller, McGraw FD, 28 West Center Street, McGraw, NY 13101
Brian Davis, McGraw FD, 3777 Clinton Street Ext. McGraw, NY 13101
Michael Compton, Preble FD, 6929 Otisco Valley Road, Preble 13141
Bruce Potter, Truxton FD, 5775 Cheningo Road, Truxton, NY 13158
Daniel Selver, Virgil FD, 245 Kohn Road, Dryden, NY 13053
Murray Kinney, Virgil FD, West State Road, Cortland, NY 13045
Ted Kemak, Jr., Willet FD, 204 Route 26, Willet, NY 13863
Derek Reynolds, Cortland FD, 4 Grace Street, Cortland, NY 13045

ON MOTION OF WHITNEY

AGENDA ITEM NO. 28

Accept Grant Award - 2012 LEMPG Emergency Response & Communications State of New York - FFY 2012 LEMPG

WHEREAS, Cortland County has participated during previous Federal Fiscal Years in the Federal Emergency Management Agency's (FEMA) Local Emergency Management Performance Grant (LEMPG) that provides federal reimbursement to state and local governments for not more than one-half of eligible expenses for emergency management personnel and administration, AND

WHEREAS, local governments participate and receive their reimbursements as sub-recipients of New York State through the NYS Department of Homeland Security & Emergency Services Office of Emergency Management (DHSES OEM), NOW, BE IT

RESOLVED, that notification was received that the grant contract for FY12 Emergency Management Performance Grant (LEMPG) via the DHSES E-grants system, was fully executed on 11/12/13 in the amount of \$23,022.00, NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County Legislature is hereby authorized and directed to accept this grant award (EM12-1017-D00, T838425, FY12 Emergency Management Performance Grant) and amend the 2013 Budget for the Cortland County Department of Emergency Response and Communications for Federal Fiscal Year 2012 (10/01/2012 - 09/30/2013) as follows:

Increase:

Revenue Account	A302043-43305	\$23,022.00
-----------------	---------------	-------------

ON MOTION OF WHITNEY

AGENDA ITEM NO. 29

Amend 2013 Budget - Carryover to 2014 Budget

WHEREAS, payment to New World System for annual computer support in 2013 was not paid in full in 2013, AND

WHEREAS, the payment will be made in 2014 for the 2013 annual computer support once New World Systems meets its obligations to Cortland County, NOW, THEREFORE, BE IT

RESOLVED, that the 2014 County Budget is hereby amended as follows:

Increase:

Expenses:	DOER&C - Computer Equipment	A30205-54004	\$40,567.50
-----------	-----------------------------	--------------	-------------

RESOLVED, that the County Treasurer is hereby authorized to re-appropriate \$40,567.50 from the 2013 Department of Emergency Response and Communications, A30205 Budget into the 2014 Department of Emergency Response and Communications, A30205 Budget.

Update from Building & Grounds Committee

ON MOTION OF PARKER

AGENDA ITEM NO. 30

Authorize Intra-Office Agreement Cortland County District Attorney (Child Advocacy Program) Establish Rent/Location

WHEREAS, a Child Advocacy Program has been created in Cortland County to administer and run a Child Advocacy Center to facilitate the most efficient and effective

handling of cases involving child victims of sexual and other abuse, which program is funded by New York State grants through the NYS Office of Children and Family Services, and which funds are administered by the District Attorney of Cortland County; and

WHEREAS, the Cortland County Legislature approves the use of County-owned space in the Cortland County Office Building for the Child Advocacy Program; and

WHEREAS, the CAP through the DA wishes to make payment to the Cortland County Department of Buildings and Grounds in lieu of rent to reimburse a portion of the cost of utilities and maintenance for the portion of the space occupied by the CAP, NOW, THEREFORE BE IT

RESOLVED, that appropriations in the 2014 through 2017 budgets shall provide for a payment from the District Attorney to Building & Grounds of \$875 per month or \$10,500 per year for the next three years ending December 31, 2017; AND BE IT FURTHER

RESOLVED, the Child Advocacy Center shall retain the space currently utilized by the program, located on the lower level, on the east side of the County Office Building through the length of this term, ending December 31, 2017.

ON MOTION OF WILLCOX JR.

AGENDA ITEM NO. 31

**Authorize Contract Renewal – Service Contract for RS6000 Sheriff’s Messaging Server
(Systems Maintenance Services)**

WHEREAS, the County is dependent on an IBM RS6000 to support data messaging for the Sheriff and DERC departments AND

WHEREAS, the County has contracted with Systems Maintenance Services to provide on-site maintenance AND

WHEREAS, Systems Maintenance Services has submitted an invoice for a renewal of maintenance services to commence December 1, 2013 and to end December 31, 2014, in the amount of \$557.40 per year NOW, THEREFORE BE IT,

RESOLVED, that the Chairman of the Cortland County Legislature be and hereby is authorized to sign the contract on behalf of the Cortland County Information Technology Department with Systems Maintenance Services, upon the approval of the County Attorney.

ON MOTION OF WILLCOX JR.

AGENDA ITEM NO. 32

Authorize Agreement Buildings & Grounds (6Th Judicial Court District)

WHEREAS, 1996 NYS Legislation, Senate Bill # 4428-b, allowed for changes in Section 39-b of the Judiciary Law and amends Sections 54-j and 94920 of the State Finance Law, affecting the M&O procedures for the 6th Judicial Court District as it relates to Cortland County, AND,

WHEREAS, the NYS Unified Court System 6th Judicial District, has presented an agreement to the County for a period of April 1, 2013 through March 31, 2018, NOW, THEREFORE, BE IT,

RESOLVED, that this Legislature hereby authorizes the Chairman to renew the prescribed agreement, presented by the NYS Unified Court System, 6th Judicial District, upon approval of the County Attorney.

ON MOTION OF WILLCOX JR.

AGENDA ITEM NO. 33

Authorize Agreement Air Monitoring Services Door & Window Project

WHEREAS, the Buildings & Grounds Department issued an RFP for Air Monitoring Service required for the Door & Window Project AND,

WHEREAS, SBJ Services, Inc, Microbac Cortland and Atlantic Consulting have all responded, AND,

WHEREAS, JCM Architects have reviewed all proposals and recommends MicroBac NOW, THEREFORE, BE IT,

RESOLVED, That MicroBac provide air monitoring services in accordance with the RFP, and be funded from Account # A16205.52000.1622 for and amount not to exceed \$600 AND, BE IT FURTHER,

RESOLVED, that this Legislature hereby authorizes the Chairman of the Legislature to enter into and agreement with MicroBac, upon approval of the County Attorney.

ON MOTION OF WILLCOX JR.

AGENDA ITEM NO. 34

Amend Budget/Re-Appropriate Funds (Buildings & Grounds)

WHEREAS, the Buildings and Grounds Committee has approved and funded an Asbestos Containing Material Abatement project for the County Highway Office complex - Acc# A16205 52025 2302 in addition to a Doors & Window Replacement project - Acc# A16205 52200 16224, AND,

WHEREAS, both projects are not scheduled to be completed in the 2013 Budget cycle but will have expenses charged to those accounts until December 31, 2013 , and there will be remaining balances in the respective accounts, NOW, THEREFORE BE IT,

RESOLVED, that the remaining funds in Acc# A16205 52025 2302 - ACM Project and in Acc# A16205 52200 16224 - Door & Window Project on December 31, 2013 be hereby transferred and re-appropriated into the 2104 Budget using the same account numbers, AND, BE IT FURTHER,

RESOLVED, that this Legislature hereby directs the County Treasurer to complete said transfers.

ON MOTION OF WILLCOX JR.

AGENDA ITEM NO. 35

Amend Budget/Re-Appropriate Funds (Buildings & Grounds)

WHEREAS, there were funds in the amount of \$ \$4,619.00 remaining unexpended in the Account No. A16205.54076, Building Repairs at the end of 2013, AND

WHEREAS, approval to purchase repair the entrance roof on the County Office Building came late in the year and the work was not completed in 2013, NOW THEREFORE BE IT

RESOLVED, that these funds be re-appropriated in 2014 with the following amendment to the 2014 budget:

Increase Account No. A16205.50476 Building Repairs \$ 4,619.00

Expense Account No. A16205.54076 Building Repairs \$ 4,619.00

Update from Budget & Finance Committee

ON MOTION OF PACE

AGENDA ITEM NO. 36

Authorize Contract – Information Technology Support Services 2013 (Town of Cortlandville)

WHEREAS, the County of Cortland, through its Cortland County Information Technology Department has offered local communities its expertise by providing computer services that will include any and all PC/Network support requirements, and

WHEREAS, the Cortland County Information Technology Department has sufficient capability to provide these services to local communities, and

WHEREAS, it is the intent of this agreement for the Cortland County Information Technology Department to provide services that will help save or avoid costs to the local communities participating with Cortland County on this shared service effort, and

WHEREAS, the County and the Town have determined that it is of mutual benefit for the parties to enter into this cooperative Agreement pursuant to Article 5-G of the General Municipal Law, NOW, THEREFORE BE IT,

RESOLVED, that the Chairman of the Cortland County Legislature be and hereby is authorized to sign the contract commencing 1/1/13 and expiring 12/30/13, for \$50 per hour, on behalf of the Cortland County Information Technology Department, upon the approval of the County Attorney.

Authorize Contract – Information Technology Support Services 2014 (Town of Cortlandville)

WHEREAS, the County of Cortland, through its Cortland County Information Technology Department has offered local communities its expertise by providing computer services that will include any and all PC/Network support requirements, and

WHEREAS, the Cortland County Information Technology Department has sufficient capability to provide these services to local communities, and

WHEREAS, it is the intent of this agreement for the Cortland County Information Technology Department to provide services that will help save or avoid costs to the local communities participating with Cortland County on this shared service effort, and

WHEREAS, the County and the Town have determined that it is of mutual benefit for the parties to enter into this cooperative Agreement pursuant to Article 5-G of the General Municipal Law, NOW, THEREFORE BE IT,

RESOLVED, that the Chairman of the Cortland County Legislature be and hereby is authorized to sign the contract commencing 12/31/13 and expiring 12/31/14, for \$50 per hour, on behalf of the Cortland County Information Technology Department, upon the approval of the County Attorney.

Appoint Director of Real Property Tax Services Real Property

WHEREAS, the Cortland County Legislature has a vacant position of Director of Real Property Tax Services, AND

WHEREAS, the duties and powers of the County Administrator as Chief Administrative Officer provide for the Administrator to monitor the department heads and provide general supervision to each department, AND

WHEREAS, Local Law No. 7 of year 2002 reserves and prescribes the duty to the County Administrator to make recommendations to the County Legislature for the appointment of each department head, AND

WHEREAS, the County Administrator has offered a recommendation for this appointment, AND

WHEREAS, the County Legislature has received from the County Administrator the recommendation for appointment of Randy Deal as Director of Real Property Tax Services, NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby appoint Randy Deal as Director of Real Property Tax Services from December 31, 2013 to September 30, 2019 at an annual salary of \$34,114 (Management Compensation Plan Grade 5, step 1, 21 hours/week) pursuant to the terms and conditions of the Management Confidential/Management Employment Policy.

ON MOTION OF PARK

AGENDA ITEM NO. 39

Authorize Agreement OCE Reader/Printer (Real Property)

WHEREAS, the OCE reader/printer located in Real Property Tax Services requires an annual maintenance agreement, AND

WHEREAS, an agreement has been negotiated with Canon Solutions America, Inc (formerly known as OCE-USA, Inc.) for the term of December 31, 2013 through December 31, 2014 at a cost of \$3,090.00 NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval by the County Attorney, be and hereby is authorized to sign an agreement with Canon Solutions America, Inc. and pay out of account A13555.54050 Equipment Maintenance/Repair.

ON MOTION OF PRICE

AGENDA ITEM NO. 40

2013 Budget Amendment Mental Health/Family Counseling

WHEREAS, the New York State Office of Alcoholism and Substance Abuse Services has approved additional funding for Family Counseling Services in 2013, in the amount of \$29,335.00 for delivery of prevention and intervention programs related to substance abuse, NOW THEREFORE BE IT

RESOLVED, that the 2013 county budget be amended as follows:

Increase:

Expenses:

A 43105 54870 4208 FAMILY COUNSELING (OASAS)	\$29,335.00
--	-------------

Revenues:

A431043 43486 4200 NYS OASAS	\$29,335.00
------------------------------	-------------

ON MOTION OF PACE

AGENDA ITEM NO. 41

Authorize Extension of Contract with Bowne Management Systems, Inc., to Connect Cortland County Tax Maps from Auto Cad Format to ESRI ARC GIS 10.2X to be Used as a County-Wide GIS System

WHEREAS, Cortland County entered into an agreement with Bowne Management Systems, Inc. dated August 26, 2013 to convert Cortland County's tax maps from Auto CAD format to ESRI ARC GIS 10.2X to be used in a county-wide GIS system, authorized by Resolution No. 216-13; and

WHEREAS, said agreement terminates on December 31, 2013 and certain work remains unfinished, and all parties are desirous of extending the agreement until March 31, 2014;

NOW, THEREFORE, BE IT RESOLVED, that the agreement between Cortland County and Bowne Management Systems, Inc. dated August 26, 2013 be extended until March 31, 2014, at no additional cost to Cortland County.

ON MOTION OF PACE

AGENDA ITEM NO. 42

Authorize Agreement Image Mate Online

WHEREAS, Resolution 253-07 authorized an agreement between the Cortland County Real Property Tax Services department and Systems Development Group, Inc. (SDG, Inc.) for the "Image Mate Online" software allowing access to real property tax information over the Internet, AND

WHEREAS, said agreement has expired, and the Cortland County Real Property Tax Services office wishes to continue to use the software and the County needs software support, AND

WHEREAS, SDG, Inc. is the sole provider of said software, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval by the County Attorney, be and hereby is authorized to sign an agreement with SDG, Inc. for annual software support for the term beginning December 31, 2013 and ending December 31, 2014 to be paid out of Account #A13555-54015 in the amount of \$4,500.

ON MOTION OF PARK

AGENDA ITEM NO. 43

Levying Water Charges - Town of Cortlandville

WHEREAS, a statement showing the unpaid water charges in the Town of Cortlandville, Cortland County, has been filed as outlined in Section 198-1(k) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of sewer charges due said Town of Cortlandville:

76.14-01-01.000	Lindhorst, Walter K.	580.11
76.14-01-09.000	Pritt, James F.	257.71
76.15-01-12.000	McBride III, Theodore P.	339.64
76.15-01-15.000	Gorman, Heather M.	131.20
76.17-01-05.000	Sauerbier, Charles F.	111.20
76.18-01-31.000	Crandall-Jones, Stacy L.	250.44
76.18-01-32.000	Haynes, Matthew S.	67.39
76.19-01-22.000	Poppe, Christine	208.70
76.19-01-45.100	Perelka, Edward R.	128.47
85.11-01-04.100	Lader, Ronald F.	109.97
85.15-01-09.000	Winter, David M.	182.09
85.16-01-30.000	McGrath, John F	276.76
85.16-02-04.120	Stiles, John E.	130.17
85.19-01-05.000	Naylor, Justin	282.18
85.19-01-16.000	Freelove, Gary R.	72.61
85.19-01-37.000	Randall, Julie	864.78
85.20-01-27.000	Morris, Judy G.	84.47
86.09-01-19.000	Casey, Valerie A.	34.38
86.09-01-24.000	Clark, Earl D.	44.28
86.09-01-46.000	Allen, Paul W.	75.61
86.13-01-27.000	Cortlandville Assoc LLC	181.49
86.13-01-57.200	Rescue Mission Alliance Syrac	173.95
86.13-01-58.100	Herwood Properties, LLC	909.87
86.13-01-65.100	Cortland Station Inc.	352.56
86.17-01-02.120	3901 West Road LLC	86.20
87.04-01-09.000	Caughey, Daniel J.	326.77
95.07-01-12.000	Petrella, John M.	152.82
95.07-01-18.000	Yonta, Michael	80.98
95.07-02-09.000	Jones, William	505.01
95.08-01-01.000	Delucia, Dominick	82.36
95.11-01-16.000	Bergeron, Keith	164.57
95.11-03-02.000	Strauf, Stephen C.	208.45
95.12-01-06.100	Cortland County SPCA	237.72
95.12-01-13.000	Kessler Family LLC	25.00
95.14-01-32.000	Brown, Scott D.	35.49
95.15-03-04.000	VanDee, Robert A.	225.40
95.15-03-11.000	Edinger, John S.	148.18
95.16-01-11.000	Woodward, Wayne	214.54
95.16-01-15.000	UC Cortland Housing LLC	2,785.08
95.16-01-25.000	Perkins, Jennifer S.	133.09
95.16-01-39.000	Wilcott, Tiffany R.	41.49
95.16-01-40.000	Corp, Rebecca J.	138.42
95.16-01-47.000	Nadge, Adrienne	308.03
95.16-01-53.000	Dankert, David E.	287.95
95.16-01-55.000	Pitts, Charles B. III	221.20

95.16-01-60.000	Ladd Trust Estate, Leo J.	327.54
95.16-02-04.000	Payne-Lowe, Lydia	86.20
95.16-02-09.000	Burnham, Margaret A.	221.20
95.16-02-10.000	Daily, Rahmond D.	44.31
95.16-02-23.000	Hall, Keith	69.84
95.16-02-24.000	DeGrazia, David	329.78
95.16-02-31.000	Dorsett, Gail A.	200.89
95.16-02-40.000	Rushak-Lamson, Aftin M.	289.27
95.16-02-62.000	Saad, Saad M.	44.48
95.16-02-74.000	879 Route 13, LLC,	836.61
95.20-02-06.000-1	Cortlandville Crossing LLC	147.00
96.00-03-10.110	Slack, Susan J.	315.27
96.05-01-13.000	Jones, Audrey	68.65
96.05-01-19.000	Willcox Tompkins St Properties	397.57
96.05-01-32.000	Harrington, Dustin	153.07
96.05-02-09.000	Wilcox, Kelley A.	48.77
96.06-01-39.000	Whitcomb, Carol	41.70
96.06-02-14.000	Cook, Kimberly A.	339.39
96.06-02-15.000	Shute, Courtney A.	233.87
96.06-02-32.000	Lozano, Teodoro	79.23
96.09-01-09.000	Decker, Christian A.	342.67
96.09-01-27.000	Thillburg, Robert	1,097.15
96.09-01-70.000	Wing, Charles J.	133.96
96.09-02-08.000	Keane, Thomas Jr	172.74
96.09-02-13.000	Kearney, David	380.72
96.09-02-29.000	Vandeuson, James W.	58.27
96.09-02-30.000	O'Dell, Richard	170.86
96.09-02-33.000	Burt, Richard S.	229.97
96.09-04-06.000	Stewart, Leon W.	320.35
96.09-04-14.000	Banks, Steven	3,398.13
96.10-01-25.000	Pristash, Kevin	324.69
96.10-01-31.000	Emma, James J.	44.78
96.10-02-11.000	Mershon, Michael J.	505.32
96.10-02-40.000	Roche, Mark	68.69
96.17-01-16.000	Meagley, Sean S.	179.59
96.36-01-05.000	Kesler, Gregory	107.24
96.36-01-07.000	Eaton, Dorene	94.68
105.08-01-18.000	Ostrander, Patricia M.	208.21
105.08-02-35.000	Hopko, Scott C.	258.20
106.05-01-11.000	Young, Eric	45.57

TOTAL		\$24,675.21
-------	--	-------------

Submitted to Cortland County RPTS 12/3/13 by Karen Q. Snyder, Cortlandville Town Clerk.

Levying Grass and Weed Charges - Town of Cortlandville

WHEREAS, a statement showing the unpaid grass and weed control charges in the Town of Cortlandville, Cortland County, has been filed as outlined in Section 130 of the Town Law of the State of New York, which statement includes unpaid grass and weed control charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of grass and weed control charges due said Town of Cortlandville:

Sauerbier, Charles	76.17-01-05.000	\$ 210.00
Manley, James Jr	95.16-01-33.000	\$ 105.00
Parker, Richard J	97.04-02-19.000	\$1,522.50
Total		\$1,837.50

Submitted to Cortland County RPTS 12/10/13 by Karen Q. Snyder, Cortlandville Town Clerk.

Levying Water Charges - Town of Scott

WHEREAS, a statement showing the unpaid water charges in the Town of Scott, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of Scott:

35.03-01-03.000	Parker, Chad	\$ 506.47
35.03-01-09.000	Pooler, Michael	624.11
35.03-01-10.000	Lake, Edward	468.90
35.03-01-13.000	VanLiew, Terry	417.30
35.03-01-14.000	Klotz, Stacy	282.22
35.03-01-15.000	Platt, Daniel	247.92
35.03-01-24.000	Estep, Nancy	447.66
35.03-01-29.000	Hubbard, John	1,076.82
35.03-01-30.000	Hubbard, Steven	340.28
35.03-01-33.000	Glendening, Christopher	731.57
35.03-01-39.000	Carr, Connal	433.20

Total \$5,576.45

Submitted to Cortland County Real Property Tax Service on 12/02/13 by Cathy A. Barber,
Scott Town Clerk.

ON MOTION OF PARK

AGENDA ITEM NO. 46

Levying Water Charges - Town of Cincinnatus

WHEREAS, a statement showing the unpaid water charges in the Town of Cincinnatus, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of Cincinnatus:

113.17-01-06.000	Carlos Almaguer	137.62
123.13-01-01.000	Gordon Brown	137.62
123.00-03-13.000	Kenneth Brown	228.37
123.09-01-06.000	Davis Burritt	118.31
122.00-03-20.000	Leslie Carter	143.88
122.12-01-03.100	Leslie Carter	223.08
122.12-01-03.200	Leslie Carter	143.88
123.13-01-24.000	Leslie Carter	143.88
123.00-04-19.000	David Christy	15.16
112.20-01-25.000	Blake Davis	349.37
123.13-01-41.000	Wendy Davis	173.37
123.05-01-37.000	James Dibble	137.62
123.00-03-06.200	DKT, LLC	15.16
123.13-01-36.000	Charles Eaton	352.12
123.00-04-04.000	Charles Eaton Jr	15.16
123.13-01-32.000	David Gallow	220.12
123.05-01-65.000	Marlene George	153.29
123.13-01-46.000	Shane Gleason	228.37
112.20-01-07.000	Edward Gonzalez	220.12
112.20-01-10.000	Edward Gonzalez	15.16
113.17-01-32.000	James Huss	267.15
113.17-01-34.200	James Huss	15.16
123.05-01-33.000	Joseph King	203.65
113.17-01-30.000	Robert Kurtz, III	1047.28
122.00-03-04.000	Bryan Kwak	183.82
122.00-03-25.000	Joshua Lieb	365.90
123.13-01-34.000	Melissa Livermore	192.62

113.17-01-34.110	Michael McNally	15.16
122.12-01-05.000	Jeffrey Pierson	267.70
122.12-01-08.000	Emmanuel Pothos	15.16
122.13-01-33.000	Emmanuel Pothos	338.40
122.00-03-21.000	Irene Pothos	233.87
122.00-03-22.000	Irene Pothos	228.37
123.05-01-19.000	Irene Pothos	1581.37
123.05-01-36.000	Irene Pothos	137.62
123.13-01-25.000	Jay Rice	522.62
123.05-01-08.000	Jessica Rutan	137.62
123.05-01-58.000	Shawn Scoville	319.12
113.17-02-02.000	Carol Simmons	137.62
113.17-01-03.000	Ronald Smith	224.52
122.08-01-02.000	Vicki Staley	210.49
123.13-01-08.200	David Steacy	262.71
123.13-01-09.000	David Steacy	122.46
123.00-04-20.000	Kathleen Stoker	137.62
123.05-01-07.000	Richard Supley	231.12
123.13-01-10.000	Charles Tennant	27.62
122.08-01-36.100	Jeanette Wasko	137.62
123.13-01-29.000	Verda Waskeo	258.62
113.17-02-16.000	James Williams	605.44
123.05-01-04.000	Ann Wittmaack Schehr	997.32
123.05-01-53.000	Robert Woodcock	222.87

Total		\$12,820.28
-------	--	-------------

Submitted to Cortland County Real Property Tax Services 11/25/13 by Dale Bates, Supervisor.

ON MOTION OF PARK

AGENDA ITEM NO. 47

Levying Town Special District Taxes

RESOLVED, that there shall be and is hereby assessed and levied upon and collected from the real property liable therefore within the respective fire protection, fire and lighting districts in the towns as indicated below, as specified in their respective annual budgets for the year 2014:

<u>Town</u>	<u>Fire Tax</u>	<u>Light Tax</u>
Cincinnatus	95,833.00	8,500.00
Cortlandville	748,960.00	
Cuyler	77,100.00	
Freetown	40,010.00	
Harford	97,627.00	

Homer	83,500.00
Lapeer	64,770.00
Marathon	99,059.00
Preble	95,000.00
Scott	37,617.00
Solon	44,500.00
Taylor	36,143.00
Truxton	81,654.00
Virgil	222,333.00
Willet	43,500.00

AND BE IT FURTHER

RESOLVED, that such taxes and assessments, when collected, shall be paid to the Supervisors of the several towns in the amount as shown by this resolution for distribution by them in the manner provided by law.

ON MOTION OF PARK

AGENDA ITEM NO. 48

Levy County Tax - City of Cortland

RESOLVED, that this Legislature directs the sum of seven million six hundred eight thousand, five hundred ninety-five dollars and 63 cents (\$7,608,595.63) to be levied in the City of Cortland, Cortland County, for County purposes for the fiscal year beginning January 1, 2014 and that the Chairman and the Clerk of this Legislature certify this resolution to the Common Council of said City, pursuant to the Charter of said City.

ON MOTION OF PARK

AGENDA ITEM NO. 49

Levy Town General and Highway Taxes

WHEREAS, there has been presented to this Legislature a duly certified copy of the annual budget for the several towns of the County of Cortland for the fiscal year beginning January 1, 2014, NOW, THEREFORE, BE IT

RESOLVED, that there shall be and hereby is assessed and levied upon and collected from the taxable real property in the following named towns, outside of any incorporated villages, wholly or partially located therein, the amounts indicated below for the Highway items as specified in the budgets of the respective towns as follows:

Town of Cortlandville outside village - \$435,194

Town of Homer outside village - \$ -0-

AND BE IT FURTHER

RESOLVED, that the several amounts raised by tax for all other purposes as specified in the several budgets as presented to this Legislature and which are on file in the Office of Real Property

Tax Services, shall be and hereby are assessed and levied upon and collected from all taxable property in the towns as enumerated below, except as otherwise provided by law, namely,

<u>Town</u>	<u>Highway Fund</u>
Cincinnati	\$ 93,370.00
Cuyler	213,183.00
Freetown	195,350.00
Harford	278,305.00
Homer	251,355.00
Lapeer	210,939.00
Marathon	71,655.00
Preble	106,000.00
Scott	170,000.00
Solon	218,637.00
Taylor	132,130.00
Truxton	254,940.00
Virgil	337,537.00
Willet	121,150.00

AND BE IT FURTHER

RESOLVED, that the amounts to be raised for the General Fund and Debt Service Fund purposes as specified in the several budgets presented to this Legislature and which are on file in the Office of Real Property Tax Services hereof, shall and hereby are assessed and levied upon and collected from all taxable property in the towns as enumerated below except as otherwise provided by law, namely,

<u>Town</u>	<u>General Fund</u>	
Cincinnati	\$ -0-	
Cortlandville townwide	1,268,072.00	
Cuyler	165,781.00	
Freetown	29,715.00	
Harford	43,101.30	
Homer townwide	166,930.00	
Lapeer	159,758.00	
Marathon	175,727.00	
Preble	-0-	
Scott	-0-	
Solon	145,625.22	
Taylor	110,530.00	
Truxton		135,000.00
Virgil	124,227.00	
Willet	61,486.00	

AND BE IT FURTHER

RESOLVED, that such taxes and assessments when collected shall be paid to the Supervisors of the several towns in the amounts as shown by this resolution for distribution by them in the manner provided by law.

