

Local Law offered by Mayor Tenke and seconded by _____

Local Law 04-2019 creating a new Chapter 121 titled, The Administration and Enforcement of State Parking Garage Code Standards

LOCAL LAW 04-2019

WHEREAS, Executive Law, Section 381 directs the NYS Secretary of State to promulgate rules and regulations prescribing the minimum standards for administration and enforcement of the uniform fire prevention and building code and the state energy conservation construction code, and requires every local government to administer and enforce the uniform fire prevention and building code and state energy conservation construction code unless such local government has specifically opted out as prescribed by state law; and

WHEREAS, the Secretary of State regulations are codified in Title 19, Chapter XXXII, requiring every city charged with administration and enforcement to provide for such features as described in 19 NYCRR 1203.3 by enacting local law, ordinance, or other appropriate regulation; and

WHEREAS, the New York State Department of State recently amended its regulations to include a new section entitled "Condition Assessments of Parking Garages" and

WHEREAS, the recent regulation amendments require municipalities to establish a code enforcement program for parking garages meeting the criteria and features specified in 19 NYCRR 1203.3; now, therefore

BE IT ENACTED by the Common Council of the City of Glen Cove as follows:

The City of Glen Cove hereby establishes: A New Chapter 121 of the Glen Cove City Code

Section 1. Legislative Intent and Purpose.

The Common Council makes the following findings of fact:

- A. Maintaining safe parking garages is a priority for the City.
- B. The City has elected to administer and enforce the uniform fire prevention and building code and state energy conservation construction code, and by the amended regulations, is now required to implement an enforcement program for inspection of parking garages.
- C. Therefore, the Common Council intends for this ordinance to implement the above-described enforcement program for inspection of parking garages.

D. Section 2. Section 121-1, Operating permits for certain uses and materials; fees.

The Glen Cove Municipal Code shall be established so as to create, a new subsection § 121-1(A) as follows:

Parking Garages as defined in §121-1 (A):

- a) an operating permit shall be obtained from the Director of Public Works or the Building Department Administrator for the operation of a Parking Garage prior to such operation.
- b) The Director of Public Works or the Building Department Administrator may promulgate reasonable rules and regulations for the granting of permits, including but not limited to requiring:
 1. The submittal of plans and/or specifications for such structure;
 2. initial condition assessments;
 3. periodic condition assessments; and
 4. the installation and/or testing records for fire protection equipment or systems in use of said structure.
- c) Upon receipt of such application, the Director of Public Works or the Building Department Administrator shall cause the Parking Garage to be inspected for compliance with the Uniform Fire Prevention and Building Code of New York State.
- d) No permit for a Parking Garage shall be granted if, in the opinion of the Director of Public Works or the Building Department Administrator, such structure is not in compliance with the Uniform Fire Prevention and Building Code.
- e) An operating permit for an area of Parking Garage shall be effective for a period not to exceed three (3) years. An application for renewal must be made prior to the expiration of the current permit.
- f) An operating permit for a Parking Garage may be suspended or revoked if, in the opinion of the Director of Public Works or the Building Department Administrator, there is a violation of the Uniform Fire Prevention Code of New York State resulting in immediate danger to the life or health of occupants thereof.

- g) Fees for an operating permit for Parking Garages or for renewal of such permit shall be established by the Glen Cove City Council and amended from time to time, in accordance with this chapter of the Glen Cove City Code.

Section 3. Creation of Section 121-1(B), Condition Assessments of Parking Garages.

The Glen Cove City Code shall be established so as to create a new Section 121-1(B) as follows:

§ 121-1(B) Condition Assessments of Parking Garages

A. Definitions. For the purposes of this section:

- 1) the term "condition assessment" means an on-site inspection and evaluation of a parking garage for evidence of deterioration of any structural element or building component of such parking garage, evidence of the existence of any unsafe condition in such parking garage, and evidence indicating that such parking garage is an unsafe structure;
- 2) the term "deterioration" means the weakening, disintegration, corrosion, rust, or decay of any structural element or building component, or any other loss of effectiveness of a structural element or building component;
- 3) the term "parking garage" means any building or structure, or part thereof, in which all or any part of any structural level or levels is used for parking or storage of motor vehicles, excluding:
 - a. buildings in which the only level used for parking or storage of motor vehicles is on grade;
 - b. an attached or accessory structure providing parking exclusively for a detached one- or two-family dwelling; and
 - c. a townhouse unit with attached parking exclusively for such unit;
- 4) the term "professional engineer" means an individual who is licensed or otherwise authorized under Article 145 of the Education Law to practice the profession of engineering in the State of New York and who has at least three years of experience performing structural evaluations;
- 5) the term "responsible professional engineer" means the professional engineer who performs a condition assessment, or under whose supervision a condition assessment is performed, and who seals and signs the condition assessment report. The use of the term "responsible professional engineer" shall not be construed as limiting the professional responsibility or liability of any professional engineer, or of any other

licensed professional, who participates in the preparation of a condition assessment without being the responsible professional engineer for such condition assessment.

- 6) the term "unsafe condition" includes the conditions identified as "unsafe" in section 304.1.1, section 305.1.1, and section 306.1.1 of the 2015 edition of the International Property Maintenance Code (or publication currently incorporated by reference in 19 NYCRR Part 1226); and
- 7) the term "unsafe structure" means a structure that is so damaged, decayed, dilapidated, or structurally unsafe, or is of such faulty construction or unstable foundation, that partial or complete collapse is possible.

B. Condition Assessments - general requirements. The owner-operator of each parking garage shall cause, at its sole cost and expense, such parking garage to undergo an initial condition assessment as described in subdivision (C) of this section, periodic condition assessments as described in subdivision (D) of this section, and such additional condition assessments as may be required under subdivision (E) of this section. Each condition assessment shall be conducted by or under the direct supervision of a professional engineer. A written report of each condition assessment shall be prepared and provided to the Director of Public Works or the Building Department Administrator in accordance with the requirements of subdivision (F) of this subsection. Before performing a condition assessment (other than the initial condition assessment) of a parking garage, the responsible professional engineer for such condition assessment shall review all available previous condition assessment reports for such parking garage.

C. Initial Condition Assessment. Each parking garage shall undergo an initial condition assessment as follows:

- 1) New parking garages shall undergo an initial condition assessment following construction and prior to a certificate of occupancy, certificate of compliance, or operating permit being issued for the structure.
- 2) Existing parking garages shall undergo an initial condition assessment as follows:
 - a. if originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and
 - b. If originally constructed between January 1, 1984 and December 31, 2002, then prior to October 1, 2020; and

c. if originally constructed between January 1, 2003 and the effective date of the rule adding this subdivision to 19 NYCRR section 1203.3, then prior to October 1, 2021.

D. Periodic Condition Assessments. Following the initial condition assessment of a parking garage, such parking garage shall undergo periodic condition assessments at intervals not to exceed three (3) years.

E. Additional Condition Assessments.

1) If the latest condition assessment report for a parking garage includes a recommendation by the responsible professional engineer that an additional condition assessment of such parking garage, or any portion of such parking garage, be performed before the date by which the next periodic condition assessment would be required under subdivision (C) of this section, the Director of Public Works or the Building Department Administrator or their designee shall require the owner or operator of such parking garage to cause such parking garage <or, if applicable, the portion of such parking garage identified by the responsible professional engineer) to undergo an additional condition assessment no later than the date recommended in such condition assessment report.

2) If the Director of Public Works or the Building Department Administrator becomes aware of any new or increased deterioration which, in the judgment of the Director of Public Works or the Building Department Administrator, indicates that an additional condition assessment of the entire parking garage, or of the portion of the parking garage affected by such new or increased deterioration, should be performed before the date by which the next periodic condition assessment would be required under subdivision (C) of this section, the Director of Public Works or the Building Department Administrator shall require the owner or operator of such parking garage to cause such parking garage <or, if applicable, the portion of the parking garage affected by such new or increased deterioration) to undergo an additional condition assessment no later than the date determined by the Director of Public Works or the Building Department Administrator to be appropriate.

F. Condition Assessment Reports. The responsible professional engineer shall prepare or directly supervise the preparation of a written report of each condition assessment and shall submit such condition assessment report to the Director of Public Works and the Building Department Administrator within thirty (30) days.