ON MOTION OF PARK

AGENDA ITEM NO. 50

**Amend 2014 Budget to Reflect State Administered Non Property Tax (Sales Tax) to
Reduce Real Property Tax Levy**

WHEREAS, the following is a list of towns who have not filed to receive their share of the Sales Tax in cash and the estimated amount to be applied to reduce their share of the County Real Property Tax Levy for the fiscal year 2014,

<u>Towns</u>	<u>Amount</u>
Lapeer	\$250,713.60

WHEREAS, by Town of Cuyler resolution, \$115,000.00 of the Sales Tax Revenue has been authorized to be applied against the County Real Property Tax Levy in the Town of Cuyler, AND

WHEREAS, by Town of Harford resolution, \$70,000.00 of the Sales Tax Revenue has been authorized to be applied against the County Real Property Tax Levy in the Town of Harford, AND

WHEREAS, by Town of Solon resolution, \$172,255.89 of the Sales Tax Revenue has been authorized to be applied against the County Real Property Tax Levy in the Town of Solon, AND

WHEREAS, by Town of Taylor resolution, \$32,500.00 of the Sales Tax Revenue has been authorized to be applied against the County Real Property Tax Levy in the Town of Taylor, AND

WHEREAS, by Town of Truxton resolution, \$110,000.00 of the Sales Tax Revenue has been authorized to be applied against the County Real Property Tax Levy in the Town of Truxton, AND

WHEREAS, by Town of Virgil resolution, \$75,000.00 of the Sales Tax Revenue has been authorized to be applied against the County Real Property Tax Levy in the Town of Virgil, NOW, THEREFORE, BE IT

RESOLVED, that the 2014 adopted budget for the County of Cortland be and hereby is amended to increase the estimated revenue in Account A1115, State Administered Non-Property Tax, to reduce the County Tax Levy in the amount of \$825,469.49 and net amount to be raised by real property shall be \$32,168,316.72

ON MOTION OF PARK

AGENDA ITEM NO. 51

Delegating Authority to the County Auditor to Approve Certain Corrections of Errors on Tax Rolls and Certain Real Property Tax Refunds

WHEREAS, Section 554 of the New York State Real Property Tax Law provides a mechanism for the correction of errors on Real Property Tax Rolls by the County Legislature based upon the recommendation of the Director of the County Real Property Tax Services Agency pursuant to an application by an entitled person in cases involving clerical errors, unlawful entries or certain errors in essential fact, AND

WHEREAS, Section 554 of the New York State Real Property Tax Law authorizes the County Legislature to delegate to the County Auditor, on an annual basis, the authority to approve such corrections in cases where the correction sought does not exceed twenty-five hundred dollars (\$2,500), AND

WHEREAS, Section 556 of the New York State Real Property Tax Law provides a mechanism for the refunding of certain real property taxes by the County Legislature based upon the recommendation of the Director of the County Real Property Tax Services Agency pursuant to an application by a taxpayer in cases involving clerical errors, unlawful entries upon the assessment rolls and certain errors in essential fact, AND

WHEREAS, said Section 556 of the Real Property Tax Law was amended to authorize the County Legislature to delegate to the County Auditor, on an annual basis, the authority to approve such refunds in cases where the refund sought does not exceed twenty-five hundred dollars (\$2,500), AND

WHEREAS, both sections also provide that the County Auditor will report to the County Legislature, on a monthly basis, those refund applications which have been approved during the previous month and further provides that all applications which have been denied by the Director, in whole or in part, shall be forwarded to the County Legislature for disposition, NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Sections 554 and 556 of the Real Property Tax Law, the County Legislature does hereby delegate to the County Auditor the authority to approve corrections to the Real Property Tax Rolls and approve certain refunds of real property taxes as outlined in said Sections 554 and 556 of the Real Property Tax Law, in cases where the refund sought does not exceed the amount of twenty-five hundred dollars (\$2,500), AND, BE IT FURTHER

RESOLVED, that this delegation of authority shall remain in effect through December 31, 2014.

ON MOTION OF PARK

AGENDA ITEM NO. 52

Levying Water Charges - Town of Harford

WHEREAS, a statement showing the unpaid water charges in the Town of Harford, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of Harford:

172.05-01-32.000	Murray, Rachel	\$ 513.25
172.06-01-09.000	McCutcheon, Ruby	535.58
172.06-01-01.000	Monroe, Edward	598.67
172.05-01-17.112	Poole, Thomas	<u>508.94</u>
Total		\$2,156.44

Submitted to Cortland County Real Property Tax Services on 11/15/13 by Diane Michaud, Harford Town Clerk.

ON MOTION OF PARK

AGENDA ITEM NO. 53

Levying Water Charges - Town of Virgil

WHEREAS, a statement showing the unpaid water charges in the Town of Virgil, Cortland County, has been filed as outlined in Section 198-3(d) of the Town Law of the State of New York, which statement includes unpaid water charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of water charges due said Town of Virgil:

127.15-01-31.000-20	Christopher R. Johnson	320.00
127.15-01-31.000-25	James & Nancy Sorbella	48.40
127.15-01-30.000-9	Karin Richardson	66.00
127.15-01-30.000-4	Thomas Glenn	66.00
Total		\$500.40

Submitted to Cortland County Real Property Tax Services on 11/07/13 by Alane VanDonsel Virgil Town Clerk.

ON MOTION OF PARK

AGENDA ITEM NO. 54

Levying Sewer Charges - Town of Virgil

WHEREAS, a statement showing the unpaid sewer charges in the Town of Virgil, Cortland County, has been filed as outlined in Section 198-1(k) of the Town Law of the State of New York, which statement includes unpaid sewer charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of sewer charges due said Town of Virgil:

127.15-01-31.000-20	Christopher R. Johnson	475.00
127.15-01-31.000-25	Janes & Nancy Sorbella	77.19
127.15-01-30.000-9	Karin Richardson	104.50
127.15-01-30.000-4	Thomas Glenn	104.50
Total		\$761.19

Submitted to Cortland County Real Property Tax Services on 11/07/13 by Alane VanDonsel, Virgil Town Clerk.

ON MOTION OF PARK

AGENDA ITEM NO. 55

Levying Sewer Charges - Town of Cuyler

WHEREAS, a statement showing the unpaid sewer charges in the Town of Cuyler, Cortland County, has been filed as outlined in Section 198-1(k) of the Town Law of the State of New York, which statement includes unpaid sewer charges which have not appeared on any statement previously filed and the supervisor of said town transmitted said statement to this Legislature, now therefore be it

RESOLVED, that there shall be and is hereby assessed and levied and collected from the real property liable therefore as indicated below, the following amounts of sewer charges due said Town of Cuyler:

31.02-02-09.000	Marshall, James	179.20
31.02-02-11.000	Warner, Timothy	291.20
31.02-02-20.000	Driscoll, Christopher	179.20
31.02-02-33.100	Hannafan, Richard P	515.20
Total		\$ 1,164.80

Submitted to Cortland County Real Property Tax Services on 11/12/13 by Wendy Custer, Cuyler Town Clerk.

Announcements

Adjourn



Cortland County Legislature

Legislative Session

~ Minutes ~

County Office Building
Cortland, NY 13045-2746
<http://www.cortland-co.org>

3.a

Thursday, November 21, 2013

6:00 PM

Board Room

Public Hearing - Local Law "I" of 2013 - Mortgage Tax

Chairman Park opened the public hearing for Proposed Local Law "H" of 2013 - Extending the Mortgage Recording Tax in Cortland County. There was nobody who wished to speak, so Chairman Park closed the meeting.

Salute to the Flag

Roll Call

PRESENT: Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner

ABSENT: Cobb (Excused), Willcox Jr. (Excused), Ross, Arnold (Excused)

Approval of Minutes

Cortland County Legislature - Legislative Session - Oct 24, 2013 6:00 PM

RESULT:	ACCEPTED [UNANIMOUS]
MOVER:	Ray Parker, Legislative District 2
SECONDER:	Susan Briggs, Legislative District 14
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

Privilege of the floor

There was no one who wished to address the Legislature.

Proclamations & Recognitions

Presentation of Petitions, Communications, and Notice

Receive and File

Town of Scott Senior Center Petition

In addition to the petition from the Scott Senior Center, the Clerk has also received petitions from Truxton, Marathon and Willet.

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	John R Troy, Legislative District 1
SECONDER:	Susan Briggs, Legislative District 14
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

Reports of Standing, Special and Ad Hoc Committees

Articles Postponed to Day Certain

Unfinished Business

New Business

Resolutions

Health & Human Services Committee Update

AGENDA ITEM NO. 1 – Authorize Agreement Health Department/Hospice (Auditor)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	John R Troy, Legislative District 1
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 278-13

Authorize Agreement Health Department/Hospice (Auditor)

WHEREAS, Caring Community Hospice of Cortland, a division of the Cortland County Health Department, is required to complete a comprehensive annual Medicare Cost Report, AND

WHEREAS, Hospice will contract with Caryn Hughes, financial analyst specializing in Hospice Cost Report preparation to compile and analyze data to complete a cost report for a fee not to exceed \$2000 maximum, AND

WHEREAS, monies for the above service are budgeted in expenditure account A40485.54055, AND

WHEREAS, the term for this agreement is December 31, 2013 through December 31, 2014, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature and the Public Health Director or designee, upon review and approval by the County Attorney, are hereby authorized to sign an agreement for provision of such service.

AGENDA ITEM NO. 2 – Authorize Agreement - Area Agency on Aging (Hopko Designs)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	Gordon Wheelock, Legislative District 10
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 279-13

Authorize Agreement - Area Agency on Aging (Hopko Designs)

WHEREAS, the Cortland County Area Agency on Aging wishes to enter into a contract with Hopko Designs for the creation and design of a website for the Agency in an amount not to exceed \$3,500.00, AND

WHEREAS, the funds for this project are part of the Systems Integrations grant, which was previously approved and appropriated by this Legislature, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval by the County Attorney and subject to any appropriation of funding by the Legislature, be and hereby is authorized to execute said agreement.

AGENDA ITEM NO. 3 – Appoint Members Community Services Board Mental Health

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	Susan Briggs, Legislative District 14
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 280-13

Appoint Members Community Services Board Mental Health

WHEREAS, the By-Laws of the Cortland County Community Services Board, Article 3, Section 1 states that membership of the organization shall consist of fifteen (15) members appointed by the Cortland County Legislature, AND

WHEREAS, the term of each member of the Board shall be four (4) years except for vacancies for unexpired terms, AND

WHEREAS there are currently two vacancies due to the resignation(s) of Polly Cator MD, and Mary McGory whose terms are set to expire on 12/31/15, NOW, THEREFORE BE IT

RESOLVED, that the following appointments be made:

NAME/ADDRESS

TERM

Elaine Lambert
5557 Route 41
Homer, NY 13077

12/1/2013 - 12/31/2015 (remainder of Mary McGory Term)

Christopher Driscoll
4979 Lincklaen Road
Cuyler, NY 13150

12/1/2013 - 12/31/2015 (remainder of Polly Cator MD. Term)

AGENDA ITEM NO. 4 – Amend Budget - Area Agency on Aging (Title VII Long Term Care Ombudsman Program)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 281-13

Amend Budget - Area Agency on Aging (Title VII Long Term Care Ombudsman Program)

WHEREAS, the New York State Office for the Aging has allocated additional funds in the amount of \$2,661.00 for the Title VII Long Term Care Ombudsman Program for the period January 1, 2013 through December 31, 2013, AND

WHEREAS, \$1,491.00 of these funds are in the 2013 County Budget in Account A67725-51005 4330 (Personal Services), NOW, THEREFORE, BE IT

RESOLVED, that the 2013 County Budget be and hereby is amended as follows:

Increase:

Expenses:

A67725-52060 4334	Computer Equipment	+\$590.00
A67725-54001 4334	Printing	+\$120.00
A67725-54004 4334	Computer Software	+\$260.00
A67725-54005 4334	Office Supplies	+\$200.00

Revenues:

A677244-43772 4334	Federal Aid - Title VII	+\$1,170.00
--------------------	-------------------------	-------------

AGENDA ITEM NO. 5 – Authorize Agreements - Various Agencies/Departments Mental Health

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 282-13

Authorize Agreements - Various Agencies/Departments Mental Health

RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval by the County Attorney, and subject to appropriation of funding by the Legislature, is hereby authorized to execute agreements beginning Dec. 31, 2013 for or with the following:

- Ability Network, Inc.
- Abel Screening Inc.
- Accumedic
- ASI of Cortland, LLC
- Bonadio Group
- Catholic Charities of Cortland County
- Cortland Enlarged City School District
- Cortland Regional Medical Center
- Cortland County Department of Social Services
- Docutrac
- Empire Interpreting Service
- Family Counseling Services of Cortland County, Inc.
- Franziska Racker Centers, Inc.
- Kinney Management Services
- J.M. Murray
- Madison-Cortland ARC

Mental Health Association
 New York State Conference of Local Mental Hygiene Directors, Inc.
 New York State Office of Mental Health
 Sentry Alarms
 Sweeney's Pest Control

AGENDA ITEM NO. 6 – Contract Extension Approval for Attorney Olsen-Tjensvold

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	John R Troy, Legislative District 1
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 283-13

Contract Extension Approval for Attorney Olsen-Tjensvold

WHEREAS, Cortland County Department of Social Services is desirous of extending a contract with Ingrid Olsen-Tjensvold, Esq. for child welfare legal representation services due to unforeseen case circumstances, AND

WHEREAS, said contract was approved by the Legislature in Resolution #235-13, AND

WHEREAS, the additional funding of up to \$2,000 needed for the extension of this Agreement is provided through the Professional Services Account A60105.54055, NOW, THEREFORE, BE IT

RESOLVED, the Chairman of the County Legislature, upon review and approval by the County Attorney and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign a letter of extension to run through March 31, 2014 to the Agreement for the time period of September 1, 2013 through December 31, 2013 with Ingrid Olsen-Tjensvold, Esq.

AGENDA ITEM NO. 7 – Award Proposal/Authorize Agreement Health Department/Nursing Division (EMR/EHR - Community Computer Service Inc., MEDENT®)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	John Natoli, Legislative District 8
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

**Award Proposal/Authorize Agreement Health Department/Nursing Division (EMR/EHR -
Community Computer Service Inc., MEDENT®)**

WHEREAS, the Cortland County Health Department is in need of an Electronic Medical Records and a Medical Practice Management Software System which will enable us to keep up to date and accurate electronic medical records and to ensure the efficient and accurate billing for immunizations and other public health activities, AND

WHEREAS, proposals were solicited from known vendors, AND

WHEREAS, the following proposals were received:

1. Community Computer Service, Inc. (CCS)

15 Hulbert Street

Auburn, New York 13021

Purchase Price: \$45,347

On-going monthly maintenance fee: \$515

(Annual Cost of \$6,180)

Total Initial Cost with annual maintenance: \$51,527

2. SuiteMed

333 Hegenberger Road, Suite 800

Oakland, CA 94621

Purchase Price: \$26,339

On-going monthly maintenance fee: \$380 (plus fee for billing \$400 -\$1000)

(Annual Cost of \$9,360-\$16,560)

Total Initial Cost with annual maintenance: \$35,699-\$42,899

3. NextGen

795 Horsham Road

Horsham, PA 19044

Purchase Price: \$52,584

On-going monthly maintenance fee: \$653.99

(Annual Cost of \$7,847.88)

Total Initial Cost with annual maintenance: \$60,431.88

AND

WHEREAS, the proposals were studied and analyzed by Information Technology and the Health Committee of this Legislature, AND

WHEREAS, it has been determined that a contract with Community Computer Service, Inc., a New York Corporation, which has an non-exclusive, non-transferable license to use the

MEDENT® Practice Management and Electronic Medical Records System will provide the electronic health records system that best fits the needs of the Health Department, AND

WHEREAS, the agreement will be in effect from the date hereof until terminated by the Licensee or by CCS as provided herein, NOW THEREFORE BE IT,

RESOLVED, that the agreement for the practice management and electronic medical records system be awarded to Community Computer Service, Inc. AND BE IT FURTHER

RESOLVED, that the Cortland County Health Department is authorized to enter into an agreement for the purchase of said practice management and electronic medical records system software for purchase price of \$45,347; \$40,000 of which will be received from NYS Department of Health Grant, and for the on-going monthly maintenance with Community Computer Service, Inc. at the rate of \$515 per month, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature and the Public Health Director, or designee, upon review and approval by the County Attorney, are authorized and directed to sign an agreement with Community Computer Service, Inc, P.O. Box 980, 15 Hulbert Street, Auburn, New York.

AGENDA ITEM NO. 8 – Authorize Agreements Health Department/Jacobus Center for Reproductive Health (Ahlers, Interpreters, and Consultants)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 285-13

**Authorize Agreements Health Department/Jacobus Center for Reproductive Health
(Ahlers, Interpreters, and Consultants)**

WHEREAS, the Jacobus Center for Reproductive Health contracts for the following services:

- Ahlers (Statistical, Billing Services and Software Support)
- Language Interpreters
- Medical Records Consultant (Cortland Regional Medical Center Record Consultant)
- B. Jean Edwards (Pharmacy Consultant)
- Other providers as necessary

AND,

WHEREAS, monies for the above services are budgeted in the expenditure account: A40355.54055 Professional Services, AND,

WHEREAS, the term for all above-referenced contracts is December 31, 2013 through December 31, 2015, AND

WHEREAS, the term agreements shall include a ninety day extension clause, allowing the respective agreements to be extended until March 31, 2016 if successor agreements are not executed by January 1, 2016, NOW, THEREFORE BE IT,

RESOLVED, that the Chairman of the Legislature and the Public Health Director or Designee of the Cortland County Health Department, upon review and approval by the County Attorney, be and hereby authorized to sign agreements for the above services.

AGENDA ITEM NO. 9 – Authorize Agreement/Accept Funds Health Department Immunization Billing RFA (# Imm - 2013-01)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	Gordon Wheelock, Legislative District 10
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 286-13

Authorize Agreement/Accept Funds Health Department Immunization Billing RFA (# Imm - 2013-01)

WHEREAS, the New York State Dept. of Health and Health Research, Inc. has awarded the Cortland County Health Dept. \$40,000 to support the purchase of a practice management system, AND

WHEREAS, these funds will be used to enable us to effectively and efficiently bill for immunizations and other public health activities we currently provide, AND

WHEREAS, an amended resolution will be done to add these funds to either the 2013 or 2014 budget in Revenue Account A401143.43450.4040, dependent on when the funds are dispersed, AND

WHEREAS, the funds are to be expended to a vendor chosen by resolution, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the County Legislature and the Public Health Director or Designee, upon review and approval by the County Attorney, are hereby authorized and directed to sign an agreement with New York State Dept. of Health to accept these funds.

AGENDA ITEM NO. 10 – Family Support Services Budget Amendment (Mental Health)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sandra Price, Legislative District 19
SECONDER:	John R Troy, Legislative District 1
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PRICE

RESOLUTION NO. 287-13

Family Support Services Budget Amendment (Mental Health)

WHEREAS, the Cortland County Mental Health Department has a Memorandum of Understanding with the Cortland County Youth Bureau to provide Child and Adolescent One on One Respite Services for \$3,756.00 from January 1, 2013 through December 31, 2013, AND

WHEREAS, the Cortland County Mental Health Department budgeted \$4,100 for these services, NOW THEREFORE BE IT.

RESOLVED, that the 2013 County Mental Health budget be amended as follows:

Decrease:

Revenues:

A431442 41620 4204

\$344.00

Highway Committee Update

Mr. Fuller said the McGraw Marathon Road bridge project is progressing well, and that the Highway Department vehicles are preparing for winter snow removal.

AGENDA ITEM NO. 11 – Authorize Easement Across County Property to Install Electric Service

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David Fuller, Legislative District 17
SECONDER:	John R Troy, Legislative District 1
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF FULLER

RESOLUTION NO. 288-13

Authorize Easement Across County Property to Install Electric Service

WHEREAS, Cortland County is constructing a Snow Removal Equipment Building pursuant to an FAA and NYSDOT grant; and

WHEREAS, it is necessary to install electric service to the building furnished by National Grid; and

WHEREAS, National Grid desires an easement across the airport property from New York State Route 222 to the proposed Snow Removal Building to construct said underground electric service; NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby authorize the Chairman of the Cortland County Legislature, upon review by the County Attorney, to execute an Easement to National Grid to install said underground electric service across the premises of the Cortland County Airport from Route 222 to the proposed Snow Removal Equipment Building.

AGENDA ITEM NO. 12 – Authorizing Legal Counsel for Cortland County And the Cortland County Legislature to Complete Eminent Domain Proceeding

RESULT:	ADOPTED [14 TO 1]
MOVER:	David Fuller, Legislative District 17
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price
NAYS:	George Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF FULLER

RESOLUTION NO. 289-13

Authorizing Legal Counsel for Cortland County And the Cortland County Legislature to Complete Eminent Domain Proceeding

WHEREAS, the County Highway Department was authorized by Resolution 71-10 to acquire necessary property rights for the purpose of removing Obstructions to Avigation at

Cortland County Airport, under FAA Grant No. AIP 3-36-0017-16-10 and NYSDOT PIN 3903.46, and

WHEREAS, in connection with said project, it was necessary that the County acquire certain property rights on lands listed in said County Resolution 71-10, and

WHEREAS, the Highway Department, under direction of the Office of the County Attorney, The Federal Aviation Administration, and the New York State Department of Transportation, attempted to acquire the necessary property rights for said project by negotiation, and all properties were acquired by negotiation except for one, which is owned by Samuel G. Fish, Jr., and

WHEREAS, the County engaged Patrick Snyder, Esq. to pursue eminent domain proceedings over the Fish property, pursuant to Resolution No. 357-11, and

WHEREAS, the avigation easement has been obtained pursuant to court order, unsafe obstructions have been removed, and the landowner has been paid the full appraised value of \$29,000 in accordance with the law, and

WHEREAS, the landowner has made a claim with the court that the value of the avigation easement was \$450,000, and

WHEREAS, court proceedings are continuing, a new appraisal has been conducted, preparations for a trial are continuing, and expert witnesses will be required, and

WHEREAS, the FAA grant will reimburse the County for 95% of acquisition costs, and the State DOT grant will reimburse the County for 2.5% of all costs, NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County Legislature is hereby authorizes payment to special counsel Patrick Snyder in furtherance of the court proceedings, for legal services, professional appraisers, and expert witness fees and related expenses, from account number H56105529995616, in an amount not to exceed \$35,000.00.

AGENDA ITEM NO. 13 – Award Highway Fuel System Service Agreement- Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David Fuller, Legislative District 17
SECONDER:	Sandra Price, Legislative District 19
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

Award Highway Fuel System Service Agreement- Highway Department

WHEREAS, the Highway Superintendent has received a quote for a maintenance agreement for the fuel system at the County Highway Department, AND

WHEREAS, the fuel system is a proprietary system which requires the service and software upgrades by SYN-Tech Systems, Incorporated, NOW, THEREFORE, BE IT

RESOLVED, that in accordance with the recommendations of the Highway Committee, the County hereby awards a one year Fuel System Maintenance Agreement to SYN-Tech Systems, Incorporated, 100 Four Points Way, Tallahassee, Florida 32305 with the possibility of a one year extension for the total amount of \$1,018.25 AND, BE IT FURTHER

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment for said service contract from Account E51305.54050.

AGENDA ITEM NO. 14 – Authorize Extension of State Snow and Ice Control Agreement Highway Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David Fuller, Legislative District 17
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

Authorize Extension of State Snow and Ice Control Agreement Highway Department

WHEREAS, the County of Cortland pursuant to Section 12 of the Highway Law, relating to control of Snow and Ice on State Highways in Towns and incorporated Villages, has heretofore entered into an agreement with the State of New York for such purposes, and

WHEREAS, Sections 7 and 10 of the said agreement respectively provide a method of modification of the map of affected state highway and an annually updating the estimated expenditure, and

WHEREAS, it would be in the best interest of Cortland County to extend the agreement as modified and updated an additional one year period, NOW, THEREFORE, BE IT

RESOLVED, that the Legislature of the County of Cortland hereby authorizes such extension of the said Snow and Ice Agreement for a period of one year, to expire on June 30, 2016, AND BE IT FURTHER

RESOLVED, that, the Chairman of the Cortland County Legislature, upon review and approval as to form by the County Attorney, is authorized to execute an agreement effecting such extension and modification.

Solid Waste Committee Update

Mr. Troy the a battery recycling program will hopefully be approved at this meeting which should reduce the amount of batteries in the solid waste stream.

The County's engineers, Barton & Logudice, are progressing on the required testing for the SEQR process at the landfill. He said the archeological, wetland delineations, traffic, noise and endangered species tests are all underway, and they are also working on updates to the Solid Waste Management Plan. Mr. Park and Mr. Troy are continuing to meet with all town boards to answer any questions regarding the proposed Ash for Trash agreement with Onondaga County.

AGENDA ITEM NO. 15 – Household Hazardous Waste Application Highway
Department/Landfill

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John R Troy, Legislative District 1
SECONDER:	Sandra Price, Legislative District 19
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF TROY

RESOLUTION NO. 292-13

Household Hazardous Waste Application Highway Department/Landfill

A Resolution Authorizing the Filing of an Application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State.

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, the County of Cortland herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE aid; NOW, THEREFORE BE IT

RESOLVED BY the Cortland County Legislature

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That the Chairman of the Legislature or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE.
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the STATE for the State share of such costs.
4. That five (5) Certified Copies of this Resolution be prepared and sent to the NYSDEC together with a complete application
5. That this resolution shall take effect immediately.

AGENDA ITEM NO. 16 – Authorize Agreement/Leachate Testing Highway
Department/Landfill

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John R Troy, Legislative District 1
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF TROY

RESOLUTION NO. 293-13

Authorize Agreement/Leachate Testing Highway Department/Landfill

WHEREAS, the Highway Superintendent has recommended Microbac-New York, 3821 Buck Drive, Cortland New York to perform leachate laboratory testing, AND

WHEREAS, the testing of leachate and storm water is required under the NYSDEC landfill permit and the City of Cortland Wastewater permit, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval as to form by the County Attorney, is hereby authorized to execute a one year agreement with Microbac-New York, 3821 Buck Drive, Cortland New York to perform the leachate testing and the

associated report preparation for the Cortland County Landfill for an estimated cost of \$14,000 per year, commencing on the execution of the agreement and ending December 31, 2014, AND BE IT FURTHER

RESOLVED, that Microbac-New York services may be required by the Highway Department to perform various miscellaneous tasks, AND BE IT FURTHER

RESOLVED, that all costs associated with landfill leachate testing shall be charged to account # EL81605.54055 and all miscellaneous testing be charged to #D50205.54055.

AGENDA ITEM NO. 17 – Authorize Agreement/Environmental Monitoring Highway Department/Landfill

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John R Troy, Legislative District 1
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF TROY

RESOLUTION NO. 294-13

Authorize Agreement/Environmental Monitoring Highway Department/Landfill

WHEREAS, the Cortland County Soil & Water Conservation District has submitted a proposal to provide monitoring services and the associated report preparation for the Cortland County Landfill, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval as to form by the County Attorney, is hereby authorized to execute an agreement with the Cortland County Soil and Water Conservation District to perform the environmental monitoring and the associated report preparation for the Cortland County Landfill for an estimated cost of \$71,000.00 per year, to be paid from Landfill Account A81605-54055 on a quarterly basis commencing on January 1, 2014 and ending December 31, 2014.

AGENDA ITEM NO. 18 – Award Contract Lease of County Recycling Material Baler Recycling Center/Highway Department

Mr. John Gale of Casella said there is no viable outlet for residents to recycle batteries. He said that the Recycling Center will begin to accept batteries for recycling. There will be an outreach program to educate residents, and that haulers who use the recycling center will be asked to help initiate the program, and that batteries will need to be kept separate from other recycling materials. Mr. Pace said local schools can assist in the education as well as potential drop-off points.

RESULT:	ADOPTED [14 TO 1]
MOVER:	John R Troy, Legislative District 1
SECONDER:	David Fuller, Legislative District 17
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Boyden, Fuller, Price, Wagner
NAYS:	Susan Briggs
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF TROY**RESOLUTION NO. 295-13**

Award Contract Lease of County Recycling Material Baler Recycling Center/Highway Department

WHEREAS, the Cortland County Highway Superintendent received a proposal for the lease of the recycling material baler from the Cortland County Recycling Facility, AND

WHEREAS, Casella Recycling, LLC proposal will debit the actual disposal fees against the revenue generated from rechargeable battery/electronic equipment recycling program, AND

WHEREAS, Casella Recycling, LLC has proposed that the labor necessary for processing the batteries delivered to the Cortland County Solid Waste Division shall be considered the monthly lease payment for the recycling materials baler, NOW, THEREFORE, BE IT

RESOLVED, that in accordance with the recommendations of the Solid Waste Committee, the County Legislature hereby awards lease of the recycling materials baler to Casella Recycling, LLC, 798 Cascadilla Street, Ithaca, NY 14850 for a two year term from January 1, 2014 to December 31, 2015, AND BE IT FURTHER

RESOLVED, that upon mutual agreement of Casella Recycling, LLC and Cortland County, the contract may be extended beginning January 1, 2016, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature, upon review and approval as to form by the County Attorney, is hereby authorized to execute the necessary agreements for said contract.

Personnel Committee Update

Mr. Pace said an Advisory Committee to review Attorney's salaries met, but has not made a recommendation to the Budget & Finance Committee, however the issue is still being reviewed during budget workshops.

AGENDA ITEM NO. 19 – Authorize Agreements Personnel/Civil Service (Several Agencies)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Anthony Pace, Legislative District 7
SECONDER:	John R Troy, Legislative District 1
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PACE

RESOLUTION NO. 296-13

Authorize Agreements Personnel/Civil Service (Several Agencies)

WHEREAS, the Personnel Department contracts for various professional services to assist in the provision of services, AND

WHEREAS, funds have been allocated and proposed in the 2013 budget in account numbers A14305.54015, A14305.54500, A14305.54055, A14305.58062, A14305.58065, A14305.58060, A14305.54050 and A14305.54770, CH9060 554055 NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to execute agreements beginning December 31, 2013 through December 31, 2015 for or with the following to be paid from the accounts listed, and in accordance with the attached:

PSTEK, Inc.
Family and Children's Services of Ithaca
Psychological Resources
Family Health Network
Coughlin & Gerhart, LLP
YMCA
EBS Benefit Solutions-Dental
EBS Benefit Solutions-Vision
EBS Benefit Solutions-Flex
EBS Benefit Solutions-Retiree Billing
Hogan Drug and Alcohol Testing, LLP

Agriculture/Planning/Environment Committee Update

Mr. Boylan said that a check has been received from TCI Renewables for all back payments (about \$8,500), however the balance of the escrow account is at zero now, rather than the required minimum of \$10,000.

Judiciary & Public Safety Committee Update

Mr. Whitney said the Legislature needs to authorize the official submittal of the corrective action plans from the Sheriff's Department and Probation, in response to the NYS Comptroller's audit completed earlier in the year. Mr. Troy made a motion to approve and submit the corrective action plans prepared by the Sheriff and Probation departments. Second by Mr. Wheelock. All members voting in favor; none opposed. The motion was approved.

AGENDA ITEM NO. 20 – Authorize Agreement Extension Sheriff's Department/Jail (Oneida County-Central NY Psychiatric Center Forensic Unit Services)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Whitney, Legislative District 13
SECONDER:	David Fuller, Legislative District 17
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF WHITNEY

RESOLUTION NO. 297-13

Authorize Agreement Extension Sheriff's Department/Jail (Oneida County-Central NY Psychiatric Center Forensic Unit Services)

WHEREAS, the Central New York Psychiatric Center Forensic Unit provides services at their center, in the County of Oneida, AND

WHEREAS, said Forensic Unit has the capability of providing forensic services for the Sheriff's Department of surrounding counties which have inadequate facilities for treating mentally ill inmates, AND

WHEREAS, Oneida has a separate forensic unit, and Cortland County has need from time to time to have prisoners treated at the Central New York Psychiatric Center Forensic Unit, AND

WHEREAS, the Oneida County Sheriff provides security services at the Central New York Psychiatric Center Forensic Unit, AND

WHEREAS, the New York State Correction Law provides for the designation of substitute jails, and for the removal of said prisoners from jail to appropriate facilities for care and treatment, AND

WHEREAS, the parties hereto wish to confirm their understanding and make an agreement pursuant to Section 508 of the Correction Law for security at the Central New York Psychiatric Center Forensic Unit, for inmates from Cortland County who are in need of psychiatric care at the cost of \$165.00 per day fee, commencing December 31, 2013 through December 31, 2016, NOW, THEREFORE, BE IT

RESOLVED, that the Sheriff of Cortland County and the Chairman of the Legislature, upon review and approval by the County Attorney, be and hereby are authorized to sign an agreement extension with the Oneida County Sheriff and the County of Oneida.

AGENDA ITEM NO. 21 – Authorize Agreement Sheriff's Department/Jail Black Creek Intergrated Systems Corporation

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Whitney, Legislative District 13
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF WHITNEY

RESOLUTION NO. 298-13

Authorize Agreement Sheriff's Department/Jail Black Creek Intergrated Systems Corporation

WHEREAS, the maintenance agreement on the Black Creek Integrated Systems Corporation Software will expire on December 31, 2013, and

WHEREAS, the cost of such maintenance agreement is \$13,537.50 annually, for the period of December 31, 2013 through December 31, 2014, NOW, THEREFORE, BE IT

Whereas, the Sheriff is authorized to pay this annual billing, NOW, THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval by the County Attorney, be and hereby is authorized to sign an agreement with Black Creek Intergrated Systems Corporation at a cost per year not to exceed \$13,537.50 per year to be paid from Account A31505-54004 Computer Software.

AGENDA ITEM NO. 22 – Abolish Communications Advisory Board Department of Emergency Communications

Mr. Troy thanked all members of the Communications Advisory Board for their time and success over the years.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Whitney, Legislative District 13
SECONDER:	Gordon Wheelock, Legislative District 10
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF WHITNEY

RESOLUTION NO. 299-13

Abolish Communications Advisory Board Department of Emergency Communications

WHEREAS, the Communications Advisory Board was created by Resolution No. 28-05 to “facilitate emergency communications, develop a structure plan and determine long term needs within Cortland County,” AND

WHEREAS, the Federal Communications Commission mandated the County change radio frequencies and the Communications Advisory Board was charged with meeting this mandate, AND

WHEREAS, the Communications Advisory Board assisted in the creation and implementation of the new Interoperable Communications System, thus fulfilling the duty and responsibility it was charged with, NOW, THEREFORE BE IT

RESOLVED, that the Communications Advisory Board is hereby abolished, effective Dec. 31, 2013.

AGENDA ITEM NO. 23 – UHF Paging Base for Emergency Responders

Mr. Whitney said while paging problems are occurring within the City of Cortland, it is a problem for all emergency responders. As the County seat many responders from all County departments work or shop within the city, so all agencies are affected by the problem. This project will remove a paging base from Locust Ave., where the County pays rent, to the County Office Building. This will require an additional paging base to cover the Homer area, but will result in the County saving rent money on the Locust Ave. tower. The program will pay for itself in about four years.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Whitney, Legislative District 13
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF WHITNEY

RESOLUTION NO. 300-13

UHF Paging Base for Emergency Responders

WHEREAS the Cortland County Department of Emergency Response utilizes a UHF paging system to alert first responders to emergency incidents and

WHEREAS first responders in Cortland County have been experiencing trouble receiving UHF paging alerts to emergency calls, including dropped and inaudible calls and

WHEREAS the Department of Emergency Response and Communications has been able to recreate the problems experienced by first responders and has worked to develop a solution to the causes of the dropped and missed emergency paging calls and

WHEREAS the solution to the problems of dropped and inaudible calls is a re-configuration of the current paging bases and the purchase and installation of one additional UHF paging base and

WHEREAS the County currently pays rent to a tower company for space for one paging base and the County is desirous of ending rental payments to save money and

WHEREAS the goal of fixing the UHF paying system problems coincide with the county's goal of saving costs related to tower rental payments, THEREFORE BE IT

RESOLVED that the County authorizes the Director of Emergency Response and Communications to end the current contract with Crown Castle for rental of space at its Locust Avenue Tower as soon as it is feasible and within the terms of the current contract, and BE IT FURTHER

RESOLVED that one UHF paging base and its related equipment will be moved and installed at the County's Public Safety Building rent free and also BE IT FURTHER

RESOLVED that the County will install one new paging base and its related equipment at the Cortlandville Water Tower located at Blue Creek Road, rent free and also BE IT FURTHER

RESOLVED that the 2013 County Budget is hereby amended as follows to accomplish these separate but related goals

Decrease:	Contingency Account	A1990-54775	\$30,000.00
Increase:			
Expenses:		A30205-52015	\$30,000.00

AGENDA ITEM NO. 24 – Authorize Agreements - County Coroners/Various Physicians

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Whitney, Legislative District 13
SECONDER:	Sandra Price, Legislative District 19
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF WHITNEY

RESOLUTION NO. 301-13

Authorize Agreements - County Coroners/Various Physicians

WHEREAS, at times, the Cortland County Coroners require that autopsies be performed on deceased individuals, AND

WHEREAS, the County of Cortland is desirous of obtaining autopsy and forensic laboratory services and related professional services from the following physicians, AND

WHEREAS, Our Lady of Lourdes Memorial Hospital, Inc. has declined to sign a contract which includes the autopsy services of said physicians, thus requiring a contract with each physician, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of this Legislature be and hereby is authorized and directed to enter into an agreement, upon approval of the County Attorney, with the following physicians to perform autopsy services for a term beginning Dec. 31, 2013 and expiring Dec. 31, 2014.

EMP Physicians of Cortland County
4535 Dressler Road NW
Canton, Ohio

Robin Eastman-Abaya, MD
169 Riverside Drive
Binghamton, NY 13902

Michael Zur, MD
169 Riverside Drive
Binghamton, NY 13902

Kazuko Nitta, MD
169 Riverside Drive
Binghamton, NY 13902

James Terzian, MD
169 Riverside Drive

Binghamton, NY 13902

Zarina Hernandez-Shipplie, MD
169 Riverside Drive
Binghamton, NY 13902

AGENDA ITEM NO. 25 – Authorize Policy Exemption When Acting in Required Official Capacity as County Employee (Sheriff's Department)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Whitney, Legislative District 13
SECONDER:	Sandra Price, Legislative District 19
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF WHITNEY

RESOLUTION NO. 302-13

Authorize Policy Exemption When Acting in Required Official Capacity as County Employee (Sheriff's Department)

WHEREAS, the Cortland County Legislature is the Legislative body that adopts various policies for County government, AND

WHEREAS, certain employees, in their official capacity as public officers, are required by the nature of their positions to act in conflict with the duly adopted county policies, NOW, THEREFORE BE IT

RESOLVED, that employees of the Sheriff's Department, Probation Department, and Information Technology Department are hereby excluded from portions of County policies when acting in their official capacity, when said policy conflicts with the execution of their required duties, AND BE IT FURTHER

RESOLVED, that in those instances of conflict, said employees shall adhere to the internal policies established by their department, AND BE IT FURTHER

RESOLVED, that they County shall include language in future policies and policy amendments to accommodate for said conflicts.

AGENDA ITEM NO. 26 – Authorize Agreement - Interoperable Communications Audit/Bonadio Group

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Anthony Pace, Legislative District 7
SECONDER:	John Natoli, Legislative District 8
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PACE**RESOLUTION NO. 303-13****Authorize Agreement - Interoperable Communications Audit/Bonadio Group**

WHEREAS, Cortland County has implemented a new Interoperable Communications System as mandated by the Federal Communications Commission, AND

WHEREAS, the County was required to adhere to specific and substantial requirements as part of the installation of the project and for the collection and administration of grant funds and procurement policies, AND

WHEREAS, the Bonadio Group has provided a proposal to conduct an audit of the program to ensure the County has adhered to all requirements, NOW, THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature, upon approval of the County Attorney, is hereby authorized and directed to sign a contract with the Bonadio Group to execute an audit on the Interoperable Communications System, at a cost not to exceed \$6,000, and to be paid out of account H-03-3020-54055-1682

AGENDA ITEM NO. 27 – Adopt Policy Cortland County Policies and Procedures for NYSDHSES Grant Administration Information Technology

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Kevin Whitney, Legislative District 13
SECONDER:	David Fuller, Legislative District 17
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF WHITNEY**RESOLUTION NO. 304-13****Adopt Policy Cortland County Policies and Procedures for NYSDHSES Grant Administration Information Technology**

WHEREAS, Cortland County receives grants from the New York State Department of Homeland Security and Emergency Services (NYSDHSES) AND

WHEREAS, NYSDHSES requires the County to have written policies and procedures for applying for and administering those grants NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County adopt the policy “Cortland County Policies and Procedures for NYSDHSES Grant Administration” for NYSDHSES grant administration.

Building & Grounds Committee Update

Budget & Finance Committee Update

Mr. Pace said budget workshops are on-going, with the final meeting to be held Monday, Nov. 25 at 1 p.m. The public hearing for the budget is scheduled for Dec. 5 at 6 p.m. in the County Auditorium, and the Legislature will vote on the budget at a special meeting Dec. 12.

Ms. Price said she believes the Legislature needs to accept and adopt the Budget & Finance Committee's recommended changes prior to the public hearing. Mr. Purser said this is not required. Mr. Murphy said he will provide guidance to legislators regarding the budget adoption process.

Mr. Boylan said that a public hearing and adoption of a Local Law exceeding the tax cap will be adopted at the Dec. 12 meeting.

Mr. Murphy said the Budget & Finance Committee had requested that the Little York Pavilion be included in the annual Venesky Space Allocation report. He said Venesky & Company has agreed to include this space in the annual report at no additional cost.

AGENDA ITEM NO. 28 – Declare Surplus Property - 49 Grant Street (Horizon House)

Mr. Purser said this resolution is declaring there is no public use for the property, and that the Legislature has discussed housing some Highway Department employees on this site during spring renovations to Highway buildings, and that would constitute a public use. He said declaring the property surplus may also result in the city and school district attempting to assess property taxes on the property. Mr. Pace pulled the resolution and said the Budget & Finance Committee will review this again next month. Ms. Briggs said that the proposed appraisal cost of "not to exceed" \$5,000 is too high and should be reduced if the resolution comes back to the Legislature.

RESULT: PULLED

Next: 12/12/2013 1:00 PM

AGENDA ITEM NO. 29 – Apportionment of Mortgage Tax County Treasurer

RESULT: ADOPTED [UNANIMOUS]

MOVER: Anthony Pace, Legislative District 7

SECONDER: Sandra Price, Legislative District 19

AYES: Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner

ABSENT: Danny G. Ross

EXCUSED: Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PACE

RESOLUTION NO. 305-13

Apportionment of Mortgage Tax County Treasurer

RESOLVED, that the apportionment of the current mortgage tax monies between the towns of Cortlandville, Homer, Marathon and the villages therein, as submitted by the Budget & Finance Committee, be approved, AND BE IT FURTHER

RESOLVED, that the County Treasurer be and hereby is authorized to make apportioned payments (based on the taxable assessed value) to each of the named tax districts within the County of Cortland of mortgage tax monies as shown below:

April 1 - September 30, 2013

Cortlandville

Village of McGraw	\$ 1,715.23
Village of Homer	\$ 266.59
Town of Cortlandville	<u>\$ 73,917.75</u>
	\$ 75,899.57

Homer

Village of Homer	\$ 7,906.39
Town of Homer	<u>\$ 28,668.28</u>
	\$ 36,574.67

Marathon

Village of Marathon	\$ 1,433.20
Town of Marathon	<u>\$ 6,282.14</u>
	\$ 7,715.34

AGENDA ITEM NO. 30 – Designate Tourism Promotion Agency Cortland County Convention and Visitors Bureau

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Anthony Pace, Legislative District 7
SECONDER:	Susan Briggs, Legislative District 14
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PACE

RESOLUTION NO. 306-13

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Designate Tourism Promotion Agency Cortland County Convention and Visitors Bureau

WHEREAS, the New York State Division of Tourism's Matching Grant Program is designated to encourage tourism promotion throughout New York and adjacent states, AND

WHEREAS, the Cortland County Convention and Visitors Bureau Inc., a non-profit organization, promoting Cortland County as a tourism destination, qualifies as the official Tourism Promotion Agency for Cortland County, AND

WHEREAS, the Cortland County Convention and Visitors Bureau has requested to be designated the Tourism Promotion Agency for Cortland County in 2014, NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County Convention and Visitors Bureau, Inc. is hereby designated by the Cortland County Legislature to make application for and receive grants on behalf of the County pursuant to the New York State Tourism Promotion Act.

AGENDA ITEM NO. 31 – Adopt Local Law - Mortgage Recording Tax

Mr. Boylan explained the Home Rule Request process, and said that adoption of this Local Law is the final step to implementing and extending the current Mortgage Tax. There is no increase in the existing tax.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Anthony Pace, Legislative District 7
SECONDER:	Sandra Price, Legislative District 19
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PACE

RESOLUTION NO. 307-13

Adopt Local Law - Mortgage Recording Tax

WHEREAS, the New York State Legislature has amended New York State Tax Law §253-v, (L 2013, Chapter 130), authoring Cortland County, acting through its local legislative body, to adopt and amend local laws imposing in Cortland County a mortgage recording tax expiring December 1, 2015; and

WHEREAS, the mortgage recording tax previously authorized by Cortland County Local Law No. 3 for the year 2011 expires December 1, 2013, and the Cortland County Legislature wishes to continue the imposition of the mortgage recording tax as permitted by Tax Law §253-v;

NOW THEREFORE,

Local Law No. 3 for the year 2011 is hereby amended to read as follows:

Section 1

For the period beginning December 1, 2013 and ending December 1, 2015, there is hereby imposed, in the County of Cortland, a tax of \$0.25 for each \$100.00, and each remaining fraction thereof of principal debt or obligation which is or under any contingency may be secured at the date of execution thereof, or at any time thereafter, by a mortgage on real property situated within the County of Cortland and recorded on or after December 1, 2013, and a tax of \$0.25 on such mortgage if the principal debt or obligation which is or by any contingency may be secured by such mortgage is less than \$100.00.

Section 7

This Local Law shall take effect December 1, 2013. A certified copy of this Local Law shall be mailed to the Commissioner of Taxation and Finance at the Commissioner's Office in Albany, New York at least 30 days prior to the date this Local Law shall take effect. Certified copies of this Local Law shall be filed with the Cortland County Clerk, the Secretary of State and State Comptroller within five days after the Local Law is enacted.

AGENDA ITEM NO. 32 – Authorize Agreement (MUNIS)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Anthony Pace, Legislative District 7
SECONDER:	John R Troy, Legislative District 1
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PACE

RESOLUTION NO. 308-13

Authorize Agreement (MUNIS)

WHEREAS, the Contractual Agreement with Tyler Technologies/MUNIS for County wide financial software used in various County Departments will expire on December 31st, 2013
AND

WHEREAS, a new Contractual Agreement with Tyler Technologies/MUNIS has been received for the period 12/31/2013 thru 12/31/2014 totaling \$34,897.47 to be paid from account A1680-1680-5-4004-00

NOW, THEREFORE BE IT,

RESOLVED, that the Chairman of the Cortland County Legislature be and hereby is authorized to sign an agreement on behalf of the Cortland County Information Technology Department, upon the approval of the County Attorney.

AGENDA ITEM NO. 33 – Amend 2013 Budget County Attorney Assigned Counsel / Professional Services

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Anthony Pace, Legislative District 7
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PACE

RESOLUTION NO. 309-13

Amend 2013 Budget County Attorney Assigned Counsel / Professional Services

WHEREAS, the Cortland County Legislature has set forth funds in the 2013 County budget for the payment of legal fees submitted by attorneys that are appointed to represent indigent defendants, AND

WHEREAS, the appropriated funds set forth in the Professional Services line of the County Attorney's Office 2013 budget has been expended, it is necessary to appropriate additional funds for the fiscal year 2013, NOW, THEREFORE, BE IT

RESOLVED, that the 2013 County Budget be and hereby is amended as follows:

Increase:

Expenses:

A1420.54055	Professional Services	\$125,000.00
A359900	Appropriate Fund Balance	\$125,000.00

AGENDA ITEM NO. 34 – Resolution Advocating New York State to Increase Funding for Public Transportation and Allow for Local Distribution of Department of Health Transportation Funds

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Park, Chair, Legislative District 11
SECONDER:	Richard Bushnell, Legislative District 5
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PARK

RESOLUTION NO. 310-13

Resolution Advocating New York State to Increase Funding for Public Transportation and Allow for Local Distribution of Department of Health Transportation Funds

WHEREAS, Public transit is the key to independence for many, to individual health and to a healthier, cleaner community, and can contribute to a more robust economy, while the most vulnerable population relies on public transportation for their health and quality of life, AND

WHEREAS, more than 181,000 rides per year are provided to Cortland county residents through First Transit which offers a clean, friendly and safe atmosphere for the most vulnerable populations in Cortland County, AND

WHEREAS, for more than 20 years the New York State Department of Health has provided funds to the Department of Social Services to provide the essential service of providing for and arranging for non-emergency Medicaid transportation services for medical appointments, AND

WHEREAS, the Department of Social Services contracted with First Transit, Inc. for said transportation services which included a State approved method of paying a share of costs for operating public transportation to benefit all Medicaid recipients using the system to get to medical appointments, , AND

WHEREAS, in 2010, the State Department of Health was given statutory authority under 365-h of Social Services Law to assume the administrative management of non-emergency transportation from counties and has since mandated that a private Medicaid brokerage system be implemented, which began in Cortland County October 1, 2013, AND

WHEREAS, Medical Answering Services (MAS) from Syracuse was awarded the state contract and rides that would have been previously assigned to the public transit were switched to taxis and ambulette/ambulance providers, many from outside the county, AND

WHEREAS, the intent of the NYS Dept. of Health take over granted by 365-h was to reduce Medicaid costs and payments, but without public transportation available in Cortland County Medicaid recipients in need of non-emergency transportation services will no longer be able to pay for their own trips to medical appointments using the public system, AND

WHEREAS, Medicaid eligible riders will be will be forced to seek approval for taxi transportation from the State which will increase the overall costs of non-emergency transportation paid for by Medicaid, AND WHEREAS, the elimination of Medicaid funding to support the portion of ridership attributed to Medicaid recipients using public transportation has dramatically impacted the public transit system in Cortland County, and as a result Cortland County may be facing a total loss of public transit in the county by the end of 2013, NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby opposes this mandate to work with an out-of-county brokerage firm, thus indirectly jeopardizing the public transit system that has benefitted County residents for the last 20 years, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature requests that NYS pay a fair share of public transportation to support the general Medicaid ridership that relies on the system to independently get to their medical appointments, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature calls upon our state representatives to act on behalf of those in need here in Cortland County to assist in saving the public transit system by repealing the mandated brokerage service and allowing local control over non-emergency Medicaid transportation, AND BE IT FURTHER

RESOLVED, that a copy of this resolution be sent to Governor Andrew Cuomo, the NYS Association of Counties, State Senator James Seward, Assembly Speaker Sheldon Silver, and Assembly persons Barbara Lifton, Gary Finch, and Brian Kolb, and counties throughout NYS that are facing similar problems providing public transportation due to yet another NYS mandate.

AGENDA ITEM NO. 35 – Set Public Hearing Date for Tentative 2014 Budget

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Park, Chair, Legislative District 11
SECONDER:	John R Troy, Legislative District 1
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

ON MOTION OF PARK

RESOLUTION NO. 311-13

Set Public Hearing Date for Tentative 2014 Budget

WHEREAS, the Cortland County Administrator (Budget Officer) for the County of Cortland land prepared and filed with the Cortland County Legislature a Tentative Budget for the fiscal year commencing January 1, 2014 and ending December 31, 2014, and the Budget & Finance Committee has recommended changes to said budget, NOW, THEREFORE, BE IT

RESOLVED, that a Public Hearing upon the 2014 Tentative Budget be held on December 5, 2013, at 6:00 p.m. in the Cortland County Auditorium, Cortland County Office Building, 60 Central Avenue, Cortland, New York, 13045 and that the Clerk of the Legislature properly advertise said meeting in the county's designated newspaper.

Executive Session

Ms. Price mad a motion to hold an Executive Session to discuss personnel issues and contract negotiations. Second by Mr. Troy. All members voting in favor; none opposed. The motion was approved.

1. Motion to Authorize Letter of Intent

Mr. Bushnell made a motion that the Chairman is authorized to enter into a letter of intent to negotiate terms for the transfer of Hospice services with Hospicare of Ithaca. Second by Mr. Troy. All members voting in favor; none opposed. The motion was approved.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Richard Bushnell, Legislative District 5
SECONDER:	John R Troy, Legislative District 1
AYES:	Troy, Parker, Hartnett, Bushnell, Spaulding, Pace, Natoli, Wheelock, Park, Whitney, Briggs, Boyden, Fuller, Price, Wagner
ABSENT:	Danny G. Ross
EXCUSED:	Amy Cobb, Newell Willcox Jr., Kathie Arnold

Announcements

Adjourn

Petition Against Any Cuts in Senior Centers in Cortland County

3.a

We the taxpayers of Cortland County are against any cuts in the county senior center.

The Scott Seniors look forward to continuing services for five days a week. Some of the seniors in Scott are over 90 years old, and traveling any further than their hometown would be a hardship.

There are other places and items within the county budget that can be cut, rather than cutting this essential service to seniors.

Name

Address

Barbara I. Coon	5714 265 "H" T 1047	Homer N.Y.
Rev. Jim A. Lukome	Scott UMC	
Dan / Ellen Boye	6883 RT. 411 Scott T	
Sally Allen	7392 FAIRHAVEN RD	
Therese Allen (POA)	7392 FAIRHAVEN RD	
Betty St Peter	455 Hewett Rd HOMER, N.Y.	
Betty Rood	1169 Long Rd Homer, N.Y.	13077
Cynthia S. Matijis	7346 Fair Haven Rd. Homer,	
Joyce Bennett	Scott UMC	
C. D. D.	7285 GLEN HAVEN RD. HOMER,	
Roger Tinker	6828 Grout Brook Rd Homer,	
Samuel R. Carlew	6809 Glen Haven Rd, Homer	
Carlew Carlew	6809 Glen Haven Rd Homer	
Lerna Tinker	6828 Grout Bk. Rd.	
Robert. Kemp	7464 NYS Rte 41 Homer,	
John J. J.	6913 Glen Haven Hous	
Diane Weedy	7042 N Glen Haven Rd Homer	
JACK BRIGGS	6997 Glen Haven Rd Homer NY 13077	

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Petition Against Any Cuts in Senior Centers in Cortland County

3.a

We the taxpayers of Cortland County are against any cuts in the county senior center.

The Scott Seniors look forward to continuing services for five days a week. Some of the seniors in Scott are over 90 years old, and traveling any further than their hometown would be a hardship.

There are other places and items within the county budget that can be cut, rather than cutting this essential service to seniors.

Name

Address

Jimmy A. Root	6701 Rt #41 Homer, N.Y. 13077
Andrew Roy Triller	6808 State Route 41 Homer NY 13077
CATHY BARBER	7013 Rt 41 Home-Ly 13
Kim [unclear]	824 [unclear]
Debra Harris	5812 Hamlin St Cortland
Don Dunn	6192 Country Lane - Home
Bill Makajon	6192 " " "
Shirley Roll	2477 N.Y. S Rt 41/16
Joe B. Hall	2477 N.Y. S Rt 41/16
Dorothy B. Coon	6811 N.Y.S. Rt 41 Home
Marion A. Fuller	6197 Sunnyside Dr. Homer
Edna J. Puffer	6197 Sunnyside Dr. Homer
Al [unclear]	83 N. Main St Cortland, NY
Carol [unclear]	2408 Main/Beck Rd Troy NY
Ward H. Linnell	473 Hewitt Rd Homer N.Y.
Pat [unclear]	3441 Main/Beck Rd Stillwell Rd [unclear]

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Petition Against Any Cuts in Senior Centers in Cortland County

3.a

We the taxpayers of Cortland County are against any cuts in the county senior center.

The Scott Seniors look forward to continuing services for five days a week. Some of the seniors in Scott are over 90 years old, and traveling any further than their hometown would be a hardship.

There are other places and items within the county budget that can be cut, rather than cutting this essential service to seniors.

Name

Address

Donny Clark	2028 SCODE DR. CORX.
Jeff C. Stockton	41 Hubbard Street Cort.
Ralph E. Tuttle	12 Wake St. Homer Bk
Rosemary H. Vail	22 SQUIRES ST Cortland
Vanessa Snyder	6 Copland St Homer Bk
Karen McEvoy	209 S. Main St. Homer Bk
Doug Fenwick	5507 Houghton Hill Rd.
John F. McCluckie	11 Samsan St. Cortland
Holly O'Andrews	6634 Grout Brook Scott
Pat Davis	5112 Brown Rd Tinton
Pat	5326 Scott Rd Homer
Franka Sweeney	23 Hickory PK Cortland
Jim Kotas	2650 State Route B Cortland
Mike Malachuk	4706 McDonald Rd. Homer
Shane O'Donnell	3819 Valley View Dr. Cort
Deloris Taylor	13 S Fulton St Homer NY
Carie Scott	6841 Glen Homer Rd Homer
	6 Lebanon Dr. Ct. 3045
	4359 Sweeney Rd - O

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Petition Against Any Cuts in Senior Centers in Cortland County

3.a

We the taxpayers of Cortland County are against any cuts in the county senior center.

The Scott Seniors look forward to continuing services for five days a week. Some of the seniors in Scott are over 90 years old, and traveling any further than their hometown would be a hardship.

There are other places and items within the county budget that can be cut, rather than cutting this essential service to seniors.

Name

Address

Maryann Robinson

935 Blue Creek Rd, Cortland, NY

Lorena Taft

4408 N. Homer Ave. Cortland

Melissa Gardner

4408 N. Homer Ave Cortland

Jim Lynett

4000 Elmwood CENCTUAL

Jim Lynch

6. S. Fulton St Homer

DAVID AKSTEIZOWICZ

92 CAYUGA ST. HOMER, NY

MICHAEL A. COON

6517 GLEN HAVEN RD. SCOTT, NY

Nikki Williams

5214 LISBELL Homer NY

Bert Meyer

3744 Westside Cort

Mike Kopley

16 JOHN ST. HOMER

KEN COTTOM

35 N WEST ST HOMER

Tim Mayson

4 Burgett Dr Homer, NY

Carl Little

4408 N. Homer Ave Cort

Bob Pro

6860 Sawney Hill Rd.

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Petition Against Any Cuts in Senior Centers in Cortland County

3.a

We the taxpayers of Cortland County are against any cuts in the county senior center.

The Scott Seniors look forward to continuing services for five days a week. Some of the seniors in Scott are over 90 years old, and traveling any further than their hometown would be a hardship.

There are other places and items within the county budget that can be cut, rather than cutting this essential service to seniors.

Name

Address

Kaye Potter Kaye Potter
Dad Potter
Gwen Strain
Lathay Wickwire
Cere Robinson

Houghton Hill, Homer
" " "
Lieldcrest Dr. Cutler
Cosmos Hill, Cortland
West Scott Rd. Homer, N.Y.

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Petition Against Any Cuts in Senior Centers in Cortland County

3.a

We the taxpayers of Cortland County are against any cuts in the county senior center.

The Scott Seniors look forward to continuing services for five days a week. Some of the seniors in Scott are over 90 years old, and traveling any further than their hometown would be a hardship.

There are other places and items within the county budget that can be cut, rather than cutting this essential service to seniors.

Name

Address

Korena J. Bosard
KORENA BOSARD

"Indigo Food & Fuel"
58 Hamlin St, Cortland

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Petition Against Any Cuts in Senior Centers in Cortland County

3.a

We the taxpayers of Cortland County are against any cuts in the county senior center.

The Scott Seniors look forward to continuing services for five days a week. Some of the seniors in Scott are over 90 years old, and traveling any further than their hometown would be a hardship.

There are other places and items within the county budget that can be cut, rather than cutting this essential service to seniors.

Name

Address

Debra Zella
Nancy S. Rusin
William A. Petroske

5231 Angel Rd. Truxton
3711 Westvale Drive, Cort
2643 E. Homer Rd. Cortland

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Petition Against Any Cuts in Senior Centers in Cortland County

3.a

We the taxpayers of Cortland County are against any cuts in the county senior center.

The Scott Seniors look forward to continuing services for five days a week. Some of the seniors in Scott are over 90 years old, and traveling any further than their hometown would be a hardship.

There are other places and items within the county budget that can be cut, rather than cutting this essential service to seniors.

Name

Address

Dana Brown	93 Brown Hill Rd, Homer
W. O. O. O.	7217 Coldbrook Rd
Dorcas Brinall	473 Hewitt Rd
Lucille Hegood	6304 W Scott Rd

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 278-13

Authorize Agreement Health Department/Hospice (Auditor)

WHEREAS, Caring Community Hospice of Cortland, a division of the Cortland County Health Department, is required to complete a comprehensive annual Medicare Cost Report, AND

WHEREAS, Hospice will contract with Caryn Hughes, financial analyst specializing in Hospice Cost Report preparation to compile and analyze data to complete a cost report for a fee not to exceed \$2000 maximum, AND

WHEREAS, monies for the above service are budgeted in expenditure account A40485.54055, AND

WHEREAS, the term for this agreement is December 31, 2013 through December 31, 2014, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature and the Public Health Director or designee, upon review and approval by the County Attorney, are hereby authorized to sign an agreement for provision of such service.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 279-13

Authorize Agreement - Area Agency on Aging (Hopko Designs)

WHEREAS, the Cortland County Area Agency on Aging wishes to enter into a contract with Hopko Designs for the creation and design of a website for the Agency in an amount not to exceed \$3,500.00, AND

WHEREAS, the funds for this project are part of the Systems Integrations grant, which was previously approved and appropriated by this Legislature, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval by the County Attorney and subject to any appropriation of funding by the Legislature, be and hereby is authorized to execute said agreement.

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 280-13**Appoint Members Community Services Board Mental Health**

WHEREAS, the By-Laws of the Cortland County Community Services Board, Article 3, Section 1 states that membership of the organization shall consist of fifteen (15) members appointed by the Cortland County Legislature, AND

WHEREAS, the term of each member of the Board shall be four (4) years except for vacancies for unexpired terms, AND

WHEREAS there are currently two vacancies due to the resignation(s) of Polly Cator MD, and Mary McGory whose terms are set to expire on 12/31/15, NOW, THEREFORE BE IT

RESOLVED, that the following appointments be made:

NAME/ADDRESSTERM

Elaine Lambert
5557 Route 41
Homer, NY 13077

12/1/2013 - 12/31/2015 (remainder of Mary McGory Term)

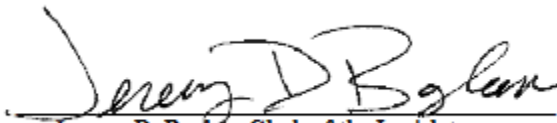
Christopher Driscoll
4979 Lincklaen Road
Cuyler, NY 13150

12/1/2013 - 12/31/2015 (remainder of Polly Cator MD. Term)

**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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 281-13**Amend Budget - Area Agency on Aging (Title VII Long Term Care Ombudsman Program)**

WHEREAS, the New York State Office for the Aging has allocated additional funds in the amount of \$2,661.00 for the Title VII Long Term Care Ombudsman Program for the period January 1, 2013 through December 31, 2013, AND

WHEREAS, \$1,491.00 of these funds are in the 2013 County Budget in Account A67725-51005 4330 (Personal Services), NOW, THEREFORE, BE IT

RESOLVED, that the 2013 County Budget be and hereby is amended as follows:

Increase:

Expenses:

A67725-52060 4334	Computer Equipment	+\$590.00
A67725-54001 4334	Printing	+\$120.00
A67725-54004 4334	Computer Software	+\$260.00
A67725-54005 4334	Office Supplies	+\$200.00

Revenues:

A677244-43772 4334	Federal Aid - Title VII	+\$1,170.00
--------------------	-------------------------	-------------

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 282-13

Authorize Agreements - Various Agencies/Departments Mental Health

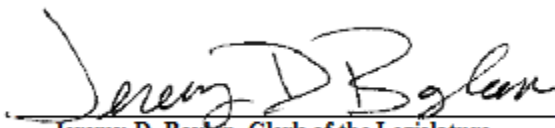
RESOLVED, that the Chairman of the Cortland County Legislature, upon review and approval by the County Attorney, and subject to appropriation of funding by the Legislature, is hereby authorized to execute agreements beginning Dec. 31, 2013 for or with the following:

Ability Network, Inc.
 Abel Screening Inc.
 Accumedic
 ASI of Cortland, LLC
 Bonadio Group
 Catholic Charities of Cortland County
 Cortland Enlarged City School District
 Cortland Regional Medical Center
 Cortland County Department of Social Services
 Docutrac
 Empire Interpreting Service
 Family Counseling Services of Cortland County, Inc.
 Franziska Racker Centers, Inc.
 Kinney Management Services
 J.M. Murray
 Madison-Cortland ARC
 Mental Health Association
 New York State Conference of Local Mental Hygiene Directors, Inc.
 New York State Office of Mental Health
 Sentry Alarms
 Sweeney's Pest Control

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 2nd day of January, 0001 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 2nd day of January, 0001.


 Jeremy D. Boylan, Clerk of the Legislature
 Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 283-13

Contract Extension Approval for Attorney Olsen-Tjensvold

WHEREAS, Cortland County Department of Social Services is desirous of extending a contract with Ingrid Olsen-Tjensvold, Esq. for child welfare legal representation services due to unforeseen case circumstances, AND

WHEREAS, said contract was approved by the Legislature in Resolution #235-13, AND

WHEREAS, the additional funding of up to \$2,000 needed for the extension of this Agreement is provided through the Professional Services Account A60105.54055, NOW, THEREFORE, BE IT

RESOLVED, the Chairman of the County Legislature, upon review and approval by the County Attorney and subject to appropriation of funding by the Legislature, be and hereby is authorized to sign a letter of extension to run through March 31, 2014 to the Agreement for the time period of September 1, 2013 through December 31, 2013 with Ingrid Olsen-Tjensvold, Esq.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 284-13

Award Proposal/Authorize Agreement Health Department/Nursing Division (EMR/EHR - Community Computer Service Inc., MEDENT®)

WHEREAS, the Cortland County Health Department is in need of an Electronic Medical Records and a Medical Practice Management Software System which will enable us to keep up to date and accurate electronic medical records and to ensure the efficient and accurate billing for immunizations and other public health activities, AND

WHEREAS, proposals were solicited from known vendors, AND

WHEREAS, the following proposals were received:

1. Community Computer Service, Inc. (CCS)

15 Hulbert Street

Auburn, New York 13021

Purchase Price: \$45,347

On-going monthly maintenance fee: \$515

(Annual Cost of \$6,180)

Total Initial Cost with annual maintenance: \$51,527

2. SuiteMed

333 Hegenberger Road, Suite 800

Oakland, CA 94621

Purchase Price: \$26,339

On-going monthly maintenance fee: \$380 (plus fee for billing \$400 -\$1000)

(Annual Cost of \$9,360-\$16,560)

Total Initial Cost with annual maintenance: \$35,699-\$42,899

3. NextGen

795 Horsham Road

Horsham, PA 19044

Purchase Price: \$52,584

On-going monthly maintenance fee: \$653.99

(Annual Cost of \$7,847.88)

Total Initial Cost with annual maintenance: \$60,431.88

AND

WHEREAS, the proposals were studied and analyzed by Information Technology and the Health Committee of this Legislature, AND

WHEREAS, it has been determined that a contract with Community Computer Service, Inc., a New York Corporation, which has an non-exclusive, non-transferable license to use the MEDENT® Practice Management and Electronic Medical Records System will provide the electronic health records system that best fits the needs of the Health Department, AND

WHEREAS, the agreement will be in effect from the date hereof until terminated by the Licensee or by CCS as provided herein, NOW THEREFORE BE IT,

RESOLVED, that the agreement for the practice management and electronic medical records system be awarded to Community Computer Service, Inc. AND BE IT FURTHER

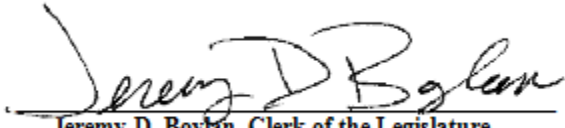
RESOLVED, that the Cortland County Health Department is authorized to enter into an agreement for the purchase of said practice management and electronic medical records system software for purchase price of \$45,347; \$40,000 of which will be received from NYS Department of Health Grant, and for the on-going monthly maintenance with Community Computer Service, Inc. at the rate of \$515 per month, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature and the Public Health Director, or designee, upon review and approval by the County Attorney, are authorized and directed to sign an agreement with Community Computer Service, Inc, P.O. Box 980, 15 Hulbert Street, Auburn, New York.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

SECTION 1.

Summary of Proposed MEDENT® Project Costs – Page 1

Please Note: With MEDENT® All electronic claims are included and submitted free of charge (no per doctor monthly fee or per claim fee).

Please Note: With MEDENT® EMR/EHR Electronic Medical Record/Electronic Health Record System the MEDENT® Advanced Drug Information & E-Prescribing Subscription Interface is required.

System Support:

Hardware - No charge for the first three months. After the three months it will be \$155.00 per month for hardware maintenance on equipment purchased in this proposal and phone support for hardware, remote connectivity, and interface to the Linux Server and operating system. The IBM CPU has a warranty and this has been factored into the price. Hardware maintenance coverage does not include any existing equipment, nor does it cover damage to PCs caused by Internet viruses.

MEDENT® Remote Online Backup Service

- No charge for the first three months. After the three months, it will be \$60.00 per month based on the proposed MEDENT® License. The above monthly charge is based on the number of MEDENT® Licenses proposed. See Remote Online Backup Service Note in Section 2

Software - No charge for the first three months. After the three months, the monthly software support charges will be:

MEDENT® Practice Management System	\$95.00
Office Appointments (Scheduling)	20.00
Electronic Posting	10.00
Integrated Letters	10.00
"In-Office" E-Mail	10.00
Data Export	10.00
MEDENT® EMR/EHR	95.00
Imaging	20.00
Faxing	15.00
Monthly Software Support Total:	\$285.00

Subscription/Support:

Subscription/Support - The monthly software subscription/support charge for "Advanced Drug Information & E-Prescribing Interface" will be \$15.00 per prescribing provider. This software subscription/support charge is required for each prescribing provider in the practice.

Breakout of Costs:

Networked/Graphical Workstation

9 Workstations Total

- 1 NEW Faxing MiniTower Cache Server/PC,
- 5 Existing PCs (client provided/supported)
- 3 Existing Laptops (client provided/supported)

(Please See Existing Workstation Requirements Note below for required existing specifications)



155
285
440 x 12 = 5280

SECTION 1.

Summary of Proposed MEDENT® Project Costs – Page 2

	Price
MEDENT® Software	
MEDENT® Practice Management System Accounts Receivable Software	\$ 6,900.00
10 User/Workstation License	
One Directory/One Tax ID Number/One Location	
The number of workstations on your system allows for (1) more workstation to be connected under the number of MEDENT® licenses quoted. Any further workstation connections will require MEDENT® licensing expansion.	
MEDENT® Office Appointments Software	1,295.00
MEDENT® Electronic Posting of Insurance Payments Module	1,295.00
MEDENT® Integrated Letters Module	895.00
MEDENT® "In-Office" E-Mail Module	895.00
10 User/Workstation License	
The number of workstations on your system allows for (1) more workstation to be connected under the number of MEDENT® licenses quoted. Any further workstation connections will require MEDENT® licensing expansion.	
MEDENT® Insurance Card Scan-In Module (for 1-5 scanning units)	495.00
(Scanner(s) Required and Quoted Below)	
When the number of insurance card scanning units exceeds five, a license expansion for this module will be required. The Scan-In Module license expansion will be \$400.00.	
Please refer to MEDENT® Insurance Card Scan-In Module Note	
MEDENT® HIPAA Digital Signature Module (for 1-5 signature capture pads)	495.00
(Signature Capture Pads(s) Required and Quoted Below)	
When the number of signature capture pads exceeds five, a license expansion for this module will be required. The Digital Signature Module license expansion will be \$400.00.	
MEDENT® Data Export Module (<i>Export immunization data to the State Registries</i>)	495.00
MEDENT® EMR/EHR Electronic Medical Record/Electronic Health Record System	6,900.00
10 User/Workstation License	
The number of workstations on your system allows for (1) more workstation to be connected under the number of MEDENT® licenses quoted. Any further workstation connections will require MEDENT® licensing expansion.	
MEDENT® Imaging Module for scanning and In-Bound Faxing	1,895.00
MEDENT® Fax Module for Out-Bound/Inbound Faxing	1,895.00
This includes VisiFax software license for one Admin/Cache Server and up to four modems (Modems Required and Quoted Below)	
On-Site and Internet based Software Setup, Consultation, Training:	6,650.00
70 Hours @ \$95.00 per hour	
This is an estimate for general software setup/consultation/training for the MEDENT® System. If more hours are required; they will be billed at \$95.00 per hour. FOR more training & conversion information, refer to <u>Section 2.</u>	

22455

29,105



SECTION 1.

Summary of Proposed MEDENT® Project Costs – Page 3

	Price
MEDENT® Server	
Linux Network Operating System CentOS 6	No Charge
1 IBM xSeries 3300 M4 Server	4,795.00
Model 7382-ECU – Stealth Black Color	
(1) 2.4 GHz Six Core Intel Zeon Processor, DVD-ROM	
Configured as a RAID 1 Redundant Server	
Provides maximum data security	
Provides enhanced hard disk performance	
96GB DDR3 Memory (<i>allows for ram caching</i>)	
(2) 600GB SAS 2.5" Self Encrypting Drives	
Total available disk space after RAID 1 configuration is 600GB	
M1100 MegaRaid SaveStore Software Included	
Includes Redundant Power Supply	
1 Server Color Monitor 17"	145.00
1 SMART-UPS Model SMT750 Uninterruptible Power Supply includes communication software for enhanced network shutdown and control, allows power quality event log, UPS self test.	295.00
MEDENT® Remote Online Backup Service	
(1) NAS- i3-2T (Network Attached Storage) Appliance	695.00
Equipment - NEW PC Workstation Requirements	
1 HP 1810-24G v2 - Switch - managed - 24 x 10/100/1000 + 2 x Gigabit SFP	345.00
Provides filtered network traffic control to insure an optimum network environment	
1 Acer VM4620G PC - Stealth Black Color	695.00
Enhanced Business System Faxing Server	
Windows 7 Professional Edition Workstation	
No Monitor Included	
Intel Quad-Core i5 3330 3.00 GHz	
500 GB 7200 hard disk, 8GB DDR3 Memory	
Ethernet 1 GB network card	
Sata DVD - Super Multi Drive	
USB keyboard, USB 3D optical wheel mouse	
Windows 7 Professional Edition 64 bit Operating System	
This Administrative Server/PC workstation is required for Imaging and Faxing. The fax modems will be installed on this PC	
Note: The separate and dedicated phone lines for outbound and inbound faxing should be installed in the same area as this PC.	
This Administrative Server/PC workstation is used for specialized functions. It is not intended for Internet use or with third party software applications.	
2 Port Digi high speed communication board	195.00
Will be installed on Admin. Server for fax modem connection	
2 MultiTech Fax Modems Price \$195.00 each	390.00
Please Note: 2 Dedicated Dial-Up Phone lines are required for In-Bound & Out-Bound Faxing	
1 Acer Wide Screen LCD monitor	195.00
stereo speakers, 23" viewing area - Stealth Black Color	



SECTION 1.

Summary of Proposed MEDENT® Project Costs – Page 4

	Price
<i>Will Utilize Existing Wireless Access Point (client provided/supported)</i>	
Please Note: It will be the responsibility of Cortland County Health Department to provide and support the wireless network from the client provided Pentabets, to the NEW Dedicated MEDENT® Server. All wireless security precaution will be the responsibility of Cortland County Health Department.	
1 ScanShell 800dxn USB Duplex Card Scanner	299.00
Small size, manual feed scanner for insurance card scanning scans both sides simultaneously.	
Please Note: The above Scanner is a consumable piece of equipment, monthly hardware maintenance will not be charged. If this scanner fails to operate a new scanner would need to be purchased. The proposed ScanShell 800DXN USB Card Scanner unit does have a one year manufacturer defect warranty.	
1 Topaz USB Signature Capture Pad	299.00
1 Fujitsu Scanpartner 6130z duplex scanner	995.00
High Performance, 40 PPM Color, Grayscale, & Monochrome	
includes 50 page automatic feeder, no flatbed	
Please Note: The MEDENT® hardware maintenance on the above Scanner does not include replacement of the brake roller. The brake roller is considered a consumable item. If the brake roller requires replacement, the roller will be billed at \$49.99.	
1 Star TSP-800II Thermal Printer (Prescription Printing)	499.00
USB Connection - Must be installed within 3' of Win 7 Pro/XP Pro/2000/VISTA Business PC	
1 Lexmark MS510dn Laser Printer Networked/USB Connection,	695.00
45 PPM, 256 MB Ram (Main System Printer for Billing, Reports, Letters)	
If a Network Connection is utilized: Category 5e or higher data line will need to be run.	
If a USB Connection is utilized: Printer must be installed within 3' of Windows 7	
Pro/Windows VISTA Business PC workstation/ Windows XP Pro PC	
1 Lexmark MS510dn Second Paper Drawer, 550 Sheet Capacity	245.00
Installation	
Installation including System Configuration/Testing Onsite Installation,	4,460.00
Configure Server, Onsite labor to install and interface new and any existing equipment as specified in this quote. Installation of networking software into networked PCs	
NAS appliance setup and installation, including configuration required for Remote Backup Service	
Custom Category 5 Network Patch Cables (from wall to equipment), Custom Category 5 Connectors and Surge Protectors for equipment contained in this proposal.	
All in-wall Custom Category 5 or higher 10base-t Network Cabling is either existing or to be installed by wiring contractor provided and contracted by and at the expense of Cortland County Health Department.	
Your existing Server and existing system printer will continue to run existing software as a stand-alone system for winding down old balances.	
Will attempt to hookup (8) existing Windows workstations. Existing workstations must meet specifications as outlined in <u>Existing Workstation Requirement Note</u>	
Connectivity of all equipment subject to compatibility review.	
	\$45,347.00

Please Note: Applicable sales tax will be added to this system price.



ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 285-13

Authorize Agreements Health Department/Jacobus Center for Reproductive Health (Ahlers, Interpreters, and Consultants)

WHEREAS, the Jacobus Center for Reproductive Health contracts for the following services:

- Ahlers (Statistical, Billing Services and Software Support)
- Language Interpreters
- Medical Records Consultant (Cortland Regional Medical Center Record Consultant)
- B. Jean Edwards (Pharmacy Consultant)
- Other providers as necessary

AND,

WHEREAS, monies for the above services are budgeted in the expenditure account:
A40355.54055 Professional Services, AND,

WHEREAS, the term for all above-referenced contracts is December 31, 2013 through
December 31, 2015, AND

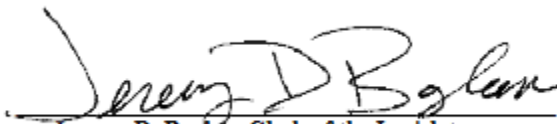
WHEREAS, the term agreements shall include a ninety day extension clause, allowing the
respective agreements to be extended until March 31, 2016 if successor agreements are not
executed by January 1, 2016, NOW, THEREFORE BE IT,

RESOLVED, that the Chairman of the Legislature and the Public Health Director or
Designee of the Cortland County Health Department, upon review and approval by the County
Attorney, be and hereby authorized to sign agreements for the above 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 2nd
day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 286-13

**Authorize Agreement/Accept Funds Health Department Immunization Billing RFA (#
Imm - 2013-01)**

WHEREAS, the New York State Dept. of Health and Health Research, Inc. has awarded the Cortland County Health Dept. \$40,000 to support the purchase of a practice management system, AND

WHEREAS, these funds will be used to enable us to effectively and efficiently bill for immunizations and other public health activities we currently provide, AND

WHEREAS, an amended resolution will be done to add these funds to either the 2013 or 2014 budget in Revenue Account A401143.43450.4040, dependent on when the funds are dispersed, AND

WHEREAS, the funds are to be expended to a vendor chosen by resolution, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the County Legislature and the Public Health Director or Designee, upon review and approval by the County Attorney, are hereby authorized and directed to sign an agreement with New York State Dept. of Health to accept these funds.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF SANDRA PRICE, LEGISLATIVE DISTRICT 19 RESOLUTION NO. 287-13

Family Support Services Budget Amendment (Mental Health)

WHEREAS, the Cortland County Mental Health Department has a Memorandum of Understanding with the Cortland County Youth Bureau to provide Child and Adolescent One on One Respite Services for \$3,756.00 from January 1, 2013 through December 31, 2013, AND

WHEREAS, the Cortland County Mental Health Department budgeted \$4,100 for these services, NOW THEREFORE BE IT.

RESOLVED, that the 2013 County Mental Health budget be amended as follows:

Decrease:

Revenues:

A431442 41620 4204

\$344.00

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF DAVID FULLER, LEGISLATIVE DISTRICT 17 RESOLUTION NO. 288-13

Authorize Easement Across County Property to Install Electric Service

WHEREAS, Cortland County is constructing a Snow Removal Equipment Building pursuant to an FAA and NYSDOT grant; and

WHEREAS, it is necessary to install electric service to the building furnished by National Grid; and

WHEREAS, National Grid desires an easement across the airport property from New York State Route 222 to the proposed Snow Removal Building to construct said underground electric service; NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature does hereby authorize the Chairman of the Cortland County Legislature, upon review by the County Attorney, to execute an Easement to National Grid to install said underground electric service across the premises of the Cortland County Airport from Route 222 to the proposed Snow Removal Equipment Building.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF DAVID FULLER, LEGISLATIVE DISTRICT 17 RESOLUTION NO. 289-13

**Authorizing Legal Counsel for Cortland County And the Cortland County Legislature to
Complete Eminent Domain Proceeding**

WHEREAS, the County Highway Department was authorized by Resolution 71-10 to acquire necessary property rights for the purpose of removing Obstructions to Avigation at Cortland County Airport, under FAA Grant No. AIP 3-36-0017-16-10 and NYSDOT PIN 3903.46, and

WHEREAS, in connection with said project, it was necessary that the County acquire certain property rights on lands listed in said County Resolution 71-10, and

WHEREAS, the Highway Department, under direction of the Office of the County Attorney, The Federal Aviation Administration, and the New York State Department of Transportation, attempted to acquire the necessary property rights for said project by negotiation, and all properties were acquired by negotiation except for one, which is owned by Samuel G. Fish, Jr., and

WHEREAS, the County engaged Patrick Snyder, Esq. to pursue eminent domain proceedings over the Fish property, pursuant to Resolution No. 357-11, and

WHEREAS, the avigation easement has been obtained pursuant to court order, unsafe obstructions have been removed, and the landowner has been paid the full appraised value of \$29,000 in accordance with the law, and

WHEREAS, the landowner has made a claim with the court that the value of the avigation easement was \$450,000, and

WHEREAS, court proceedings are continuing, a new appraisal has been conducted, preparations for a trial are continuing, and expert witnesses will be required, and

WHEREAS, the FAA grant will reimburse the County for 95% of acquisition costs, and the State DOT grant will reimburse the County for 2.5% of all costs, NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County Legislature is hereby authorizes payment to special counsel Patrick Snyder in furtherance of the court proceedings, for legal services, professional appraisers, and expert witness fees and related expenses, from account number H56105529995616, in an amount not to exceed \$35,000.00.

STATE OF NEW YORK) SS:

COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

ON MOTION OF DAVID FULLER, LEGISLATIVE DISTRICT 17 RESOLUTION NO. 290-13

Award Highway Fuel System Service Agreement- Highway Department

WHEREAS, the Highway Superintendent has received a quote for a maintenance agreement for the fuel system at the County Highway Department, AND

WHEREAS, the fuel system is a proprietary system which requires the service and software upgrades by SYN-Tech Systems, Incorporated, NOW, THEREFORE, BE IT

RESOLVED, that in accordance with the recommendations of the Highway Committee, the County hereby awards a one year Fuel System Maintenance Agreement to SYN-Tech Systems, Incorporated, 100 Four Points Way, Tallahassee, Florida 32305 with the possibility of a one year extension for the total amount of \$1,018.25 AND, BE IT FURTHER

RESOLVED, that the Cortland County Treasurer be and is hereby authorized and directed to make payment for said service contract from Account E51305.54050.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF DAVID FULLER, LEGISLATIVE DISTRICT 17 RESOLUTION NO. 291-13

Authorize Extension of State Snow and Ice Control Agreement Highway Department

WHEREAS, the County of Cortland pursuant to Section 12 of the Highway Law, relating to control of Snow and Ice on State Highways in Towns and incorporated Villages, has heretofore entered into an agreement with the State of New York for such purposes, and

WHEREAS, Sections 7 and 10 of the said agreement respectively provide a method of modification of the map of affected state highway and an annually updating the estimated expenditure, and

WHEREAS, it would be in the best interest of Cortland County to extend the agreement as modified and updated an additional one year period, NOW, THEREFORE, BE IT

RESOLVED, that the Legislature of the County of Cortland hereby authorizes such extension of the said Snow and Ice Agreement for a period of one year, to expire on June 30, 2016, AND BE IT FURTHER

RESOLVED, that, the Chairman of the Cortland County Legislature, upon review and approval as to form by the County Attorney, is authorized to execute an agreement effecting such extension and modification.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF JOHN R TROY, LEGISLATIVE DISTRICT 1 RESOLUTION NO. 292-13

Household Hazardous Waste Application Highway Department/Landfill

A Resolution Authorizing the Filing of an Application for a State Assistance from the Household Hazardous Waste (HHW) State Assistance Program and Signing of the Associated State Contract, Under the Appropriate Laws of New York State.

WHEREAS, the State of New York provides financial aid for household hazardous waste programs; and

WHEREAS, the County of Cortland herein called the MUNICIPALITY, has examined and duly considered the applicable laws of the State of New York and the MUNICIPALITY deems it to be in the public interest and benefit to file an application under these laws; and

WHEREAS, it is necessary that a Contract by and between THE PEOPLE OF THE STATE OF NEW YORK, herein called the STATE, and the MUNICIPALITY be executed for such STATE aid; NOW, THEREFORE BE IT

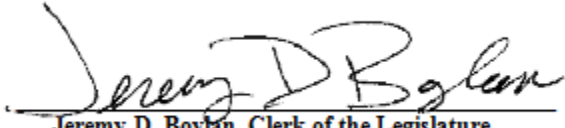
RESOLVED BY the Cortland County Legislature

1. That the filing of an application in the form required by the State of New York in conformity with the applicable laws of the State of New York including all understanding and assurances contained in said application is hereby authorized.
2. That the Chairman of the Legislature or his/her designee is directed and authorized as the official representative of the MUNICIPALITY to act in connection with the application and to provide such additional information as may be required and to sign the resulting contract if said application is approved by the STATE.
3. That the MUNICIPALITY agrees that it will fund the entire cost of said household hazardous waste program and will be reimbursed by the STATE for the State share of such costs.
4. That five (5) Certified Copies of this Resolution be prepared and sent to the NYSDEC together with a complete application
5. That this resolution shall take effect immediately.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF JOHN R TROY, LEGISLATIVE DISTRICT 1 RESOLUTION NO. 293-13

Authorize Agreement/Leachate Testing Highway Department/Landfill

WHEREAS, the Highway Superintendent has recommended Microbac-New York, 3821 Buck Drive, Cortland New York to perform leachate laboratory testing, AND

WHEREAS, the testing of leachate and storm water is required under the NYSDEC landfill permit and the City of Cortland Wastewater permit, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval as to form by the County Attorney, is hereby authorized to execute a one year agreement with Microbac-New York, 3821 Buck Drive, Cortland New York to perform the leachate testing and the associated report preparation for the Cortland County Landfill for an estimated cost of \$14,000 per year, commencing on the execution of the agreement and ending December 31, 2014, AND BE IT FURTHER

RESOLVED, that Microbac-New York services may be required by the Highway Department to perform various miscellaneous tasks, AND BE IT FURTHER

RESOLVED, that all costs associated with landfill leachate testing shall be charged to account # EL81605.54055 and all miscellaneous testing be charged to #D50205.54055.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF JOHN R TROY, LEGISLATIVE DISTRICT 1 RESOLUTION NO. 294-13

Authorize Agreement/Environmental Monitoring Highway Department/Landfill

WHEREAS, the Cortland County Soil & Water Conservation District has submitted a proposal to provide monitoring services and the associated report preparation for the Cortland County Landfill, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval as to form by the County Attorney, is hereby authorized to execute an agreement with the Cortland County Soil and Water Conservation District to perform the environmental monitoring and the associated report preparation for the Cortland County Landfill for an estimated cost of \$71,000.00 per year, to be paid from Landfill Account A81605-54055 on a quarterly basis commencing on January 1, 2014 and ending December 31, 2014.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF JOHN R TROY, LEGISLATIVE DISTRICT 1 RESOLUTION NO. 295-13

**Award Contract Lease of County Recycling Material Baler Recycling Center/Highway
Department**

WHEREAS, the Cortland County Highway Superintendent received a proposal for the lease of the recycling material baler from the Cortland County Recycling Facility, AND

WHEREAS, Casella Recycling, LLC proposal will debit the actual disposal fees against the revenue generated from rechargeable battery/electronic equipment recycling program, AND

WHEREAS, Casella Recycling, LLC has proposed that the labor necessary for processing the batteries delivered to the Cortland County Solid Waste Division shall be considered the monthly lease payment for the recycling materials baler, NOW, THEREFORE, BE IT

RESOLVED, that in accordance with the recommendations of the Solid Waste Committee, the County Legislature hereby awards lease of the recycling materials baler to Casella Recycling, LLC, 798 Cascadilla Street, Ithaca, NY 14850 for a two year term from January 1, 2014 to December 31, 2015, AND BE IT FURTHER

RESOLVED, that upon mutual agreement of Casella Recycling, LLC and Cortland County, the contract may be extended beginning January 1, 2016, AND BE IT FURTHER

RESOLVED, that the Chairman of the Legislature, upon review and approval as to form by the County Attorney, is hereby authorized to execute the necessary agreements for said contract.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF ANTHONY PACE, LEGISLATIVE DISTRICT 7 RESOLUTION NO. 296-13

Authorize Agreements Personnel/Civil Service (Several Agencies)

WHEREAS, the Personnel Department contracts for various professional services to assist in the provision of services, AND

WHEREAS, funds have been allocated and proposed in the 2013 budget in account numbers A14305.54015, A14305.54500, A14305.54055, A14305.58062, A14305.58065, A14305.58060, A14305.54050 and A14305.54770, CH9060 554055 NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of the Cortland County Legislature, upon and approval by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to execute agreements beginning December 31, 2013 through December 31, 2015 for or with the following to be paid from the accounts listed, and in accordance with the attached:

PSTEK, Inc.
Family and Children's Services of Ithaca
Psychological Resources
Family Health Network
Coughlin & Gerhart, LLP
YMCA
EBS Benefit Solutions-Dental
EBS Benefit Solutions-Vision
EBS Benefit Solutions-Flex
EBS Benefit Solutions-Retiree Billing
Hogan Drug and Alcohol Testing, LLP

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

Personnel Contracts

Contractor	Service Provided	Period	Amount	Account Number(s)
PSTEK	Software Support	12/31/13 - 12/31/15	5,985.00	A14305 - 54015
Family and Children's Services of Ithaca	Counseling	12/31/13 - 12/31/15	* 18,500	A14305 - 54500
Psychological Resources	Psychological Testing	12/31/13 - 12/31/15	*	A14305 - 54500
Family Health Network	Physicals	12/31/13 - 12/31/15	*	A14305 - 54500
Coughlin & Gerhart, LLP	Legal Services	12/31/13 - 12/31/15	** 35,000	A14305 - 54055
YMCA	Agilities	12/31/13 - 12/31/15	*	A14305 - 54050
Hogan Drug and Alcohol Testing, LLP	Drug/Alcohol Testing	12/31/13 - 12/31/15	*	A14305 - 54500
EBS Benefit Solutions - Dental	Admin./Bills	12/31/13 - 12/31/15	***	CH9060554055
EBS Benefit Solutions - Vision	Admin./Bills	12/31/13 - 12/31/15	***	CH9060554055
EBS Benefit Solutions - Flex	Admin./Bills	12/31/13 - 12/31/15	***	CH9060554055

* not to exceed 18,500

** not to exceed 35,000

*** Health Insurance Account

j/company contracts/personnel contracts

ON MOTION OF KEVIN WHITNEY, LEGISLATIVE DISTRICT 13 RESOLUTION NO. 297-13

**Authorize Agreement Extension Sheriff's Department/Jail (Oneida County-Central NY
Psychiatric Center Forensic Unit Services)**

WHEREAS, the Central New York Psychiatric Center Forensic Unit provides services at their center, in the County of Oneida, AND

WHEREAS, said Forensic Unit has the capability of providing forensic services for the Sheriff's Department of surrounding counties which have inadequate facilities for treating mentally ill inmates, AND

WHEREAS, Oneida has a separate forensic unit, and Cortland County has need from time to time to have prisoners treated at the Central New York Psychiatric Center Forensic Unit, AND

WHEREAS, the Oneida County Sheriff provides security services at the Central New York Psychiatric Center Forensic Unit, AND

WHEREAS, the New York State Correction Law provides for the designation of substitute jails, and for the removal of said prisoners from jail to appropriate facilities for care and treatment, AND

WHEREAS, the parties hereto wish to confirm their understanding and make an agreement pursuant to Section 508 of the Correction Law for security at the Central New York Psychiatric Center Forensic Unit, for inmates from Cortland County who are in need of psychiatric care at the cost of \$165.00 per day fee, commencing December 31, 2013 through December 31, 2016, NOW, THEREFORE, BE IT

RESOLVED, that the Sheriff of Cortland County and the Chairman of the Legislature, upon review and approval by the County Attorney, be and hereby are authorized to sign an agreement extension with the Oneida County Sheriff and the County of Oneida.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

ON MOTION OF KEVIN WHITNEY, LEGISLATIVE DISTRICT 13 RESOLUTION NO. 298-13

Authorize Agreement Sheriff's Department/Jail Black Creek Intergrated Systems Corporation

WHEREAS, the maintenance agreement on the Black Creek Integrated Systems Corporation Software will expire on December 31, 2013, and

WHEREAS, the cost of such maintenance agreement is \$13,537.50 annually, for the period of December 31, 2013 through December 31, 2014, NOW, THEREFORE, BE IT

Whereas, the Sheriff is authorized to pay this annual billing, NOW, THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature, upon review and approval by the County Attorney, be and hereby is authorized to sign an agreement with Black Creek Intergrated Systems Corporation at a cost per year not to exceed \$13,537.50 per year to be paid from Account A31505-54004 Computer Software.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF KEVIN WHITNEY, LEGISLATIVE DISTRICT 13 RESOLUTION NO. 299-13

Abolish Communications Advisory Board Department of Emergency Communications

WHEREAS, the Communications Advisory Board was created by Resolution No. 28-05 to “facilitate emergency communications, develop a structure plan and determine long term needs within Cortland County,” AND

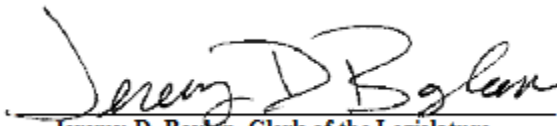
WHEREAS, the Federal Communications Commission mandated the County change radio frequencies and the Communications Advisory Board was charged with meeting this mandate, AND

WHEREAS, the Communications Advisory Board assisted in the creation and implementation of the new Interoperable Communications System, thus fulfilling the duty and responsibility it was charged with, NOW, THEREFORE BE IT

RESOLVED, that the Communications Advisory Board is hereby abolished, effective Dec. 31, 2013.
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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF KEVIN WHITNEY, LEGISLATIVE DISTRICT 13 RESOLUTION NO. 300-13**UHF Paging Base for Emergency Responders**

WHEREAS the Cortland County Department of Emergency Response utilizes a UHF paging system to alert first responders to emergency incidents and

WHEREAS first responders in Cortland County have been experiencing trouble receiving UHF paging alerts to emergency calls, including dropped and inaudible calls and

WHEREAS the Department of Emergency Response and Communications has been able to recreate the problems experienced by first responders and has worked to develop a solution to the causes of the dropped and missed emergency paging calls and

WHEREAS the solution to the problems of dropped and inaudible calls is a re-configuration of the current paging bases and the purchase and installation of one additional UHF paging base and

WHEREAS the County currently pays rent to a tower company for space for one paging base and the County is desirous of ending rental payments to save money and

WHEREAS the goal of fixing the UHF paying system problems coincide with the county's goal of saving costs related to tower rental payments, THEREFORE BE IT

RESOLVED that the County authorizes the Director of Emergency Response and Communications to end the current contract with Crown Castle for rental of space at its Locust Avenue Tower as soon as it is feasible and within the terms of the current contract, and BE IT FURTHER

RESOLVED that one UHF paging base and its related equipment will be moved and installed at the County's Public Safety Building rent free and also BE IT FURTHER

RESOLVED that the County will install one new paging base and its related equipment at the Cortlandville Water Tower located at Blue Creek Road, rent free and also BE IT FURTHER

RESOLVED that the 2013 County Budget is hereby amended as follows to accomplish these separate but related goals

Decrease:	Contingency Account	A1990-54775	\$30,000.00
-----------	---------------------	-------------	-------------

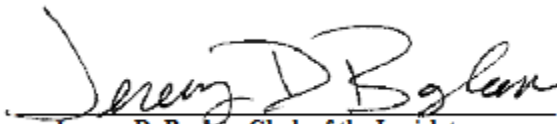
Increase:

Expenses: A30205-52015 \$30,000.00

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)



FIELD QUOTE

Phone: 607 423-2073
 Fax:
 Email: whitney178@hotmail.com
 CC# Exp.

Tag No.
5985KG(1)

UR PO #

Representative Jim Leathers
 Date 10/18/2013 Project Name: Homer Paging

Ship To: ☐ Same

Homer FD

REVISION 1

To:
Kevin Whitney

Cortland County Fire & Emergency Services

CUSTOMER ID#	CUSTOMER PO#	SHIP VIA	PRODUCT	TERMS	TAX%
Net 30 Days					
Line Item#	QTY	MODEL/PART NO.	STOCK NO/DESCRIPTION	UNIT PRICE	EXTENDED
1	1	66392	Antenna, DB 404 UHF	\$425.00	\$425.00
2	1	70072	Antenna, Yagi UHF	\$158.33	\$158.33
3	2	20573	Lightning Arrestor, DB404 & Yagi	\$62.00	\$124.00
4	50	86672	Cable, RF LMR600 1/2"	\$1.95	\$97.50
5	100	73001	Cable, RF 3/8" 9913	\$1.20	\$120.00
6	1	475433	Connector, RF N/M for LMR600	\$20.00	\$20.00
7	1	71536	Connector, RF N/F for LMR600	\$24.00	\$24.00
8	8	14515	Connector, RF N/M for 9913	\$5.70	\$45.60
9	1	28647	Mount, Antenna HD Universal Wall	\$196.00	\$196.00
10	2	494622	Mount, Antenna Medium Duty Wall	\$13.90	\$27.80
11	3	Mast	Mast, Antenna	\$37.40	\$112.20
12	1	352144	Jumper, RF N/F to Mini UHF 3'	\$23.50	\$23.50
13	2	TEL 12-45	Battery, Dynasty TEL 12-45	\$255.00	\$510.00
14	1	483115	Shelf, Rack 19"	\$52.90	\$52.90
15	1	479628	UPS, Rack Mount 300W	\$279.00	\$279.00
16	1	HDW	Cable Entry & Grounding - Boot, Cushions, Wire, C	\$225.00	\$225.00
17	1	SecureSync	GPS Receiver w/ antenna & lightning arrestor	\$5,302.00	\$5,302.00
18	1	VDL-RS	Variable Delay Line	\$869.00	\$869.00
19	1	1516	Alarm Panel, Sentri Voice w/ Accys.	\$1,019.00	\$1,019.00
25% Restocking fee on all cancelled orders				MATERIALS TOTAL	\$9,630.83

LABOR

UNITS	DESCRIPTION	CHARGES	EXTENDED
1	Installation of new antenna system at Homer Fire Department.	\$5,184.00	\$5,184.00
	Installation of new repeater and associated equipment at HFD.		
	Perform system simulcast alignment.		
1			
Special Instructions		LABOR TOTAL	\$5,184.00

Leasing Available

Pricing assumes existing antenna grounding point will be utilized for new antennas.

FCC licensing is not included in field services pricing

Customer gives United Radio authorization to fasten antenna to building or other structure

AC Power to be provided by customer,
within 6ft of equipment.

Shipping charges if applicable will be applied.

SUB TOTAL	FREIGHT	SALES TAX	TOTAL
\$14,814.83			\$14,814.83

5703 Enterprise Parkway
 East Syracuse, NY 13057
 unitedradio.com

Local: 315.446.7181
 Fax: 315.445.3265
 Toll Free: 800.599.2101
 fieldcomm@unitedradio.com



New York State Contract Pricing PT 62495

Motorola
 United Radio Inc.
 Attn: Dick Case
 5703 Enterprise Parkway
 East Syracuse, NY 13057
 (O) 315-445-3281 (Fax) 315-445-3265

dcase@unitedradio.com

Date 10/18/13
 Proposal #
 Quotation valid for 90 days

Prepared by: Dick Case

Quotation for:

Scott Roman / Kevin Whitney
 Cortland County

County Paging System
 Additional Site

Reference:

NY STATE CONTRACT # PT62495 (equipment) and # PT62496 (services)							SHIP DATE 4 weeks ARO	TERMS NET 30 DAYS
APC	ITEM	QTY	MODEL	DESCRIPTION	LIST PRICE	Discount %	CONTRACT PRICE	EXTENDED AMOUNT
	1	1	T3000	Motorola MTR 3000 Base Radio	\$ 3,700.00	20%	\$ 2,960.00	\$ 2,960.00
	1a	1	X340MT	8-100 watts of Power, UHF, (403-470)	\$ 3,400.00	20%	\$ 2,720.00	\$ 2,720.00
	1b	1	C540AD	System Cable	\$ 50.00	20%	\$ 40.00	\$ 40.00
	1c	1	X182UM	UHF Duplexer (435-470 MHZ)	\$ 1,380.00	20%	\$ 1,104.00	\$ 1,104.00
	1d	1	X216AR	Wireline Operation	\$ 400.00	20%	\$ 320.00	\$ 320.00
	1d	1	X265UM	UHF Preselector	\$ 500.00	20%	\$ 400.00	\$ 400.00
	2	1	THN6701	30" Cabinet	\$ 370.00	15%	\$ 314.50	\$ 314.50
	3	1	L1884	28V Battery Revert Charger	\$ 1,619.00	15%	\$ 1,376.15	\$ 1,376.15
	4	1	Z691	Charger Load Cable for MTR	\$ 52.00	15%	\$ 44.20	\$ 44.20
	5	1	Z692	Charger Battery Cable for MTR	\$ 75.00	15%	\$ 63.75	\$ 63.75
	6	1	Z166	Temperature Sensor	\$ 40.00	15%	\$ 34.00	\$ 34.00
	7	1	HSN 1000	External Speaker	\$ 109.00	25%	\$ 81.75	\$ 81.75
	8	1	0185180U01	Cable	\$ 17.25	25%	\$ 12.94	\$ 12.94
	9	1	GMN6147	Microphone	\$ 70.00	25%	\$ 52.50	\$ 52.50
	10	1	AAM50RPC9AA1-N	Motorola CM200, 40 watts	\$ 586.00	25%	\$ 439.50	\$ 439.50
	11	1	HLN9242	16 Pin Connector	\$ 12.00	25%	\$ 9.00	\$ 9.00
	12	1	3009314001	Cable Assembly	\$ 240.00	15%	\$ 204.00	\$ 204.00
							\$ -	\$ -
							\$ -	\$ -
			SERVICES	SVC03SVC0123D Install at United Radio			\$ -	\$ -
		16	SERVICES	SVC03SVC0124D Install at Customers Location			\$ 147.00	\$ 2,352.00
Notes:						TOTAL		\$ 12,528.29
Motorola Federal Tax ID 36-111580 0						SALES TAX		N/A
PLEASE NOTE: If extended warranty is quoted, there is no discount available on this item.						GROUND SHIPPING		Included





Phone: 607 423-2073
 Fax:
 Email: whitney178@hotmail.com
 CC# Exp.

Tag No.
 3322KG(1)

FIELD QUOTE

UR PO #

Representative Jim Leathers

Date 10/18/2013 Project Name: LocustMove/re

Ship To: ☐ Same
 Public Safety Building

REVISION 1

To:
 Kevin Whitney
 Cortland County Fire & Emergency Services

CUSTOMER ID#	CUSTOMER PO#	SHIP VIA	PRODUCT	TERMS	TAX%
Net 30 Days					

Line Item#	QTY	MODEL/PART NO.	STOCK NO/DESCRIPTION	UNIT PRICE	EXTENDED
1	1	335622	Connector, RF N/F for 7/8" AVA50	\$34.30	\$34.30
2	1	325410	Connector, RF N/M for 7/8" AVA50	\$34.30	\$34.30
3	2	475433	Connector, RF N/M for LMR600	\$19.00	\$38.00
4	8	14515	Connector, RF N/M for 9913	\$5.70	\$45.60
5	1	36941	Side Mount	\$240.00	\$240.00
6	1	TBD	Boots / Cushions (Exact needed TBD)	\$45.00	\$45.00
7	1	HDW	Mast / Hardware	\$175.00	\$175.00

25% Restocking fee on all cancelled orders

MATERIALS TOTAL \$612.20

LABOR

UNITS	DESCRIPTION	CHARGES	EXTENDED
1	Removal of all antenna systems materials from Locust Ave.	\$6,912.00	\$6,912.00
	Relocate repeater & associated equipment from Locust Ave to PSB.		
	Installation of reused antenna system at PSB.		
	Perform system simulcast alignment.		
Special Instructions		LABOR TOTAL	\$6,912.00

Leasing Available

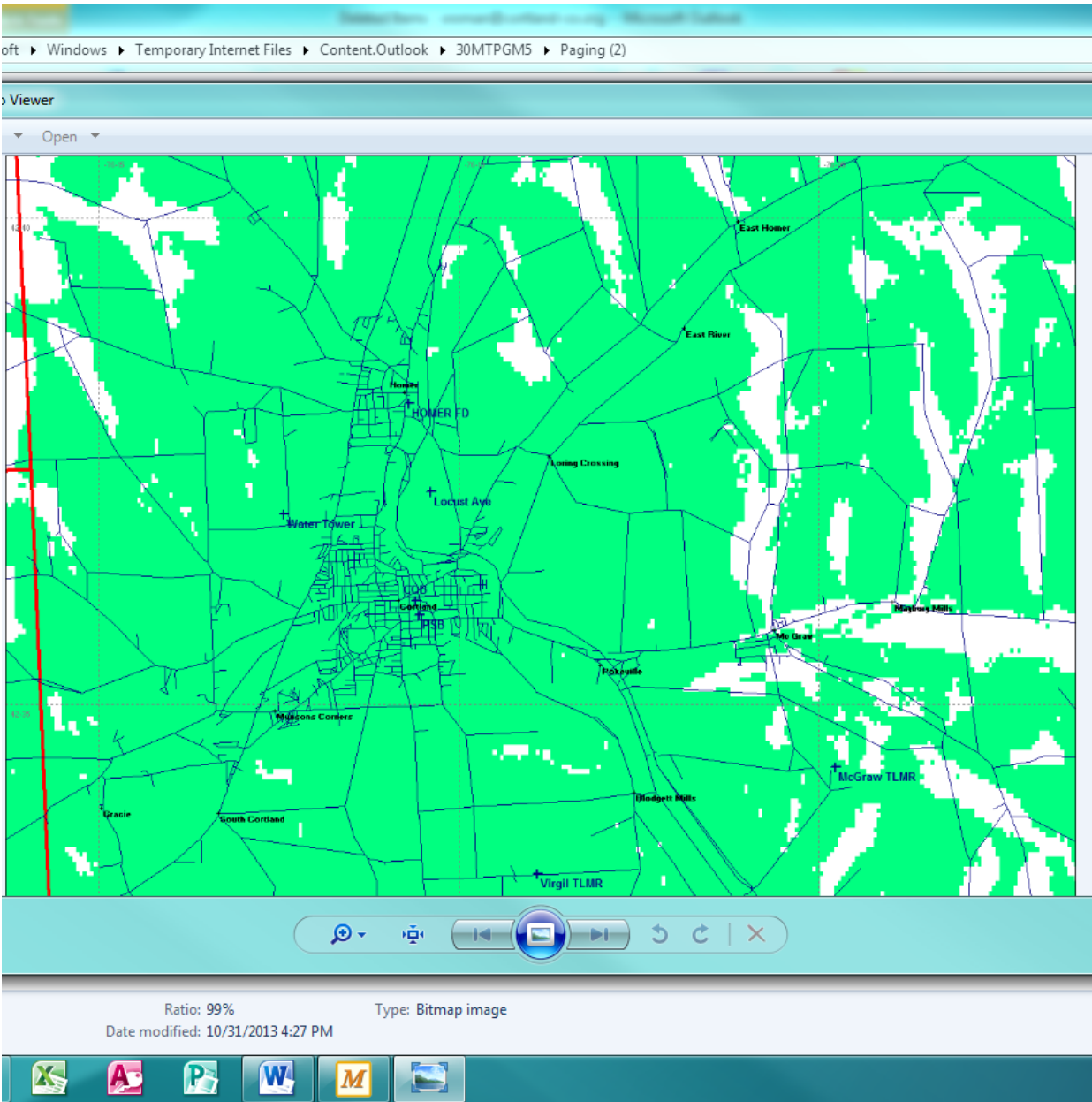
County to provide a liaison between United Radio and tower lessee to coordinate necessary work in regards to existing contracts and procedures. Work must be performed on more than one day if reusing antenna materials. While great care would be taken, UR does not guarantee reused materials nor any services to address failures thereof. FCC licensing is not included in pricing.

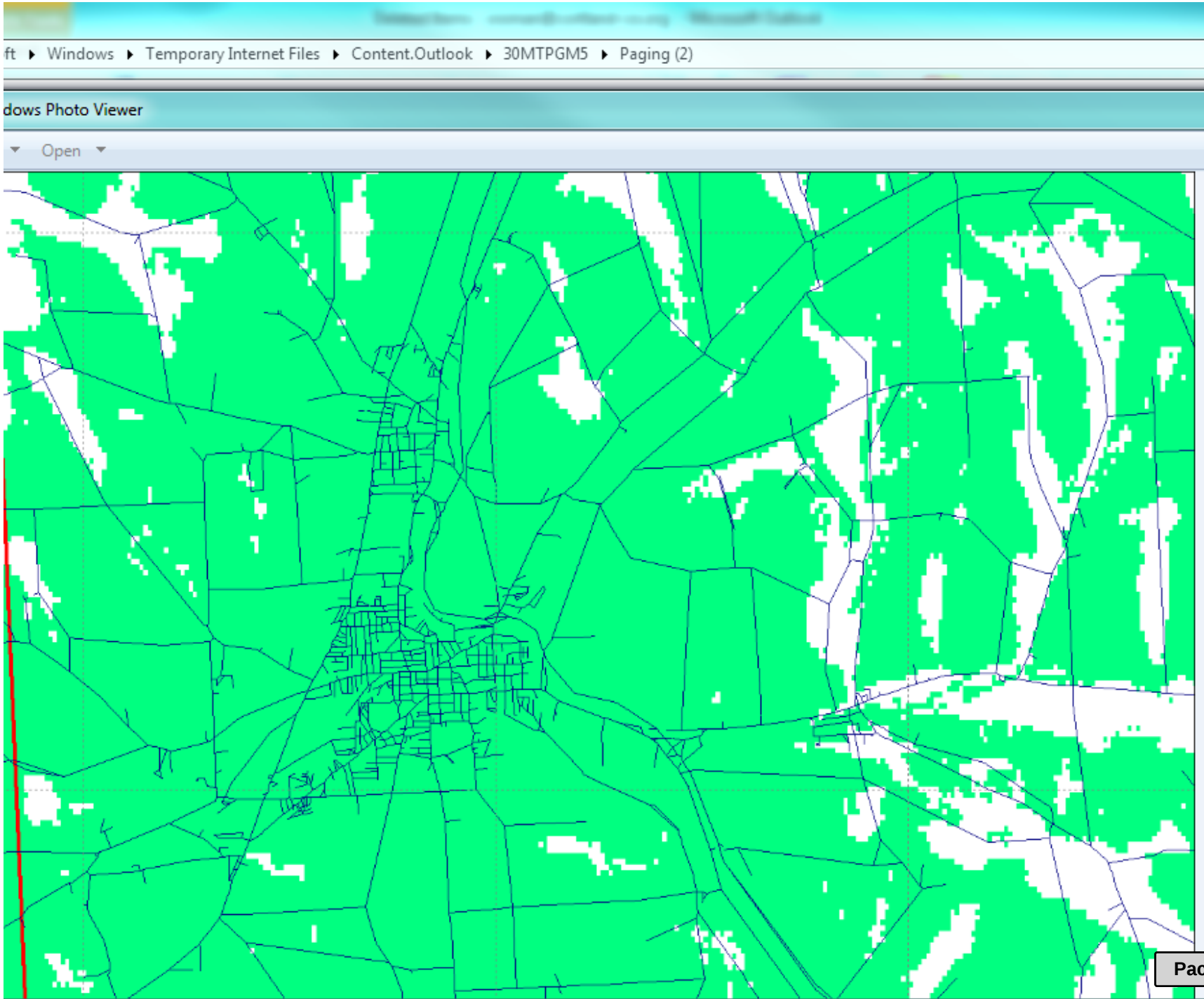
Shipping charges if applicable will be applied.

SUB TOTAL	FREIGHT	SALES TAX	TOTAL
\$7,524.20			\$7,524.20

5703 Enterprise Parkway
 East Syracuse, NY 13057
 unitedradio.com

Local: 315.446.7181
 Fax: 315.445.3265
 Toll Free: 800.599.2101
 fieldcomm@unitedradio.com





ON MOTION OF KEVIN WHITNEY, LEGISLATIVE DISTRICT 13 RESOLUTION NO. 301-13**Authorize Agreements - County Coroners/Various Physicians**

WHEREAS, at times, the Cortland County Coroners require that autopsies be performed on deceased individuals, AND

WHEREAS, the County of Cortland is desirous of obtaining autopsy and forensic laboratory services and related professional services from the following physicians, AND

WHEREAS, Our Lady of Lourdes Memorial Hospital, Inc. has declined to sign a contract which includes the autopsy services of said physicians, thus requiring a contract with each physician, NOW, THEREFORE, BE IT

RESOLVED, that the Chairman of this Legislature be and hereby is authorized and directed to enter into an agreement, upon approval of the County Attorney, with the following physicians to perform autopsy services for a term beginning Dec. 31, 2013 and expiring Dec. 31, 2014.

EMP Physicians of Cortland County
4535 Dressler Road NW
Canton, Ohio

Robin Eastman-Abaya, MD
169 Riverside Drive
Binghamton, NY 13902

Michael Zur, MD
169 Riverside Drive
Binghamton, NY 13902

Kazuko Nitta, MD
169 Riverside Drive
Binghamton, NY 13902

James Terzian, MD
169 Riverside Drive
Binghamton, NY 13902

Zarina Hernandez-Shipplic, MD
169 Riverside Drive

Binghamton, NY 13902

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF KEVIN WHITNEY, LEGISLATIVE DISTRICT 13 RESOLUTION NO. 302-13

Authorize Policy Exemption When Acting in Required Official Capacity as County Employee (Sheriff's Department)

WHEREAS, the Cortland County Legislature is the Legislative body that adopts various policies for County government, AND

WHEREAS, certain employees, in their official capacity as public officers, are required by the nature of their positions to act in conflict with the duly adopted county policies, NOW, THEREFORE BE IT

RESOLVED, that employees of the Sheriff's Department, Probation Department, and Information Technology Department are hereby excluded from portions of County policies when acting in their official capacity, when said policy conflicts with the execution of their required duties, AND BE IT FURTHER

RESOLVED, that in those instances of conflict, said employees shall adhere to the internal policies established by their department, AND BE IT FURTHER

RESOLVED, that they County shall include language in future policies and policy amendments to accommodate for said conflicts.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF ANTHONY PACE, LEGISLATIVE DISTRICT 7 RESOLUTION NO. 303-13

Authorize Agreement - Interoperable Communications Audit/Bonadio Group

WHEREAS, Cortland County has implemented a new Interoperable Communications System as mandated by the Federal Communications Commission, AND

WHEREAS, the County was required to adhere to specific and substantial requirements as part of the installation of the project and for the collection and administration of grant funds and procurement policies, AND

WHEREAS, the Bonadio Group has provided a proposal to conduct an audit of the program to ensure the County has adhered to all requirements, NOW, THEREFORE BE IT

RESOLVED, that the Chairman of the Legislature, upon approval of the County Attorney, is hereby authorized and directed to sign a contract with the Bonadio Group to execute an audit on the Interoperable Communications System, at a cost not to exceed \$6,000, and to be paid out of account H-03-3020-54055-1682

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF KEVIN WHITNEY, LEGISLATIVE DISTRICT 13 RESOLUTION NO. 304-13

**Adopt Policy Cortland County Policies and Procedures for NYSDHSES Grant
Administration Information Technology**

WHEREAS, Cortland County receives grants from the New York State Department of Homeland Security and Emergency Services (NYSDHSES) AND

WHEREAS, NYSDHSES requires the County to have written policies and procedures for applying for and administering those grants NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County adopt the policy “Cortland County Policies and Procedures for NYSDHSES Grant Administration” for NYSDHSES grant administration.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

CORTLAND COUNTY NYSDHSES GRANT ADMINISTRATION POLICY

Subject: Homeland Security Grant Administration – Policies and Procedures			
References: DHSES			
Policy:	Distribution:	Amends:	
Prepared by: Brenda DeRusso/Jack Hess Approved:	Date of Issue: 10/23/2013	Effective Date:	Standards:

Policy: New York State Homeland Security & Emergency Services Grant Administration Policies and Procedures.

Purpose: To create a formal policy on the handling of NYS Division of Homeland Security & Emergency Services (NYSDHSES) grant awards. This policy is designed to provide a process of applying for, receiving and administering grant funding awarded by the Division of Homeland Security and Emergency Services.

Scope: Cortland County as the Implementing Agency (IA), will be responsible for the grant administration of NYSDHSES funds that are awarded to the County (DHSES Grantee). This guideline is designed to provide a step by step process of applying for, receiving, and administering NYSDHSES funds within Cortland County.

A. Application

There are many grant programs in which Cortland County may apply through NYSDHSES. When the County is made aware of the grant programs available, County Administration will review with his/her staff the guidance documents and make a decision to apply for the funds.

1. County Administration or its designee, hereinafter referred to as the Implementing Agency (IA) Director will first seek verbal permission from the Chairperson of the Judiciary & Public Safety (JPS) Committee, the legislative committee assigned oversight of public safety affairs.
2. Upon receipt of verbal permission by the JPS Chairperson to proceed with the development of the grant application the IA Director, will draft the application in accordance with the guidelines distributed within the grant application. The IA Director will solicit information and advice from appropriate emergency planning and response agencies before completing the application to maximize the benefit of the grant award.
3. The IA Director will draft a resolution and schedule attendance at the JPS Committee to explain the grant, the total award, and the percentage of the local share (matching funds) of the award, if any. If matching funds are required:
 - a. Upon JPS Committee approval the resolution will be forwarded it to the Budget & Finance Committee of the County Legislature. If the Budget & Finance Committee approves the resolution, it will be returned to the IA Director to be for further processing.
4. The IA Director, or designee, will submit the grant via the DHSES E-grants system. After the grant is submitted, upon receipt that the grant has been awarded and a contract has been developed by DHSES, the

IA Director will draft a resolution to accept the grant award and submit it through the established procedure as noted above. Upon receipt of a copy of the approved resolution, along with a copy of the fully executed contract, said document(s) will be kept on file in the office of the IA Director in the “ACTIVE GRANTS” file drawer; said file will be labeled with the DHSES Grant Year, Period, Contract Number, and Total Award.

5. Per the resolution an account will be established for the distribution of funds. The County will ensure that the grant funds are not commingled with other sources of funding by establishing separate project codes to be attached to the department/object number, with the last 2 digits of the project code corresponding to the last two digits of the grant fiscal year specific to each DHSES grant award. In the case of a DHSES grant award for a specific capital project in its entirety, the same procedure would be established to the capital account specific to that grant. No items will be purchased until a signed contract is executed and on file County Administration.

B. Procurement

1. Once all application materials are in place and accounted for, the process of procurement can begin. All procurements will be done in accordance with the Cortland County Procurement Policy. Written justification and documentation for all procurements will be maintained on file, and will be made available upon request.
2. Purchase orders must include the state contract number, if used, resolution number, county contract number and a copy of the award letter, along with the specific company information.
3. If the item to be purchased has unique requirements, thereby limiting the purchase to a sole source vendor/bidder, as defined in the Cortland County Procurement Policy, then all documentation substantiating such justification must be presented to NYSDHSES for prior approval. Such purchases will adhere to the guidelines in the “Cortland County Procurement Policy for Non Competitive Procurement”. Copies of all documentation must be kept in the grant folder as well as provided to the Cortland County Audit Department for final approval before proceeding with the procurement process.
4. A copy of the proposal(s) or bid document(s) will be stamp dated and initialed by the Implementing Agency Fiscal Officer when received and a copy will be kept on file in the office of the IA Director.
5. Pre-approval of all procurement documents will be reviewed prior to award. All questions about the procurement of goods will be responded to by the IA Director or designee. Once the Cortland County Legislature has awarded the contract with an approved legislative resolution number, a copy of the Grant Acceptance letter, and other required documents, (i.e., insurance and bonding certification, if required) the Implementing Agency may proceed with generating a requisition and/or purchase order, depending on total cost of the purchase.
6. In order for a purchase to occur, a Cortland County Purchase Order must be drafted and approved. The Purchasing Director signs all purchase orders and forwards a copy of the purchase order to the requesting department. The purchase order can now be sent to the appropriate vendor(s).

C. Receipt of Goods and Equipment

1. All items will be ordered and shipped to the address provided on the purchase order or the address defined in the purchase contract with Cortland County. When said items arrive or are installed, the IA Director, or designee, will verify the items and check it in accordance with the packing slip or contract. If any errors occur, the items will not be accepted until it can be reconciled with the vendor.

2. All equipment will be placed in the fixed asset system established by Cortland County fixed asset policy as well as labeled “Purchased with Homeland Security Funds”. The following information will be recorded by award and filed in the office of the IA Director:
 - a. Description of the property
 - b. Serial Number or other identification number
 - c. The source of the property
 - d. Who holds the title
 - e. The acquisition date
 - f. Cost of property
 - g. Percentage of federal participation in the cost of the property
 - h. Location of equipment
 - i. Use and condition of the property
 - j. Any ultimate disposition data including the date of disposal and sale price of the property
 - k. Fiscal project code
3. Any equipment, furniture or supplies or other property purchased pursuant to the DHSES Agreement 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 the NYSDHSES Agreement.
4. It is noted that if this property is deemed no longer needed, NYSDHSES must be notified prior to the disposition of the property. If the property is sold the sale price must be documented and a portion of those proceeds may need to be returned to NYSDHSES.
5. A physical inventory of the equipment must be performed at a minimum of every year in accordance to “Cortland County’s Fixed Asset Policy” and recorded on file.
6. Any loss or damage to any equipment will be reported immediately and a record maintained.

D. Record of Time

1. Some grants involve the documentation and record of time for reimbursement purposes. Specific documentation must be maintained as support for project related personal service expenditures as the NYSDHSES Agreement is supported by federal funds. Depending on the nature or extent of personal service provided under the NYSDHSES Agreement, Cortland County will 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.
2. When time needs to be recorded it will be done in the following manor:
 - a. Any contractor working for the County on a time accrual basis must have a contract on file prior to performing the work. Once a contract is on file the contractor may work on a requested basis at the direction of the IA Director, or designee. Once the contractor has completed the duties assigned, a record of time and any associated attendance sheets and/or paperwork will be submitted to the appropriate office within ten working days.
3. When time is recorded for reimbursement for any employee, whether it be back fill or training or grant administration, the time will be recorded on a spreadsheet of hours worked and tasks performed along with any required personal service certifications. This spreadsheet along with copies of overtime payment requests, who the employee backfilled for and why (documentation must also be provided for where the

original employee was with proof of what they were completing), and sign in sheets will be submitted with payroll and approved by the IA Director, or designee.

E. Payment

1. Prior to payment, all items must be reconciled and received by a IA Director or designee.
2. All invoices received will be dated and a copy placed in the appropriate grants folder.
3. The invoice will be compiled by the responsible department's Accounts Payable designee, according to department procedure. Prior to forwarding to the County Legislature per the auditing schedule for payment, a note will be attached requesting the Treasurer to cut the check for only the specific SHSP purchase based on the voucher or purchase order issued.
4. Upon Legislative approval the County Treasurer will issue payment to the vendor.
5. Once processed, all vouchers will be printed and supporting documentation will be attached. Supporting documentation shall include: purchase orders, signed equipment authorizations, copy of grant resolution, packing slips and any other pertinent information.
6. Once the check is cut and mailed to the vendor the check number will be documented in the Cortland County accounting system as well as written on the copy of the purchase order or voucher placed in the grants file located in the office of the IA Director. A request will be made for the Treasurer's Office to forward the requesting department a copy of the cancelled check to add to the supporting documentation.
7. This information will be used to complete the required quarterly reporting and to verify all expenditures from said grant.

F. Fiscal Reporting

1. State Aid Vouchers will be sent to the state for reimbursement along with the attached Fiscal Cost Reports (FCRs) and detailed Itemization Forms (DIFs).
2. A copy of the State Aid Vouchers will also be copied for the office of the IA Director so that the IA Fiscal Officer can assign incoming funds to the appropriate account.
3. The IA Director will sign all submitted FCRs along with the IA Fiscal Officer prior to sending to the state.
4. Reports will be sent in the time frame required by the grant. If there will be a delay in report submission, contact will be made by the designated staff member and a date for proposed completion provided.
5. NYSDHSES quarterly progress reports will be submitted on E-Grants system by the designated staff (IA Fiscal Officer).
6. The Primary person submitting reports will be the administrative point of contact for NYSDHSES grants (IA Fiscal Officer) with the IA Director to serve as the secondary or back up in case the Primary person is unable to assist the NYSDHSES staff due to leave of absence, work load, accident etc.

G. Retention of Records

1. Original records must be retained for six years following the submission of the final claim against the NYSDHSES Agreement or the end of the Agreement Period, if later.
2. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year Period, whichever is later.
3. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures
4. NYSDHSES requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted.
5. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, property records or equipment inventory records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records.
6. All fiscal records and/or support documentation must readily identify the associated NYSDHSES Grant and Contract for each grant period.

ON MOTION OF ANTHONY PACE, LEGISLATIVE DISTRICT 7 AGENDA ITEM NO. 28**Declare Surplus Property - 49 Grant Street (Horizon House)**

WHEREAS, Cortland County owns vacant property at 49 Grant Street (Formerly Horizon House) 86.43-02-14.200, AND

WHEREAS, and the Cortland County Budget Finance Committee recommends the Legislature declare the property surplus and dispose of it at public auction or sealed bid, AND

WHEREAS, the Budget & Finance Committee recommends setting a minimum price for the sale of said property, AND

WHEREAS, County Law §215 provides that upon the determination that the county real property is no longer necessary for public use, a resolution may be adopted by the affirmative two-thirds vote of the total Legislature, authorizing the sale of the property, NOW, THEREFORE BE

RESOLVED, that the Cortland County Legislature hereby deems the property at 49 Grant Street (86.43-02-14.200) is of no public use and that the property be sold at public auction, AND BE IT FURTHER

RESOLVED, that the County Administrator have an appraisal done on the property to establish an appropriate minimum sale price, at a cost not to exceed \$5,000.

ON MOTION OF ANTHONY PACE, LEGISLATIVE DISTRICT 7 RESOLUTION NO. 305-13

Apportionment of Mortgage Tax County Treasurer

RESOLVED, that the apportionment of the current mortgage tax monies between the towns of Cortlandville, Homer, Marathon and the villages therein, as submitted by the Budget & Finance Committee, be approved, AND BE IT FURTHER

RESOLVED, that the County Treasurer be and hereby is authorized to make apportioned payments (based on the taxable assessed value) to each of the named tax districts within the County of Cortland of mortgage tax monies as shown below:

April 1 - September 30, 2013

Cortlandville

Village of McGraw	\$ 1,715.23
Village of Homer	\$ 266.59
Town of Cortlandville	<u>\$ 73,917.75</u>
	\$ 75,899.57

Homer

Village of Homer	\$ 7,906.39
Town of Homer	<u>\$ 28,668.28</u>
	\$ 36,574.67

Marathon

Village of Marathon	\$ 1,433.20
Town of Marathon	<u>\$ 6,282.14</u>
	\$ 7,715.34

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 2nd day of January, 0001 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 2nd day of January, 0001.

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF ANTHONY PACE, LEGISLATIVE DISTRICT 7 RESOLUTION NO. 306-13

Designate Tourism Promotion Agency Cortland County Convention and Visitors Bureau

WHEREAS, the New York State Division of Tourism's Matching Grant Program is designated to encourage tourism promotion throughout New York and adjacent states, AND

WHEREAS, the Cortland County Convention and Visitors Bureau Inc., a non-profit organization, promoting Cortland County as a tourism destination, qualifies as the official Tourism Promotion Agency for Cortland County, AND

WHEREAS, the Cortland County Convention and Visitors Bureau has requested to be designated the Tourism Promotion Agency for Cortland County in 2014, NOW, THEREFORE, BE IT

RESOLVED, that the Cortland County Convention and Visitors Bureau, Inc. is hereby designated by the Cortland County Legislature to make application for and receive grants on behalf of the County pursuant to the New York State Tourism Promotion Act.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF ANTHONY PACE, LEGISLATIVE DISTRICT 7 RESOLUTION NO. 307-13**Adopt Local Law - Mortgage Recording Tax**

WHEREAS, the New York State Legislature has amended New York State Tax Law §253-v, (L 2013, Chapter 130), authoring Cortland County, acting through its local legislative body, to adopt and amend local laws imposing in Cortland County a mortgage recording tax expiring December 1, 2015; and

WHEREAS, the mortgage recording tax previously authorized by Cortland County Local Law No. 3 for the year 2011 expires December 1, 2013, and the Cortland County Legislature wishes to continue the imposition of the mortgage recording tax as permitted by Tax Law §253-v;

NOW THEREFORE,

Local Law No. 3 for the year 2011 is hereby amended to read as follows:

Section 1

For the period beginning December 1, 2013 and ending December 1, 2015, there is hereby imposed, in the County of Cortland, a tax of \$0.25 for each \$100.00, and each remaining fraction thereof of principal debt or obligation which is or under any contingency may be secured at the date of execution thereof, or at any time thereafter, by a mortgage on real property situated within the County of Cortland and recorded on or after December 1, 2013, and a tax of \$0.25 on such mortgage if the principal debt or obligation which is or by any contingency may be secured by such mortgage is less than \$100.00.

Section 7

This Local Law shall take effect December 1, 2013. A certified copy of this Local Law shall be mailed to the Commissioner of Taxation and Finance at the Commissioner's Office in Albany, New York at least 30 days prior to the date this Local Law shall take effect. Certified copies of this Local Law shall be filed with the Cortland County Clerk, the Secretary of State and State Comptroller within five days after the Local Law is enacted.

**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 2nd day of January, 0001 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 2nd day of January, 0001.

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF ANTHONY PACE, LEGISLATIVE DISTRICT 7 RESOLUTION NO. 308-13

Authorize Agreement (MUNIS)

WHEREAS, the Contractual Agreement with Tyler Technologies/MUNIS for County wide financial software used in various County Departments will expire on December 31st, 2013
AND

WHEREAS, a new Contractual Agreement with Tyler Technologies/MUNIS has been received for the period 12/31/2013 thru 12/31/2014 totaling \$34,897.47 to be paid from account A1680-1680-5-4004-00

NOW, THEREFORE BE IT,

RESOLVED, that the Chairman of the Cortland County Legislature be and hereby is authorized to sign an agreement on behalf of the Cortland County Information Technology Department, upon the approval of the County Attorney.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF ANTHONY PACE, LEGISLATIVE DISTRICT 7 RESOLUTION NO. 309-13

Amend 2013 Budget County Attorney Assigned Counsel / Professional Services

WHEREAS, the Cortland County Legislature has set forth funds in the 2013 County budget for the payment of legal fees submitted by attorneys that are appointed to represent indigent defendants, AND

WHEREAS, the appropriated funds set forth in the Professional Services line of the County Attorney's Office 2013 budget has been expended, it is necessary to appropriate additional funds for the fiscal year 2013, NOW, THEREFORE, BE IT

RESOLVED, that the 2013 County Budget be and hereby is amended as follows:

Increase:

Expenses:

A1420.54055	Professional Services	\$125,000.00
-------------	-----------------------	--------------

A359900	Appropriate Fund Balance	\$125,000.00
---------	--------------------------	--------------

STATE OF NEW YORK) SS:
COUNTY OF CORTLAND)

This is to certify that I, the undersigned, Clerk of the Cortland County Legislature, have compared the foregoing copy with the original now on file in this office, and that the above actions were passed by the Cortland County Legislature on the 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)

ON MOTION OF MICHAEL PARK, CHAIR, LEGISLATIVE DISTRICT 11 RESOLUTION NO. 0-1

Resolution Advocating New York State to Increase Funding for Public Transportation and Allow for Local Distribution of Department of Health Transportation Funds

WHEREAS, Public transit is the key to independence for many, to individual health and to a healthier, cleaner community, and can contribute to a more robust economy, while the most vulnerable population relies on public transportation for their health and quality of life, AND

WHEREAS, more than 181,000 rides per year are provided to Cortland county residents through First Transit which offers a clean, friendly and safe atmosphere for the most vulnerable populations in Cortland County, AND

WHEREAS, for more than 20 years the New York State Department of Health has provided funds to the Department of Social Services to provide the essential service of providing for and arranging for non-emergency Medicaid transportation services for medical appointments, AND

WHEREAS, the Department of Social Services contracted with First Transit, Inc. for said transportation services which included a State approved method of paying a share of costs for operating public transportation to benefit all Medicaid recipients using the system to get to medical appointments, , AND

WHEREAS, in 2010, the State Department of Health was given statutory authority under 365-h of Social Services Law to assume the administrative management of non-emergency transportation from counties and has since mandated that a private Medicaid brokerage system be implemented, which began in Cortland County October 1, 2013, AND

WHEREAS, Medical Answering Services (MAS) from Syracuse was awarded the state contract and rides that would have been previously assigned to the public transit were switched to taxis and ambulette/ambulance providers, many from outside the county, AND

WHEREAS, the intent of the NYS Dept. of Health take over granted by 365-h was to reduce Medicaid costs and payments, but without public transportation available in Cortland County Medicaid recipients in need of non-emergency transportation services will no longer be able to pay for their own trips to medical appointments using the public system, AND

WHEREAS, Medicaid eligible riders will be forced to seek approval for taxi transportation from the State which will increase the overall costs of non-emergency transportation paid for by Medicaid, AND WHEREAS, the elimination of Medicaid funding to support the portion of ridership attributed to Medicaid recipients using public transportation has

dramatically impacted the public transit system in Cortland County, and as a result Cortland County may be facing a total loss of public transit in the county by the end of 2013, NOW, THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby opposes this mandate to work with an out-of-county brokerage firm, thus indirectly jeopardizing the public transit system that has benefitted County residents for the last 20 years, AND BE IT FURTHER

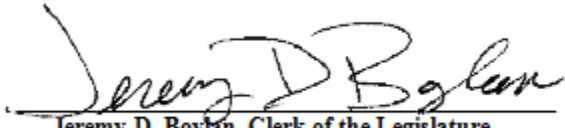
RESOLVED, that the Cortland County Legislature requests that NYS pay a fair share of public transportation to support the general Medicaid ridership that relies on the system to independently get to their medical appointments, AND BE IT FURTHER

RESOLVED, that the Cortland County Legislature calls upon our state representatives to act on behalf of those in need here in Cortland County to assist in saving the public transit system by repealing the mandated brokerage service and allowing local control over non-emergency Medicaid transportation, AND BE IT FURTHER

RESOLVED, that a copy of this resolution be sent to Governor Andrew Cuomo, the NYS Association of Counties, State Senator James Seward, Assembly Speaker Sheldon Silver, and Assembly persons Barbara Lifton, Gary Finch, and Brian Kolb, and counties throughout NYS that are facing similar problems providing public transportation due to yet another NYS mandate.
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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

ON MOTION OF MICHAEL PARK, CHAIR, LEGISLATIVE DISTRICT 11 RESOLUTION NO. 1-1

Set Public Hearing Date for Tentative 2014 Budget

WHEREAS, the Cortland County Administrator (Budget Officer) for the County of Cortland land prepared and filed with the Cortland County Legislature a Tentative Budget for the fiscal year commencing January 1, 2014 and ending December 31, 2014, and the Budget & Finance Committee has recommended changes to said budget, NOW, THEREFORE, BE IT

RESOLVED, that a Public Hearing upon the 2014 Tentative Budget be held on December 5, 2013, at 6:00 p.m. in the Cortland County Auditorium, Cortland County Office Building, 60 Central Avenue, Cortland, New York, 13045 and that the Clerk of the Legislature properly advertise said meeting in the county's designated newspaper.

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 2nd day of January, 0001 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 2nd day of January, 0001.


Jeremy D. Boylan, Clerk of the Legislature
Cortland County

Attachment: 2013-11-21 Cortland County Legislature - Full Minutes-1555 (1562 : Approve Minutes of November 21, 2013)



**CORTLAND COUNTY
REAL PROPERTY TAX SERVICES**

60 CENTRAL AVENUE
CORTLAND, NY 13045-2746

RANDY H. DEAL, IAO, CCD
DIRECTOR

TELEPHONE: (607)753-5040
FAX: (607)756-3448
E-MAIL: rdeal@cortland-co.org

December 2, 2013

Michael Park, Chairman
Cortland County Legislature

Dear Mr. Park,

In order to make it possible for me to modify my weekly work schedule and thereby saving Cortland County \$10,000 a year in my salary reduction, I would ask that you accept this as my letter of resignation as Real Property Tax Director for Cortland County. The effective date of this resignation will be December 30, 2013. It has been a pleasure working for the County and I have appreciated all of the support I have received in allowing me to move the County's G.I.S. program from a concept into reality.

The staff I have had the pleasure of working with is the "best" and I cannot say enough about their dedication and loyalty to me and to Cortland County. I could not have asked for better people to work with.

This resignation will take effect on Dec. 30, 2013 at 4:30pm.

Sincerely,

Randy H. Deal, I.A.O., C.C.D.

Cc: Anthony Pace, Chair
Budget and Finance Committee

Annette Barber, Personnel Officer

Attachment: Randys Resignation Effective Dec 30 2013 (1542 : Receive & File - Resignation of Real Property Director)

TENNATIVE 2014 GRADE AND STEP FOR MANAGEMENT CONFIDENTIAL
 BASED ON A 1.5% INCREASE

Grade	1 hire rate	2 2 year	3 4 year	4 6 year	5 8 year	6 10 year
1	\$77,069	\$80,153	\$83,358	\$86,692	\$90,159	\$93,766
2	\$71,691	\$74,561	\$77,542	\$80,643	\$83,868	\$87,224
3	\$66,691	\$69,358	\$72,132	\$75,018	\$78,018	\$81,138
4	\$62,037	\$64,518	\$67,100	\$69,783	\$72,575	\$75,477
5	\$57,709	\$60,018	\$62,418	\$64,914	\$67,511	\$70,212
6	\$53,683	\$55,830	\$58,063	\$60,385	\$62,801	\$65,313
7	\$49,937	\$51,936	\$54,012	\$56,173	\$58,420	\$60,757
8	\$46,452	\$48,312	\$50,246	\$52,254	\$54,344	\$56,518
9	\$43,213	\$44,941	\$46,739	\$48,608	\$50,552	\$52,574
10	\$40,198	\$41,806	\$43,479	\$45,216	\$47,027	\$48,907
11	\$34,107	\$35,471	\$36,890	\$38,366	\$39,900	\$41,496

Management Confidential

5	\$19.6966	\$20.4845	\$21.3039	\$22.1560	\$23.0422	\$23.9640
4	\$18.2070	\$18.9352	\$19.6926	\$20.4804	\$21.2995	\$22.1516
3	\$17.5066	\$18.2070	\$18.9352	\$19.6926	\$20.4804	\$21.2995
2	\$16.8334	\$17.5066	\$18.2070	\$18.9352	\$19.6926	\$20.4804
1	\$16.1859	\$16.8334	\$17.5066	\$18.2070	\$18.9352	\$19.6926

NOTE: Change annual salaries to hourly when computing salaries for individuals in Grade 1-11 if there is a step movement. There are 261 work days in 2014.

2014

<u>Grade 1</u> Public Defender County Attorney Commissioner of Social Services Director of Information Technology Public Health Director Director, Comm. Mental Health Services	<u>Grade 2</u> Supt. Highways Sheriff	<u>Grade 3</u> Undersheriff Personnel Officer	<u>Grade 4</u> Probation Director II County Auditor Deputy Highway Supt. Deputy Public Health Director Director of Planning County Clerk Asst. District Attorney Asst. Public Defender Asst. County Attorney Social Services Attorney Director of Emergency Response & Communications Deputy Director of Information Technology
<u>Grade 5</u> Director, Agency on Aging Director, Real Property 1 Grant Administrator Director of Environmental Health	<u>Grade 6</u> Director Hospice Director of Social Services Director of Administrative Services Clinical Dir of MH Programs Director of Jacobus Center	<u>Grade 7</u> Bldg. & Gr. Superintendent Medical Director Medical Advisor	<u>Grade 8</u> Deputy Personnel Officer Fiscal Manager Public Health Program Manager
<u>Grade 9</u> Emp. & Training Director Family Support Services Director	<u>Grade 10</u> Fiscal Officer Clerk –Legislature Dir. of Veterans' Services Agency Dir. of Weights and Measurers Administrative Services Manager	<u>Grade 11</u> Deputy County Clerk Motor Vehicle Director Asst. Director of Emergency Response & Communications Safety Officer Coroner County Treasurer Fiscal Officer Trainee	

MANAGEMENT COMPENSATION

<u>Grade 1</u> Secretary I Secretary to County Attorney Election Clerk	<u>Grade 2</u> Secretary II Secretary to Co. Administrator Investigator Secretary to County Administration Secretary to the Commissioner of Social Services	<u>Grade 3</u> Sr. Election Clerk Secretary to Sheriff Secretary to D. A.	<u>Grade 4</u> Paralegal Personnel Tech. Trainee Payroll Coordinator Office Manager	<u>Grade 5</u> Audit/Accounts Payable Specialist Personnel Technician
---	---	--	---	---

Attachment: ManagementCompPlan Descrip title chgs for 2014 (1481 : Amend Grade and Step for 2014 Management/Management Conf.)

EFFECTIVE FOR FEB. 1, 2014
HEALTH/DENTAL/VISION INSURANCE RATES

HEALTH INSURANCE RATES

2013 RATES

Individual	\$682.69
Family	\$1660.54

2014 RATES

\$ 696.34	+2%
\$1693.75	+2%

Employees	Total Monthly Premium	Employee Monthly Share	County Monthly Share	Employee Share Per Pay Check	County Share Per Pay Check
S10	696.34	69.63	626.71	32.17	289.25
S20	696.34	139.27	557.07	64.25	257.13
S30	696.34	208.90	487.44	96.42	224.99
F10	1693.75	169.38	1524.37	78.20	703.55
F20	1693.75	338.75	1355.00	156.36	625.42
F30	1693.75	508.13	1185.62	234.53	547.19

DENTAL INSURANCE RATES – no change

	2013 Rate	2014 Rate	Emp. Mo. Share	County Share	Emp Share/Pay
Single	12.00	12.00	6.00	6.00	2.78
Family	48.00	48.00	42.00	6.00	18.76

VISION INSURANCE RATES – no change

	2013 Rate	2014 Rate	Emp. Mo. Share	County Share	Emp Share/Pay
Single	3.25	3.25	1.63	1.63	0.75
Family	13.00	13.00	11.37	1.63	5.00

COBRA INSURANCE MONTHLY

	HEALTH	DENTAL	VISION
Single	710.27	12.24	3.31
Family	1727.63	48.96	13.26

RETIREEES

S10% w/o MC	\$69.63 - 0 = 69.63	F10% w/o MC	169.38 - 0 = 169.38
S10% w/ MC	69.63 - 104.90 = 0	F10% w/MC	169.38 - 104.90 = 64.48
S20% w/o MC	139.27 - 0 = 139.27	F20% w/o MC	338.75 - 0 = 338.75
S20% w/ MC	139.27 - 104.90 = 34.37	F20% w/MC	338.75 - 104.90 = 233.85
S30% w/o MC	208.90 - 0 = 208.90	F30% w/o MC	508.13 - 0 = 508.13
S30% w/MC	208.90 - 104.90 = 104.00	F30% w/MC	508.13 - 104.90 = 403.23

SURVIVORS	TOTAL PREMIUM/MO.	MEDICARE PART B/ COUNTY SHARE	SURVIVOR'S MONTHLY SHARE
Single w/o MC	696.34	0	696.34
Single w/MC	696.34	104.90	591.44



Working for a Healthy Community

TO: Cortland County Legislature, APE Committee
 FROM: Jackie Carlton Leaf, Executive Director, SVHC
 DATE: December 2, 2013
 RE: No-Cost Time Extension of JARC and New Freedom Funding

Seven Valleys Health Coalition currently contracts with Cortland County to operate the Mobility Management program which is funded through 5316 (Jobs Access and Reverse Commute) and 5317 (New Freedom) funds. The current contract is for the period of January 1, 2012 – December 31, 2013. We have not expended all of the funds and are requesting a no-cost time extension through June 30, 2014.

There reasons for the un-expended funds include:

- The previous grant (2010 – 2011) had carry over that covered personnel and overhead expenses through the first quarter of 2012. That carry-over is rolling forward in 2014, as was expected.
- Funds were budgeted to co-train and cross train drivers of the SUNY system and First Transit. We were unsuccessful in coordinating this effort.
- A significant amount of funding was budgeted for advertising and media. The intent was to develop a new bus schedule that included a detailed map of the city of Cortland, which would be printed on a z-card that is easily folded into a pocket size card. We were also planning to develop a media campaign to increase ridership on the buses. Media experts are very costly.
 - This initiative was pushed back several times. First, we were waiting for the results of the Technical Assistance Grant from CTAA, which was helping us to devise new, more efficient bus routes. The CTAA technical assistance started about 6 months behind schedule and we did not get their results until the end of 2012.
 - The Transportation Advisory Committee (TAC) spent the beginning of 2013 planning a roll-out for the new routes, but it soon became apparent that Medicaid Re-Design would likely change our public transportation system and TAC agreed it would be prudent to wait and see how MRD would affect our public transit system.
 - The interim bus schedule and the new bus design were developed by our AmeriCorps member, thus saving about \$20,000 that would have been spent on a graphic design firm.

Attached to this memo is a spread sheet that shows the 2-year budget, actual expenses through December 31, 2012 and how I am proposing that we use the carry-over funds. Please note this is the actual federal dollars only. These figures do not include the match although the matching funds have been identified.

Notes to the Proposed 2014 No-Cost Time Extension:

1. **Personnel** are increased from 1.25 FTE to 1.9 FTE staff from 1/1 – 3/31/14. The additional staff is SVHC's media specialist, who is currently our AmeriCorps volunteer. Her term ends in December and we are hiring her as our Media Specialist. We will seek permission from the county to sell advertising space on the buses and bus shelters as a means to generate revenue toward operating Cortland Transit. Using the grant to pay a staff person rather than hiring this out to a firm will allow all 100% of the marketing funds to be directed back to the transit system. After 3/31/14, the staffing will decrease to 1.6 FTE because once we get this project rolled out, the time needed to oversee it will decrease.
2. **Consultants:**
 - Bookkeeping services have increased, and computer support was less than anticipated.
 - Web site maintenance has decreased because our AmeriCorps member has been able to do a lot of that work and we are moving all of our web site work to her, as our media specialist in January.
 - We put off finding an evaluation consultant due to the CTAA grant, but believe it is still a valuable initiative.
 - HSC of Tompkins County operates our 2-1-1 system, which serves as a one-stop call center for people with questions about transportation. \$2500 represents 1/3 of the quarterly expense for this program.
 - The AmeriCorps grant was not funded for 2014 and this funding was moved into salaries.
3. **Programs Expenses:** This is the portion of funding that requires the extension to run until 6/30/14, while the personnel will be expended by 3/31/14.
 - Advertising and Media funds will be used to produce and print the z-card maps, to run a media campaign to encourage ridership, and to get the initiative to sell advertising space on the buses and bus shelters off the ground. Having as media specialist assigned to this task will provide the human resources needed to get this done. We will also use about \$5,000 of this funding to promote 2-1-1.
 - Events and Conferences funds will now be used to offer various trainings (such as ADA) to taxi cab drivers and to train volunteer drivers.
 - Capital is increased to cover the cost of hosting and maintaining the dispatch software for the first half of 2014.
4. **Overhead:** Includes rent, utilities, liability insurances, telephone, internet, office supplies, printer/copy/fax usage, postage, and such through 3/31/14.

Cortland County Public Transportation System Title VI Plan

I. Plan Statement

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be rejected to discrimination under any program or activity receiving Federal financial assistance” (42 U.S.C. Section 2000d).

Cortland County Planning Department is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1A.

This plan was developed to guide Cortland County and its private transit operator in its administration and management of the Title VI as related to Cortland County’s public transit services.

II. Title VI Information Dissemination

Cortland County and its private transportation provider provide information to the public regarding the Public Transportation Title VI Policy and Procedures.

A notice (a copy is attached) with the Title VI information has:

- A statement that no person, on the grounds of race, color, or national origin, shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in utilizing its public transportation system.
- A description of the procedure to request additional information on the County’s non discrimination obligations. The notice contains the contact information of the County Title VI Officer.
- The contact information for filing a direct complaint with the Federal Transportation Administration.

The Notice and Complaint Procedures are attached which describe the process of filing a complaint and the County’s responsibilities to the handling of that complaint.

- The Cortland County Transportation system operates its programs and services without regard to color, race, or national origin in all accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the Cortland County Planning Department.
- For more information on the Cortland County Transportation Systems Civil Rights program, and the procedures to file a complaint, contact the Cortland County Planning Department's website at www.cortland-co.org, or email ddineen@cortland-co.org, or call (607) 753-5043 or mail to Cortland County Planning Department, Title VI Officer, 37 Church Street, Cortland, NY 13045.
- A complaint may be filed directly with the Federal Transit Administration by filing a complaint with the Office of Civil Rights, Attention Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.
- If information is needed in another language, contact (607)-753-5043

III. Subcontracts and Vendors

All subcontractors and vendors who receive payments from Cortland County through the Cortland County Planning Department where funding originates from any Federal Transportation assistance are subject to the provisions of the Title VI or the Civil Rights Act of 1964 as amended.

Written contracts shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

IV. Record Keeping

The Public Transportation Title VI Officer will maintain permanent records, which include, copies of the Title VI complaints or lawsuits and related documentation, and records of correspondence to and from complainants, and Title VI investigations.

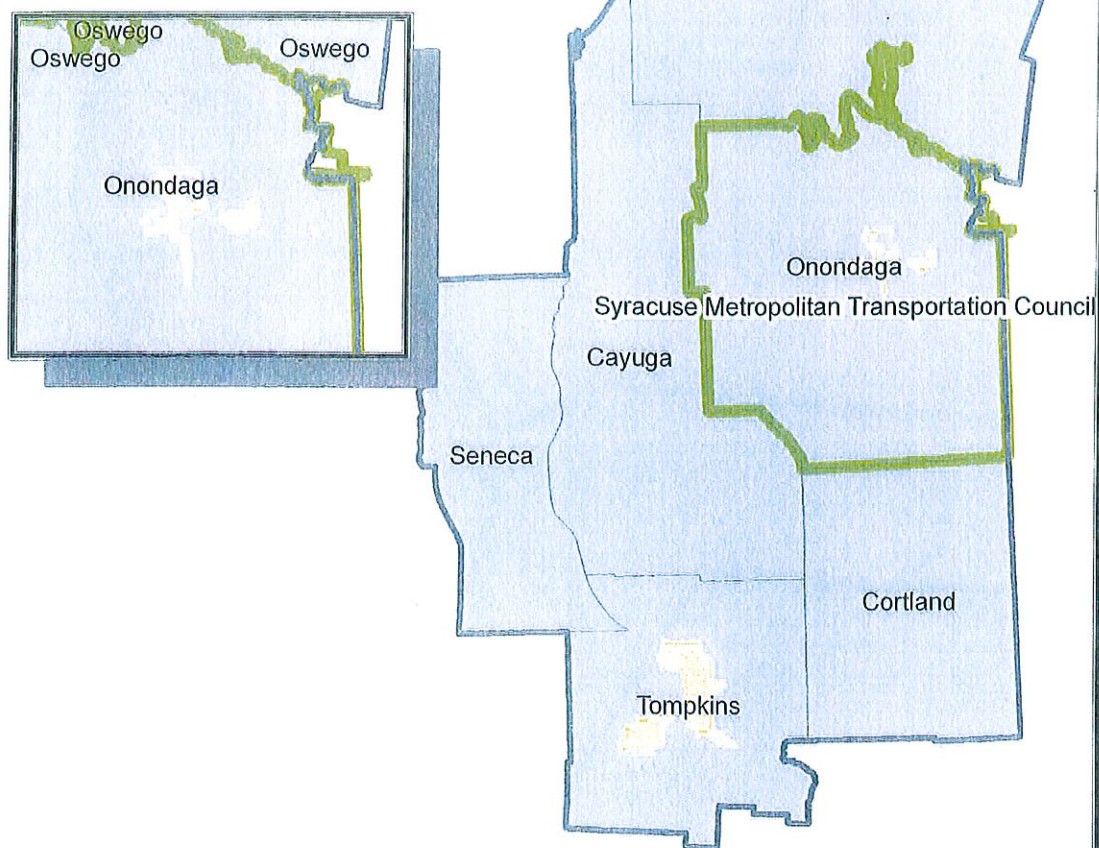
V. Limited English Proficiency (LEP) Plan

A limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write or understand English. This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training staff, how to notify LEP persons that assistance is available, and information for future plan updates. In developing the plan while determining private transit operator's extent of obligation to provide LEP services, the Cortland County Planning Department undertook a U.S. Department of Transportation four factor LEP analysis which considers the following:

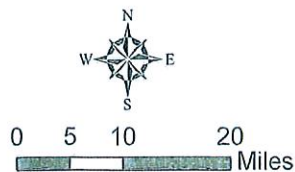
- The number or proportion of LEP persons eligible in the private transit operator's service area and those who may be served or likely to encounter the private transit operator's service.
- The frequency with which LEP individuals come in contact with a private transit operator's service
- the nature and importance of the service provided by the private transit operator to the LEP population
- the resources available to the private transit operator and overall cost to provide LEP assistance.

According to the Census data Cortland County has no significant LEP population at this time. (See attached Region 3 LEP Population by Census Map)

Region 3 LEP Population by Census Tract



- Region 3
- Syracuse Metropolitan Transportation Council
- Not a significant LEP population
- Significant LEP population



Data Source: ACS Data, 2005-9 5 year survey compilation,
Copyright US Census Bureau and used under General Public Permission

VI. Environmental Justice Program

Responsible Person: Daniel S. Dineen, Director of Planning, Cortland County Planning Department

If it is pertinent at the time to any public transportation federal funding, Cortland County shall integrate the goals of the U.S. Order of Environmental Justice into any transit construction projects that require a documented Categorical Exclusion (CE), and Environmental Assessment (EA), or an Environmental Impact Statement (EIS). The County will integrate an environmental justice analysis into the NEPA documentation of construction projects for any documented CE, any EA, and any EIS. The analytical information will include:

- A description of the low-income and minority population within the area affected by the project, and a discussion of the method used to identify these populations.
- A discussion of all adverse effects of the project both during and after construction that would affect the identified minority and low-income populations.
- A discussion of all positive effects that would affect the identified minority and low-income populations; a description of all mitigation and environmental enhancement actions incorporated into the project to address the adverse effects.
- A discussion of the remaining effects, if any, and why further mitigation is not proposed.
- A comparison of mitigation and environmental enhancement actions that affect predominately low-income and minority areas with mitigation implemented in predominately non-minority and non-low income areas.

VII. Community Outreach

Cortland County receives federal assistance in its efforts to commence studies to explore possible service expansion through possible coordination with other public transit agencies, review new funding options and sustainability of service. The public is invited to participate in the process whether through public meetings or surveys.

Cortland County has a Transportation Advisory Committee (TAC) which includes several agencies with the County, including but not limited to DSS, Veterans, Access to Independence, SUNY Cortland, Area of the Aging, TC3 Community College, Catholic Charities, CAPCO, OCM BOCES, JM Murray Center, Seven Valleys Health Coalition, Cortland Career Works, and Finger Lakes Independence Center.

When a new service is proposed it is taken before the Transportation Advisory Committee (TAC) to discuss the feasibility of extending the service. Meetings are scheduled every other month, unless otherwise needed.

VIII. Disadvantaged Business Enterprise/Equal Employment Opportunity

Cortland County is responsible for ensuring that Disadvantage Business Enterprises are provided the maximum opportunity to compete for and perform contracts and subcontracts financed in whole or in part with federal funds. In addition, Cortland County will not discriminate on the basis of race, color, national origin, or sex in the award and performance of FTA-assisted contracts.

In compliance with US Department of Transportation (DOT) 49 CFR Part 26, where Cortland County Transportation receives more than \$250,000 in FTA funds, excluding bus procurements, Cortland County includes New York State and US Government clauses in all contracts with contractors and/or subcontractors which include the DBE and EEO clauses. All contracts with contractors and/or subcontractors are filed with NYSDOT.

When submission of a DBE Plan is not required the following steps are taken to assure opportunity to compete for and perform contracts and subcontracts financed in whole or in part with federal funds to Disadvantage Business Enterprises.

1. Good faith efforts are made to ensure participation – As required good faith efforts will be performed to ensure a level playing field is provided. Upon request all recent good faith effort activity will be provided in a format similar to that described in Appendix 2;
2. Current listing of DBE firms – The grantee will maintain and produce, upon request, a current listing of qualified DBE firms and locations (websites, etc) it utilizes to find and reach out to DBE firms;
3. Procedures in place to ensure work is performed - Once contracts are engaged the grantee, in cooperation with the prime or subprime contractors, will work with DBE firms to ensure success towards meeting their commitments. This includes regular oversight and review of work performed by the prime, subprime and DBE subcontractors. Additionally, prime contractors are required to submit invoices with documentation confirming the level of participation and payments to subcontractors and DBE's.
4. Complaint procedures – The complaint procedures found in this document serves as the process for filing a complaint.
5. Listing of any complaints received, current status and resolution if applicable – All complaints are documented and filed for future reference and available upon request.
6. The grantee will continue to work to obtain the participation of DBEs by developing solicitations that meet requirements. For more information regarding

the DBE program please contact: Daniel S. Dineen, Cortland County Planning Department, 37 Church Street, Cortland, New York 13045.

IX. Equal Employment Opportunity

When applicable, Cortland County will comply with all Equal Employment Opportunity requirements which include receiving capital assistance in excess of 1 million or planning assistance in excess of \$250,000 and having more than 50 transit employees. If Cortland County Transportation meets any of these requirements Cortland County will need to ensure that an EEO program is implemented and provide updates every three years to NYSDOT to ensure compliance. Cortland County will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or handicap. Cortland County assures to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regards to race, color, creed, national origin, sex or age and post in a conspicuous area and make available to employees and applicants for employment notices setting forth an EEO policy. Cortland County includes New York State and US Government clauses in all contracts with contractors and/or subcontractors which include the DBE and EEO clauses. All contracts with contractors and/or subcontractors are filed with NYSDOT.

X. Title VI Complaint Procedures

The Title VI Complaint Procedures are attached

APPENDIX 2
Guidance Concerning Good Faith Efforts

Good Faith Efforts procedures must be documented on contracts utilizing federal funds that have an established DBE goal. Award requires a bidder/offeror be able to show good faith efforts were performed to meet the goal. A good faith effort is defined as one where the bidder:

1. *Documents that it has obtained enough DBE participation to meet the goal; or*
2. *Documents adequate good faith efforts, even though it did not meet the goal.*

This appendix "Guidance Concerning Good Faith Efforts" provides grantees with suggested types of actions they should perform/document to demonstrate good faith efforts.

These efforts must be active steps, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) is not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract DBE participation goal.

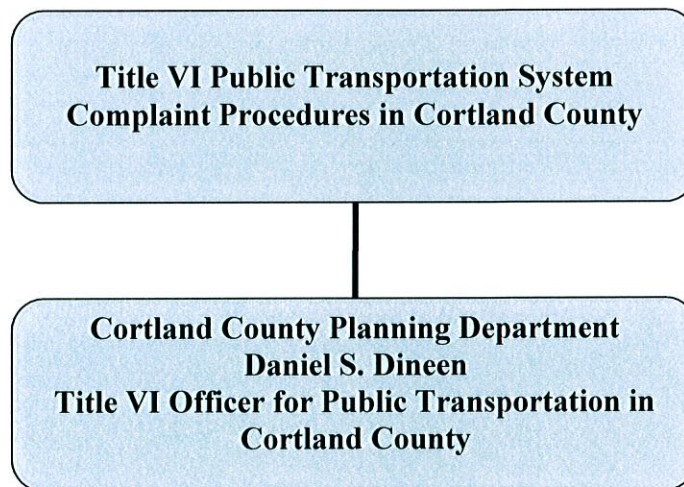
The following, which is not all inclusive, list types of actions which indicate good faith efforts on the part of a bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract.

1. *Attendance at a pre-bid meeting, if any, scheduled to inform DBEs of subcontracting opportunities under a given solicitation.*
2. *Advertisement in general circulation media, trade association publications, and minority-focus media.*
3. *Written notification to capable DBEs that their interest in the contract is solicited.*
4. *Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:*
 - a. *The names, addresses, and telephone numbers of DBEs contacted and the date.*
 - b. *A description of the information provided to DBEs.*
 - c. *A statement explaining why additional agreements with DBEs were not reached.*
5. *For DBE bidders contacted but rejected as unqualified, the reason for that conclusion.*
6. *Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder.*
7. *Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.*
8. *Documentation that the bidder has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.*
9. *Evidence that adequate information was provided to DBEs about the plans, specifications and requirements of the contract, and that information was communicated in a timely manner.*

Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

Cortland County Public Transportation System Title VI Compliant Procedures

Cortland County Planning Department and its private transit operator provide information to the public regarding their Title VI obligations, apprise the public of the protections against discrimination.



Cortland County Planning Department manages FTA grants provided to the Cortland County's private transit operator. The Cortland County Planning Department also manages FTA grant provided to third party contractors including Seven Valley Health Coalition. All complaints are filed with the Cortland County Planning Department, Title VI Officer who investigates and resolves all complaints.

Any person may file a Title VI complaint with the Cortland County Planning Department in regards to the public transportation system within Cortland County. Contact information is Cortland County Planning Department, Title VI Officer, 37 Church Street, Cortland, NY 13045.

Public Transportation Title VI Notice and Complaint Procedures Cortland County Planning Department

A. Policy

The Cortland County Public Transportation System does not discriminate against individuals based on race, color, religion, national origin, age, sex, disability (physical or mental impairment), genetic pre-disposition or carrier status, creed, arrest/convictions, marital status, sexual orientation, military status, and/or retaliation, in its public transportation system and will provide reasonable accommodations to individuals with a disability or Limited English Proficiency (LEP) who require such to benefit from our services.

B. Additional Information about Nondiscrimination

Title VI Public Transportation Officer will provide additional information about its obligations to not discriminate in providing public transportation services within Cortland County, under Federal, New York State and County Law, to members of the public upon written request to:

Daniel S. Dineen
Public Transportation Title VI Officer
Cortland County Planning Department
37 Church Street
Cortland, New York 13045
Phone: (607) 753-5043
Fax: (607) 763-5150

C. Complaint Process – Filing a Complaint

1. Who may file a complaint: Any one who believes that they have been subjected to discrimination may file a complaint. An authorized representative may be designated to file a complaint on the behalf of the complainant.
2. Where and who to file with: A complaint may be filed with Daniel S. Dineen, Public Transportation Title VI Officer.
3. Content of Complaint: The complaint must be in writing and signed by the complainant or their designated representative. The complaint must contain the following:
 - a) Your full name, address, and telephone number, and the name of the party discriminated against.
 - b) The name of the agency, organization, or institution that you believe has discriminated
 - c) A description of the act or acts of discrimination, the date or dates of the discriminatory acts, and the name or names of the individuals who

you believe discriminated; and other information that you believe necessary to support the complaint. Do not send original documents (Retain them)

d) Sign and send the letter to:

Daniel S. Dineen
Public Transportation Title VI Officer
Cortland County Planning Department
37 Church Street
Cortland, New York 13045
Phone: (607) 753-5043
Fax: (607) 753-5150

4. If complaint needs assistance to write the complaint and are unable to locate someone to assist them, Public Transportation Title VI Officer will, upon request, assist you in locating an advocate or representative who is not associated with Cortland County or the third party provider to assist you.
5. Within 10 working days of having received the complete complaint the Public Transportation Title VI Officer will meet with you personally or by telephone to TTY. The purpose of the meeting will be to resolve the complaint. If an auxiliary aid or service at the meeting (i.e, interpreter, reader, large print, Braille materials, or cassette tape) is needed, a complainant or their designated representative must let the Public Transportation Title VI Officer know in advance so he or she may effectively communicate with them.
6. Within 15 calendar days of the meeting, the Public Transportation Title VI Officer will respond in writing, and where appropriate, in format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the Public Transportation Title VI Officer and offer options for substantive resolution of the complaint.
7. If the response does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the Public Transportation Title VI Officer at the same address. Within 15 calendar days after the receipt of the appeal, the Public Transportation Title VI Officer will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the Public Transportation Title VI Officer will respond in writing, and where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints, appeals to the Public Transportation Title VI Officer, and responses will be retained by the Cortland County Planning Department for at least 5 years.

8. **Federal Complaint Procedures for Public Transportation Services**
 The Cortland County Planning Department administers Federal Transit Administration funding for public transportation services operated within Cortland County by the public transit operator. Non-discrimination based on issues involving race, color, national origin, sex, age or disability in public transportation is protected under Title VI and related Federal statutes. Therefore, there is a Federal Title VI complaint procedure for public transportation services receiving Federal funding in Cortland County. Filing a complaint directly with the Federal Transit Administration is an alternative to using the Cortland County Public Transportation Title VI Officer process.

1. Applicability

The complaint procedures apply to the beneficiaries of the U.S. Department of Transportation's programs, activities, and services, including but not limited to the public, contractors, subcontractors, consultants and other sub-recipients of Federal funds.

2. Eligibility

Any person who believes that he/she has been excluded from participation in, denied benefits or services of any public transportation program or activity administered by the Public Transportation System within Cortland County or is sub recipients, consultants, and contractors on the basis of race, color, national origin, sex, age, or disability may file a complaint of discrimination under Title VI and related statutes.

3. Where to File and Time Limitation

Complainants may file their initial Title VI complaint, or appeal a Public Transportation Title VI Officer's decision of a Title VI complaint, directly with the:

Title VI Program Coordinator
 FTA Office of Civil Rights
 East Building, 5th Floor – TCR
 1200 New Jersey Ave
 S.E. Washington, D.C. 20590

Or via their website www.fta.dot.gov/civilrights/title6/civilrights5104.html

Complaints must be filed no later than 180 days after:

The date of the alleged act of discrimination; or

The date when the person(s) became aware of the alleged discrimination; or

Where there has been a continuing course of conduct; the date on which the conduct was discontinued.

How to file Complaints

All Title VI and related statute complaints are considered formal as there is no informal process. Complaints must be in writing and signed by the complainant. Complaints must include the complainant's name, address and phone number and be detailed to specify all issues and circumstances of the alleged discrimination.

Complaint Basis

All Title VI allegations must be based on issues involving race, color, national origin, sex, age or disability.

9. Reasonable Accommodations

The Cortland County Planning Department in regards to the Cortland County Public Transportation System provides reasonable accommodations for person with Limited English Proficiency (LEP) and persons with disabilities (physical or mental illness).

The Cortland County Planning Department in regards to the Cortland County Public Transportation System may deny accommodations, when a person, after being given reasonable opportunity fails or refuses to comply with the request to provide appropriate documentation where the disability is not readily apparent.

The Cortland County Public Transportation System provides its transit services to ensure equal opportunities for individuals with disabilities or LEP. The Public Transit system in Cortland County provides special benefits to people with disabilities but people with disabilities cannot be compelled to participate in those programs in accordance with the requirements of the Title II of the American Disabilities Act of 1990 ("ADA").

**Federal Transit Administration
Office of Civil Rights
Complaint Form**

Section I

Name: _____

Address: _____

Telephone Numbers:

(Home) _____ (Work) _____

Electronic Mail Address: _____

Accessible Format Requirements?

Large Print _____ Audio tape _____

TDD _____ Other _____

The Federal Transit Administration (FTA) Office of Civil Rights is responsible for civil rights compliance and monitoring, which includes ensuring that providers of public transportation properly abide by Title VI of the Civil Rights Act of 1964, Executive Order 12898, "Federal Actions To Address Environmental Justice in Minority Populations and Low Income Populations," and the Department of Transportation's Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries.

In the FTA complaint investigation process, we analyze the complainant's allegations for possible Title VI and related deficiencies by the transit provider. If deficiencies are identified they are presented to the transit provider and assistance is offered to correct the inadequacies within a predetermined timeframe. FTA also may refer the matter to the U.S. Department of Justice for enforcement.

Section II

Are you filing this complaint on your own behalf?

Yes _____ No _____

[If you answered "yes" to this question, go to Section III.]

If not, please supply the name and relationship of the person for whom you are complaining:

Please explain why you have filed for a third party. _____

Please confirm that you have obtained the permission of the aggrieved party if you are filing on behalf of a third party.

Yes ____ No ____

Section III

Have you previously filed a Title VI complaint with FTA? Yes ____ No ____

If yes, what was your FTA Complaint Number? _____

[Note: This information is needed for administrative purposes; we will assign the same complaint number to the new complaint.]

Have you filed this complaint with any of the following agencies?

Transit Provider ____ Department of Transportation ____

Department of Justice ____ Equal Employment Opportunity Commission ____

Other _____

Have you filed a lawsuit regarding this complaint? Yes ____ No ____

If yes, please provide a copy of the complaint form.

[Note: This above information is helpful for administrative tracking purposes. However, if litigation is pending regarding the same issues, we defer to the decision of the court.]

Section IV

Name of public transit provider complaint is against:

Contact person: _____ Title: _____

Telephone number: _____

On separate sheets, please describe your complaint. You should include specific details such as names, dates, times, route numbers, witnesses, and any other information that would assist us in our investigation of your allegations. Please also provide any other documentation that is relevant to this complaint.

Section V

May we release a copy of your complaint to the transit provider?

Yes ____ No ____

May we release your identity to the transit provider?

Yes ____ No ____

Please sign here: _____

Date: _____

[Note - We cannot accept your complaint without a signature.]

Please mail your completed form to: Title VI Program Coordinator, FTA Office of Civil Rights, East Building, 5th Floor – TCR, 1200 New Jersey Ave., S.E., Washington, D.C. 20590

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: T838425 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Cortland County 60 Central Avenue Cortland NY 13045	TYPE OF PROGRAMS: WM2012 EMPG CFDA NUMBER: 97.042 DHSES NUMBERS: WM12838425
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588	INITIAL CONTRACT PERIOD: FROM 06/01/2012 TO 05/31/2014 FUNDING AMOUNT FOR INITIAL PERIOD: \$23,022.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ☒ APPENDIX A Standard Clauses required by the Attorney General for all State contracts ☒ APPENDIX A1 Agency-specific Clauses ☒ APPENDIX B Budget ☒ APPENDIX C Payment and Reporting Schedule ☒ 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: Michele Wahrlich , Contracts Manager Date: 06/03/2013 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Hon. Michael R Park Chairman, County Legislature Date: 06/03/2013	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Award Contract
Project No.
EM12-1017-D00

Grantee Name
Cortland County

EMPG

06/03/2013

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

Project No. Grantee Name
EM12-1017-D00 Cortland County

06/03/2013

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

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

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

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

<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.

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

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 - Michael Park on 06/03/2013

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

Project No.
EM12-1017-D00

Grantee Name
Cortland County

06/03/2013

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

Award Contract

EMPG

Project No.

Grantee Name

EM12-1017-D00

Cortland County

06/03/2013

Appendix B - Project BudgetBudget Summary by Participant

Cortland CountyCortland County Department of Fire & Emergency Management - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnel Costs to Support Authorized Emergency Management Activities	1	\$46,044.00	\$46,044.00	\$23,022.00	\$23,022.00
			Total	\$46,044.00	\$23,022.00	\$23,022.00

Cortland County Department of Fire & Emergency Management Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$46,044.00	\$23,022.00	\$23,022.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$46,044.00	\$23,022.00	\$23,022.00

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

Project No.
EM12-1017-D00

Grantee Name
Cortland County

06/03/2013

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

Award Contract

EMPG

Project No.

Grantee Name

EM12-1017-D00

Cortland County

06/03/2013

Appendix D - Program Workplan and Special ConditionsWork Plan

Goal

To assist local governments in preparing for all hazards

Objective #1

G & T Workplan Code - 24. Develop/enhance homeland security/emergency management organization and structure.

Investment Justification - Emergency Management Performance Grant

Target Capability

Primary - Planning

To build and sustain emergency management capabilities

Task #1 for Objective #1

Conduct allowable planning activities to enhance emergency management capabilities.

Performance Measure

- 1 Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #2 for Objective #1

Conduct assessment to identify training needs related to emergency management capabilities. Provide DHS-approved training to appropriate personnel. EMPG funded personnel complete required NIMS training courses. Develop, maintain and submit a Multi-Year Training and Exercise Plan.

Performance Measure

- 1 Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Complete and attach Training Data report quarterly in e-grants. Multi-Year Training and Exercise Plan submitted to DHSES within the grant period. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #3 for Objective #1

Design, develop, conduct and/or participate in exercises using HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. EMPG-funded personnel must participate in at least three exercises per year. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

Performance Measure

- 1 Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Complete and attach Exercise Data Report quarterly in e-grants. Provide brief narrative describing how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Project No. Grantee Name
EM12-1017-D00 Cortland County

06/03/2013

APPENDIX A-1

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

GRANT CONTRACT

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) 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. Appendix A: Appendix A, Standard Clauses as required by the Attorney General for all State contracts, is hereby attached and incorporated in this Contract and takes precedence over all other parts of this Contract.

B. 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.

C. 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.

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

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).

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

E. 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
- 2) Modifications to the Face Page
- 3) Modifications to Appendices A-1, B, C and D
- 4) The Face Page
- 5) Appendices A-1 and Appendix B, Appendix C and Appendix D
- 6) Other attachments, including, but not limited to, the request for proposal or program application

F. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise. All personal pronouns used herein shall be considered general neutral. This Contract is 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.

G. 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).

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

I. 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.

J. 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.

K. 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.

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) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service 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 email, upon receipt.

3) 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 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.

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.

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.

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 forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. 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.

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:² 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:³ 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:⁴ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁵ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix

C(Payment and Reporting Schedule),

h) Fifth Quarter Payments:⁶ 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 ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) 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.

I. 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. 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/agencies/travel/travel.htm>.

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. 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(l)(7)(b) or (c) herein must make all procurements as noted below:

i. If the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee 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.

8) 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.

9) 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.

a) DHSES shall provide the Contractor with written notice of noncompliance.

b) 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.

c) 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.

10) 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.

a) By entering into this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

b) Additionally, Contractor agrees that after the list is posted on the OGS website, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before DHSES may approve a request for Assignment of Contract.

c) During the term of the Contract, should DHSES receive information that a person is in violation of the above-referenced certification, DHSES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DHSES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

d) DHSES reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

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) 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) 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) When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5) 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, and cost allocation plans, 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 OMB Circulars A-87, A-122, and/or A-21. 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, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the 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 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.

The Contractor shall include the provisions of subclauses 1 5 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:⁷ 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.

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. 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 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), 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 \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit 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.

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. 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.

E. 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) Administrative Requirements:

- a) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments
- b) 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

2) Cost Principles:

- a) 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
- b) 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
- c) 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
- d) Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations

3) Audit Requirements:

- a) OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

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: In accordance with federal requirements, a Contractor that receives during its fiscal year \$500,000 or more of federal funds from all sources, including this Contract, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit 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 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.'

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, 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.

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 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.

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.

Endnotes:

¹ As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

² 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.

³ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁴ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁵ 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.

⁶ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁷ Not applicable to not-for-profit entities.

VER 04/13

Certified by - Michael Park on 06/03/2013

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

Project No. Grantee Name
EM12-1017-D00 Cortland County

06/03/2013

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Grantees:

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. Grantee shall provide complete and accurate vouchers to the Agency 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 Grantee 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 Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Grantee 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 Grantee 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 Grantee. 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 Grantee for this program.

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

B. Interim and/or Final Claims for Reimbursement

1. Grantees 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 Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee 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 Grantee 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(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(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 Grantee'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 Grantee 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 Grantee may be required to submit a final budget reallocation.

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

2. The Grantee 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. 05/2013

Certified by - Michael Park on 06/03/2013

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

Award Contract

EMPG

Project No.

Grantee Name

EM12-1017-D00

Cortland County

06/03/2013

Special Conditions**I. ALL GRANT FUNDS:****A. Permissible Use of Funding**

1. Emergency Management Performance Grant (EMPG) funds must be used in accordance with the guidelines set forth in the EMPG application kit, which can be located at <http://www.fema.gov/fy-2012-emergency-management-performance-grants-program>.

2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with EMPG funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.dhses.ny.gov/planning/#strat>.

B. Record Requirements

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding EMPG 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. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for EMPG as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<https://www.rkb.us>).

2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using EMPG funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

D. Training & Exercise Related Activities

1. Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through DHSES for certification.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). 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 within 60 days of completion of the exercise.

3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

E. EHP Requirements

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in non-compliance finding. For your convenience, the screening form is available at: <http://www.dhses.ny.gov/grants/#ehp>

F. Equipment Maintenance Requirements

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

Attachment: 1017 grant contract (1470 : Accept Grant Award - 2012 LEMPG)

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: T838425 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR:(Name & Address) Cortland County 60 Central Avenue Cortland NY 13045	TYPE OF PROGRAMS: WM2012 EMPG CFDA NUMBER: 97.042 DHSES NUMBERS: WM12838425
FEDERAL TAX IDENTIFICATION NO: 15-6000452 MUNICIPALITY NO: (if applicable) 110100000 000 SFS VENDER NO: 1000002588	INITIAL CONTRACT PERIOD: FROM 06/01/2012 TO 05/31/2014 FUNDING AMOUNT FOR INITIAL PERIOD: \$23,022.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ☒ APPENDIX A Standard Clauses required by the Attorney General for all State contracts ☒ APPENDIX A1 Agency-specific Clauses ☒ APPENDIX B Budget ☒ APPENDIX C Payment and Reporting Schedule ☒ 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: Michele Wahrlich , Contracts Manager Date: 06/03/2013 State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. GRANTEE: BY: Hon. Michael R Park Chairman, County Legislature Date: 06/03/2013	
ATTORNEY GENERAL'S SIGNATURE Title: _____ Date: _____	COMPTROLLER'S SIGNATURE Title: _____ Date: _____

Grant Application**EMPG****Project No.****Grantee Name**

EM12-1017-D00

Cortland County

11/15/2013

Project Title: FY12 Emergency Management Performance Grant

Contacts										
Ms. Cynthia A. Monroe Treasurer 60 Central Avenue Cortland, NY 13045 Phone:607-753-5069, Ext: Fax: Email:cmonroe@cortland-co.org	Project Start: 06/01/2012 Project End: 05/31/2014 Project Period Years 2 Months 0 Submission Date 05/24/2013									
Hon. Michael R. Park Chairman, County Legislature 60 Central Ave. Cortland, NY 13045 Phone:607-753-5049, Ext: Fax:607-756-3492 Email:mpark@cortland-co.org	EIN: 15-6000452 Municipality No: 110100000 000 Dun & Bradstreet No: 827784505 Charities Registration No: _ Not For Profit _ Sectarian Entity									
Scott Roman Director 54 Greenbush St Cortland, NY 13045 Phone:607-753-5064, Ext: Fax: Email:sroman@cortland-co.org	County: Cortland Region: Central New York									
Ms. Brenda DeRusso 60 Central Avenue PSB Suite 201 Cortland, NY 13045 Phone:(607) 753-5064, Ext: Fax:(607) 756-8457 Email:bderusso@cortland-co.org	BUDGET SUMMARY <table> <tr> <td>Grant Funds:</td><td>\$23,022.00</td><td>50.00%</td></tr> <tr> <td>Matching Funds</td><td>\$23,022.00</td><td>50.00%</td></tr> <tr> <td>Total Funds</td><td>\$46,044.00</td><td></td></tr> </table>	Grant Funds:	\$23,022.00	50.00%	Matching Funds	\$23,022.00	50.00%	Total Funds	\$46,044.00	
Grant Funds:	\$23,022.00	50.00%								
Matching Funds	\$23,022.00	50.00%								
Total Funds	\$46,044.00									

Attachment: 1017 grant application (1470 : Accept Grant Award - 2012 LEMPG)

Grant Application**EMPG****Project No.**

EM12-1017-D00

Grantee Name

Cortland County

11/15/2013

Summary Description of Project

This FY12 Emergency Management Performance Grant for Cortland County Implementing Agency, Department of Emergency Response & Communications (formerly Fire & Emergency Management Office) is to support up to 50% of the salary and/or fringe benefit costs for the Assistant Director, Brenda S. DeRusso, who is 100% responsible for all emergency management-related fiscal and workplan performance requirements per this grant award.

Federal Program Purpose Area

Program Purpose Code	Description
----------------------	-------------

Participants

Participant Name	Type	Comments
Cortland County	Grantee	

Contacts for Cortland County

Contact Name	Type	Phone
Ms. Cynthia A. Monroe	Fiscal	607-753-5069
Hon. Michael R. Park	Signatory	607-753-5049

Participant Name	Type	Comments
Cortland County Department of Emergency Response & Communications	Implementing Agency	

Contacts for Cortland County Department of Emergency Response & Communications

Contact Name	Type	Phone
Scott Roman	Primary	607-753-5064
Ms. Brenda DeRusso	Secondary	(607) 753-5064

Attachment: 1017 grant application (1470 : Accept Grant Award - 2012 LEMPG)

Grant Application**EMPG****Project No.**

EM12-1017-D00

Grantee Name

Cortland County

11/15/2013

Work Plan**Goal:** To assist local governments in preparing for all hazards**Objective #1**

G & T Workplan Code - 24. Develop/enhance homeland security/emergency management organization and structure.

Investment Justification - Emergency Management Performance GrantTarget Capability

Primary - Planning

To build and sustain emergency management capabilities

Task #1 for Objective #1

Conduct allowable planning activities to enhance emergency management capabilities.

Performance Measure

1 Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #2 for Objective #1

Conduct assessment to identify training needs related to emergency management capabilities. Provide DHS-approved training to appropriate personnel. EMPG funded personnel complete required NIMS training courses. Develop, maintain and submit a Multi-Year Training and Exercise Plan.

Performance Measure

1 Training conducted. Provide brief narrative on type of training conducted, roster of attendees maintained on file. Complete and attach Training Data report quarterly in e-grants. Multi-Year Training and Exercise Plan submitted to DHSES within the grant period. Describe how the project enhanced emergency management capabilities in the jurisdiction.

Task #3 for Objective #1

Design, develop, conduct and/or participate in exercises using HSEEP guidelines to identify deficiencies within response capabilities to all hazard events. EMPG-funded personnel must participate in at least three exercises per year. Submit After Action Reports/Improvement Plans to DHSES within 60 days of exercise completion.

Performance Measure

1 Exercise conducted and After Action Reports/Improvement Plans completed and submitted to DHSES within 60 days of exercise completion. Complete and attach Exercise Data Report quarterly in e-grants. Provide brief narrative describing how the project enhanced the prevention, response, or recovery capabilities in the jurisdiction.

Attachment: 1017 grant application (1470 : Accept Grant Award - 2012 LEMPG)

Grant Application**EMPG****Project No.****Grantee Name**

EM12-1017-D00

Cortland County

11/15/2013

Specific Questions

Attachment: 1017 grant application (1470 : Accept Grant Award - 2012 LEMPG)

Grant Application**EMPG****Project No.****Grantee Name**

EM12-1017-D00

Cortland County

11/15/2013

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 Authorized Emergency Management Activities	1	\$46,044.00	\$46,044.00	\$23,022.00	\$23,022.00
Justification: Salary.						
Total				\$46,044.00	\$23,022.00	\$23,022.00

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	\$46,044.00	\$23,022.00	\$23,022.00

Advance Request**Advance:** \$0.00**Justification:**

Attachment: 1017 grant application (1470 : Accept Grant Award - 2012 LEMPG)

Grant Application**EMPG****Project No.**

EM12-1017-D00

Grantee Name

Cortland County

11/15/2013

Allocation 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
	Personnel Costs to Support Authorized Emergency Ma...	1	\$46,044.00	\$46,044.00	\$23,022.00	\$23,022.00

G and T Workplan

Code	Description
ECE	24. Develop/enhance homeland security/emergency management organization and structure.

National Priority

Code	Description
SPC	08. Strengthen Planning and Citizen Preparedness Capabilities

Priority Project

Code	Description
S05	State Strategy Goal 05: Enhance Incident Management and Response Capabilities

Spending Subcategory

Code	Description	Amount
PHF	Planning-Hiring of Full or Part-time Staff or Contractors / Consultants to Assist with Planning Activities (not for the purpose of hiring Public Safety Personnel fulfilling traditional public safety duties)	\$ 23,022.00
	Total	\$ 23,022.00

Spending Discipline

Code	Description	Amount
PEM	Planning-Emergency Management	\$ 23,022.00
	Total	\$ 23,022.00

Attachment: 1017 grant application (1470 : Accept Grant Award - 2012 LEMPG)

Grant Application**EMPG****Project No.**

EM12-1017-D00

Grantee Name

Cortland County

11/15/2013

Assurance

NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

Certified Assurances for Federally-supported Projects

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, 'New Restrictions on Lobbying,' 2 CFR Part 2867, 'DOJ Implementation of OMB Guidance of Nonprocurement Debarment and Suspension,' and 28 CFR Part 83, 'Government-wide Debarment and Suspension,' and 'Government-wide Requirements for Drug-Free Workplace (Grants).' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a):

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal,

Attachment: 1017 grant application (1470 : Accept Grant Award - 2012 LEMPG)

State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies,

guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
7. If a governmental entity:
 - a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b. it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Certified by - Brenda DeRusso on 05/24/2013

Attachment: 1017 grant application (1470 : Accept Grant Award - 2012 LEMPG)

10420 Harris Oaks Blvd, Suite C
 Charlotte, NC 28269
 Phone: (704) 921-1628
 For Service Call: (877) 405-0330

Bill To: CORTLAND COUNTY
 60 CENTRAL AVE
 CORTLAND, NY 13045

Billing Freq: ANN
 Customer PO: none
 Contact: JACK HESS - 607-428-5441
 Billing Period: 1/1/2014 to 12/31/2014

MSA ID: U928.3.0
 Contract Status: Renewal
 Sales Rep: Terry, Meggie
 Start Date: 1/1/14
 End Date: 12/31/14

Equipment Location CORTLAND COUNTY
 60 CENTRAL AVE
 CORTLAND, NY 13045

Contact HESS, JACK
 jhess@cortland-co.org

Phone 607-428-5441

Item #	Model #	Serial #	Node Name	Description	Item Start Date	Item End Date	Coverage Code*	Qty	Wnty Rate	Wty End Date	Post Wnty Rate	No. Mos	Billir Amou
1	9111-520	10-C379F	9111-520	PSERIES MODEL P520 SERVER	01/01/2014		7244	1	\$0.00	None	\$46.45	12	\$557
	9111-5231			CPU, 1.5GHZ 1-WAY POWER 5	Qty	1							
	9111-6574			ULTRA SCSI 4-PACK	Qty	1							
	80P4353			ADAPTER, PCI 2PORT EIA-232 ASYNCH	Qty	1							
	97P6884			DVD-RAM DRIVE, 4.7GB IDE SLIMLINE	Qty	1							
	00P0649			CPU, 2-WAY 375MHz POWER3-II 4MB L2 CACHE	Qty	2							
	00P3833			DRIVE, 73.4GB 10K RPM U320	Qty	2							
	80P4610			DISK UNIT BACKPLANE, ULTRA320 SCSI	Qty	1							
	80P6949			SYSTEM PCB, BACKPLANE 1.5GHZ 1WAY P5	Qty	1							
	80P5315			SERVER PROCESSOR ASSEMBLY	Qty	1							
	53P3222			MEMORY, 256MB DIMM	Qty	4							
	80P3249			GRAPHICS, VPD CARD FOR IBM P520	Qty	1							
	97P4935			SYSTEM PCB, OPERATOR/CONTROL PANEL	Qty	1							
	97P2642			VOLTAGE REGULATOR, 2.5VOLT	Qty	1							
	44P3193			VOLTAGE REGULATOR, 1.3VOLT	Qty	1							
	24P6892			VRM, 1.5VOLT	Qty	1							
	97P2330			POWER SUPPLY, 850W, HOT-SWAP AC	Qty	2							
	53P4612			FAN ASSEMBLY	Qty	3							
	39J2523			SYSTEM PCB, MEDIA BACKPLANE	Qty	1							
	97P6513			ADAPTER, DUAL CH PIC-X U320 SCSI HBA	Qty	1							
	00P5758			GRAPHICS, GXT 136P CARD	Qty	1							

Location Total \$557
 Location Net Total \$557

Contract Total \$557.
Contract Net Total \$557.

*Coverage Codes on Contract: 7x24 4hr ONSITE (7244)

Attachment: SMS - RS6000 Maintenance Agreement - Renewal 2014 (1531 : Authorize Contract Renewal ?

Billing Summary

	Net Monthly Change
Jan-2014	\$46.45
Feb-2014	\$46.45
Mar-2014	\$46.45
Apr-2014	\$46.45
May-2014	\$46.45
Jun-2014	\$46.45
Jul-2014	\$46.45
Aug-2014	\$46.45
Sep-2014	\$46.45
Oct-2014	\$46.45
Nov-2014	\$46.45
Dec-2014	\$46.45
Contract ChangeTotal	\$557.40
Contract Net Total	\$557.40

This quote is valid for 90 days from the date of issue.

Attachment: SMS - RS6000 Maintenance Agreement - Renewal 2014 (1531 : Authorize Contract Renewal ?

Terms And Conditions

These TERMS AND CONDITIONS (this "**Agreement**") are agreed to as of the latest date indicated on the signature pages hereto, by and between SMS Systems Maintenance Services, Inc., a Massachusetts corporation ("**SMS**"), and the undersigned ("**Customer**").

1. **SMS Services.** SMS is engaged in the provision of certain computer services (the "**SMS Services**") related to certain of Customer's Equipment as detailed on the appropriate Equipment schedule (the "**Equipment**" and the "**Equipment Schedule**") and Customer desires to purchase, and SMS desires to provide, the SMS Services, all as detailed herein and in the agreement related hereto.

2. **Fees.** Maintenance and other recurring fees shall be invoiced annually in advance (unless otherwise noted) and are due on the first day of the service period for which the invoice is rendered. Any increase in maintenance or other recurring fees must be disclosed in writing at least thirty (30) days prior to the effective date of the increase and will become effective unless rejected in writing. SMS reserves the right to suspend or terminate maintenance and recurring services if such fees are not timely paid. Fees and expenses other than maintenance and other recurring fees shall be payable net 30 days. Late payments for such fees and expenses shall accrue interest, including without limitation post-judgment interest, at 2% per month.

3. **Limited Warranty and Limitation of Liabilities.**

a. SMS and Customer warrant (i) that the SMS Services and Customer's Equipment operations, respectively, will be provided by properly supervised and qualified staff and will be provided in a good and workmanlike manner, (ii) each party will obey all applicable law in performing pursuant to this Agreement, (iii) SMS will not be liable for any and all reinstatement or recertification fees imposed by any other party or parties at any time, and (iv) that each party shall not make any representations, warranties, promises or take any other action on behalf of the other party hereto.

b. **THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND THAT THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE PROVIDED PURSUANT TO THIS AGREEMENT.**

c. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO ANY LOSS OF USE, DATA, SOFTWARE, REVENUE OR PROFITS, EVEN IF ADVISED OF THE PROBABILITY OF SUCH DAMAGES.**

d. **SMS'S AND CUSTOMER'S LIABILITY (WHETHER IN CONTRACT, WARRANTY OR TORT, INCLUDING NEGLIGENCE) FOR DAMAGES OF ANY**

NATURE SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED FROM CUSTOMER BY SMS DURING THE TERM OF THIS AGREEMENT.

e. No action (whether in contract, warranty or tort, including negligence) arising out of the transactions contemplated by this Agreement may be brought by either party against the other party more than one (1) year after the cause of action accrues except that an action for non-payment may be brought within eighteen (18) months of the date of the last payment.

4. **Standards of SMS Services.**

a. The type of SMS Service to be provided is as specified within the related Customer agreement. To be eligible for service by SMS, all Equipment must be listed on the appropriate Equipment Schedule. All Equipment covered by SMS Services must be in good working condition and meet the manufacturers' minimum Equipment configuration requirements and specifications. Any costs associated with correcting deficiencies to the aforementioned requirement are the responsibility of the customer. The Equipment Schedule may be modified upon fourteen (14) days prior written notice and all corresponding fee changes approved by Customer in writing prior to being reflected in the subsequent billing cycle.

b. SMS shall maintain the Equipment in good operating condition and furnish scheduled preventive maintenance based on the needs of the Equipment and of Customer during the time period for performance excluding locally observed holidays unless otherwise stated. Services required to be initiated beyond service hours contracted for will be billed at SMS's per call rates and terms then in effect. Maintenance will include labor and replacement of all parts deemed necessary for proper operation of Equipment covered. Defective parts shall become the property of SMS. Please note that if a Customer wishes to retain a Defective part SMS retains the option to invoice the Customer for the cost to replace the Defective part plus a 15% handling fee.

c. Customer shall notify SMS, in a reasonable period of time, of Equipment failure, and shall allow SMS staff full and free access to the Equipment and use of necessary Equipment, machines and devices in the User/Customer's possession. Customer shall maintain accurate and current logs and records concerning the operation of the Equipment. Customer shall not move or cause to have moved the Equipment covered without prior written notice to SMS. Should the Equipment sustain any damage during a customer move, by staff other than SMS, SMS restoration of the equipment will be billable. At Customer's



Terms And Conditions

request, SMS will move Equipment at per call rates and terms then in effect (PCs and small printer excepted).

d. Maintenance services required, in the reasonable opinion of SMS, because of problems external to the Equipment or due to causes other than normal wear and tear, are not covered. If agreed by Customer in writing prior to being performed, such services will be billed at SMS's per call rates and terms then in effect. Maintenance service does not include operating supplies, consumable items (such as batteries, laser maintenance kits, printer bands, etc.), or electrical work external to the Equipment.

e. SMS service liability shall be limited to restoring the Equipment covered to good and operating condition. Only authorized SMS staff shall service the Equipment covered and should the equipment sustain any damage as a result of service by staff other than SMS, SMS restoration of the equipment will be billable.

f. SMS Services excludes, without limitation: OEM restricted firmware or microcode, electrical work external to the Equipment, maintenance of goods other than the Equipment and Equipment accessories, alterations, attachments not listed on the Equipment Schedule, platens, supplies or accessories, specification changes, Equipment relocation, removal or relocation of accessories or attachments, services and goods necessary due to improper usage of Equipment, unsuitable environment (including improper electrical power, air conditioning or humidity) or Force Majeure.

g. Customer agrees that SMS (or its affiliates) may act as customer's agent if customer requires SMS to use or implement any OEM tools, diagnostics, firmware, microcode, or software for which the customer is legally licensed to use and exclusive to the devices for which those licenses apply.

5. Term and Termination.

a. This Agreement shall become effective on the date written above and shall continue for one (1) year, unless earlier terminated as set forth herein. Thereafter, this Agreement shall automatically renew for continuous one-month periods. Either party may terminate this Agreement, after the initial term, for its convenience upon sixty (60) days written notice to the other.

b. Agreements with an annual value of less than \$3000 are understood to be non-cancellable, non-changeable, and non-refundable (unless otherwise noted).

c. This Agreement may be terminated immediately for cause by either party in the event the other party;

- (i) Shall become insolvent; or
- (ii) Admits in writing its inability to pay its debts as they mature; or
- (iii) Ceases to function as a going concern or to conduct its operations in the normal course of business; or

- (iv) Upon the filing by or against it under Title 11 of the U.S. Code, fails to tender to the other party a guaranty of its obligations under this Agreement by a person, firm or other entity having a net worth as of at least 85% of its own net worth as of the commencement of this Agreement, such guaranty to be in a form satisfactory to the other party; or
- (v) Fails to perform any of its obligations under this Agreement so as to be in default hereunder and fails to cure such default within twenty (20) days after written notice thereof or, with respect to payment defaults, five (5) days after written notice thereof.

6. Confidentiality.

If the parties hereto enter into a Confidentiality Agreement, such agreement shall prevail in the event of a conflict between this Agreement and such Confidentiality Agreement. Otherwise, if either party received from the other party written information which is marked "Confidential" or "Proprietary" or any other information the receiving party knows or should know is confidential or proprietary, the receiving party agrees not to use such information except in the performance of this Agreement, and to treat such information in the same manner as it treats its own confidential information and at least use commercially reasonable efforts to protect such information. The obligation to keep information confidential shall not apply to any such information that has been disclosed in publicly available sources; is in the rightful possession of the party receiving the confidential information without an obligation of confidentiality; or is required to be disclosed by operation of law; provided that notice is first given to the disclosing party. Except as otherwise provided herein, the obligations not to disclose or use and to maintain the confidence of information shall be for a period of two (2) years after the termination or expiration of this Agreement.

7. Indemnification. Each party hereto covenants and agrees to indemnify, defend, and hold harmless the other party hereto, its affiliates and their respective owners, general partners, partners, managers, members, controlling persons, directors, officers, employees, agents and their successors and assigns (collectively, the "**Indemnified Parties**") from and against, and to pay to the Indemnified Parties the amount of, all losses, claims, obligations, demands, assessments, penalties, fines, forfeitures, liabilities, costs, and other damages, including reasonable attorneys' fees and expenses arising, directly or indirectly, from, asserted against or incurred by reason of, resulting in any manner from, or relating in any manner to: (a) the actions of such party or its employees, contractors or agents relating to this Agreement and the performance of the duties set forth herein; (b) any claims by third parties arising from or relating to or in connection



Terms And Conditions

with the breach or alleged breach of any of the provisions hereof by the respective parties; (c) any claims by third parties based upon any representations or warranties arising out of or in connection with the respective products or services, representations, or artwork of the parties, or upon alleged patent, trademark, or copyright infringement or unfair competition in connection with the respective products or services or representations of the parties, by reason of the sponsorship; (d) acts or omissions of any firm employed by the respective parties to perform any portion of the duties or obligations contained herein; and (e) product liability or other personal injury claims which may be asserted against the respective goods or services.

8. General.

a. Assignment, Amendment, Etc.: This Agreement may be assigned by either party with the prior written consent of the other, which shall not be unreasonably withheld. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Any assignment made in contravention of this section shall be void and of no effect. This Agreement may not be changed, modified or amended except by writing signed by the parties hereto (including as contemplated by **Section 9** below) which expressly references this Agreement.

b. Notices: Any notice provided for or permitted in this Agreement shall be sent by personal service, by facsimile in conjunction with e-mail, by certified return receipt requested or registered mail, postage prepaid, or by Federal Express or other nationally recognized commercial courier, charges prepaid, addressed as set forth herein. Any such notice, demand, request or other communication shall be deemed to have been given upon the earlier of personal delivery thereof, upon the date of facsimile and e-mail, or three (3) business days after having been mailed as provided above, or one (1) business day after delivery through a commercial courier, as the case may be.

c. Enforcement Costs: In the event of any litigation between the parties hereto to enforce any provisions or rights hereunder, the unsuccessful party to such litigation shall pay to the successful party therein all costs and expenses expressly including, but not limited to, reasonable attorneys' fees and court costs incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included in and as a part of any judgment rendered in such litigation.

d. Entire Agreement: This Agreement and, as applicable, any related Confidentiality Agreement, Customer Agreement and/or Equipment Schedule, contain the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements between them.

e. No Implied Waivers: The failure of either party at any time to require performance by the other of any provision hereof shall not affect the right of such party to require performance at any time thereafter, nor shall the waiver of either party of a breach of any provision hereof be taken or held to be a waiver of a provision itself.

f. Governing Law; Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict of law provisions thereof. Each party hereto consents to the exclusive jurisdiction of the state courts of North Carolina, Mecklenburg County, for any litigation that may arise out of this Agreement and each party hereto waives any objection based on *forum non conveniens* or any other objection to such venue.

g. Force Majeure: Neither party shall be liable for failure to fulfill its obligation under this Agreement or any purchase order issued hereunder or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of terrorism, man-made or natural disasters, material shortages, strikes, delays in transportation ("**Force Majeure**"). The time for performance of any such obligation shall be extended for the time period lost by reason of the delay.

h. Severability: Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidation the remaining provisions hereof in that jurisdiction or affecting the validity or unenforceability of such provision in any other jurisdiction.

i. Survival: **Sections 1, 2, 3, 6, 7 and 8** hereof shall survive and remain in effect beyond any expiration or termination hereof.

j. Incorporation by Reference; Conflicts:

The general terms and conditions in this Agreement can be made part of subsequent documents by reference. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party, in every case, except as expressly provided herein.

k. Restrictive Covenant. Each party hereto acknowledges and agrees that from the term of this Agreement until one (1) year after termination or expiration of this Agreement, neither party will hire or solicit to hire the other party's employees, contractors or agents without the other party's prior written consent.

9. Special Provisions. Notwithstanding anything in this Agreement to the contrary, the parties hereto agree that the following special provisions shall apply (**INITIAL ALL SPECIAL PROVISIONS**):



Terms And Conditions

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement effective as of the latest date set forth below:

Customer

SMS Systems Maintenance Services, Inc.

By: _____
(Authorized Signature)

Name and Title: _____
(Type or Print)

Date: _____
(Type or Print)

Address:


By: _____
(Authorized Signature)

Name and Title: Joseph S. Scordino, Managing Director NA
(Type or Print)

Date: October 4, 2013
(Type or Print)

Address: 10420 Harris Oaks Boulevard
Suite C
Charlotte, North Carolina 28269

The quotation provided is valid for 90 days from the date of issue.



AGREEMENT

THIS AGREEMENT, made this 31st day of December, 2012, by and between the COUNTY OF CORTLAND, NEW YORK (hereinafter "COUNTY"), having a principal place of business at 60 Central Avenue, Cortland, New York 13045 and the Town of Cortlandville (hereinafter "Town"), a municipal corporation having a principal place of business at 3577 Terrace Road, Cortland, New York 13045.

WITNESSETH:

WHEREAS, the County of Cortland, through its Cortland County Information Technology Department has offered local communities its expertise by providing computer services that will include any and all PC/Network support requirements, and

WHEREAS, the Cortland County Information Technology Department has sufficient capability to provide these services to local communities, and

WHEREAS, it is the intent of this agreement for the Cortland County Information Technology Department to provide services that will help save or avoid costs to the local communities participating with Cortland County on this shared service effort, and

WHEREAS, the County and the Town have determined that it is of mutual benefit for the parties to enter into this cooperative Agreement pursuant to Article 5-G of the General Municipal Law,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the parties **AGREE** as follows:

1. The term of this Agreement shall be for one (1) year commencing on or about December 31, 2012, through December 30 2013. This Agreement may be renewed in writing from year to year thereafter.

2. That the Cortland County Information Technology Department will provide and/or assist in the various tasks set out below:

- a. Installing new PCs
- b. Installing new software
- c. Installing printers both stand alone and network
- d. Purchasing assistance obtaining price quotes from NYS contract for computer hardware/software
- e. Helpdesk support
- f. Network troubleshooting and support
- g. Network design and security
- h. Server configuration
- i. Backup
- k. Monitoring

3. In consideration of the above-referenced services set forth in paragraph "2" above, the COUNTY will charge and the TOWN agrees to pay to the COUNTY the sum of \$50 per hour per

person for the above-referenced services, and will be billed quarterly. The hourly rate of \$50 per hour will be from portal to portal and said rate will include all travel expenses.

4. The TOWN shall, during the term of this Agreement, indemnify and hold the COUNTY harmless from any and all liability for property damage, personal injury, claims, losses, damages, legal fees and expenses arising out of, caused by, or related to the negligent acts or omissions of the TOWN, its officers and its employees in connection with the performance of this Agreement.

5. This Agreement may be terminated by either party for cause, upon the failure of either party to comply with any of the terms and conditions of this Agreement. Such written notice shall be delivered via registered or certified mail, return receipt requested, or shall be delivered in hand to the following: Town of Cortlandville, 3577 Terrace Road, Cortland, New York 13045, ATTN: Town Supervisor with a copy to the Town Attorney; and, if to the County of Cortland, to: Jack Williams, Chairman of the Cortland County Legislature, 60 Central Avenue, Cortland, New York 13045, with a copy to the Cortland County Attorney. This Agreement may be canceled without cause by either party upon giving sixty (60) days advance notice of cancelation to the other party.

6. The TOWN recognizes that the needs of the COUNTY will supersede the needs of the TOWN when setting priorities for the Cortland County Information Technology Department's work schedule.

7. This Agreement contains the full understanding of the parties. There shall be no oral representation which shall survive its execution.

IN WITNESS WHEREOF, the parties have hereunto executed their hands and seals the day and year first written above.

COUNTY OF CORTLAND, NY

TOWN OF CORTLANDVILLE

By _____
MICHAEL PARK, CHAIRMAN
CORTLAND COUNTY LEGISLATURE

By _____
RICHARD TUPPER
TOWN SUPERVISOR

APPROVED:
CORTLAND COUNTY ATTORNEY