Such condition assessment report shall be sealed and signed by the responsible professional engineer and shall include:

- 1) an evaluation and description of the extent of deterioration and conditions that cause deterioration that could result in an unsafe condition or unsafe structure;
- 2) an evaluation and description of the extent of deterioration and conditions that cause deterioration that, in the opinion of the responsible professional engineer, should be remedied immediately to prevent an unsafe condition or unsafe structure;
- 3) an evaluation and description of the unsafe conditions;
- 4) an evaluation and description of the problems associated with the deterioration, conditions that cause deterioration, and unsafe conditions;
- 5) an evaluation and description of the corrective options available, including the recommended timeframe for remedying the deterioration, conditions that cause deterioration, and unsafe conditions;
- 6) an evaluation and description of the risks associated with not addressing the deterioration, conditions that cause deterioration, and unsafe conditions;
- 7) the responsible professional engineer's recommendation regarding preventative maintenance;
- 8) except in the case of the report of the initial condition assessment, the responsible professional engineer's attestation that he or she reviewed all previously prepared condition assessment reports available for such parking garage, and considered the information in the previously prepared reports while performing the current condition assessment and while preparing the current report; and
- 9) the responsible professional engineer's recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed. In making the recommendation regarding the time within which the next condition assessment of the parking garage or portion thereof should be performed, the responsible professional engineer shall consider the parking garage's age, maintenance history, structural condition, construction materials, frequency and intensity of use, location, exposure to the elements, and any other factors

deemed relevant by the responsible professional engineer in his or her professional judgment.

G. Review Condition Assessment Reports.

- 1) The Director of Public Works or the Building Department Administrator shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from the hazards that may result from the conditions described in such report. In particular, but not by way of limitation, the Director of Public Works or the Building Department Administrator shall, by Order to Remedy or such other means of enforcement as the Director of Public Works or the Building Department Administrator may deem appropriate, require the owner or operator of the parking garage to repair or otherwise remedy all deterioration, all conditions that cause deterioration, and all unsafe conditions identified in such condition assessment report pursuant to paragraphs (2) and (3) of subdivision (F) of this subsection.
- 2) The Director of Public Works or Building Department Administrator or designee shall take such enforcement action or actions in response to the information in such condition assessment report as may be necessary or appropriate to protect the public from an Unsafe Structure. In particular, but not by way of limitation, the Director of Planning and Development or designee shall, by Order of Remedy or such other means of enforcement, require the owner or operator of the parking garage to limit or prohibit occupancy of an unsafe parking garage.
- 3) All repairs and remedies shall comply with the applicable provisions of the Uniform Code and the Code of the City of Glen Cove, including but not limited to the provisions of City Code §111-9 "Building permits."
- 4) This section shall not limit or impair the right of the Director of Public Works or the Building Department Administrator to take any other enforcement action, including but not limited to suspension or revocation of a parking garage's operating permit, as may be necessary or appropriate in response to the information in a condition assessment report.
- 5) This section shall not limit or impair the right of the Director of Public Works or the Building Department Administrator or their designee to take

any other enforcement action or actions related to an Unsafe Structure as regulated under Chapter 112-10 of the Glen Cove City Code.

- H. The City of Glen Cove shall retain all condition assessment reports for the life of the parking garage. Upon request by a professional engineer who has been engaged to perform a condition assessment of a parking garage, and who provides the Ithaca Fire Department with a written statement attesting to the fact that he or she has been so engaged, the City of Glen Cove shall make the previously prepared condition assessment reports for such parking garage {or copies of such reports} available to such professional engineer. The City of Glen Cove shall be permitted to require the owner or operator of the subject parking garage to pay all costs and expenses associated with making such previously prepared condition assessment reports (or copies thereof) available to the professional engineer
- I. This section shall not limit or impair the right or the obligation of the City of Glen Cove:
- 1) to perform such construction inspections as are required by §111-16 "Construction inspections";
 - 2) to perform such periodic fire safety and property maintenance inspections as are required by §121(A)(C) of this Chapter, entitled "Fire safety and property maintenance inspections"; and
 - 3) to take such enforcement action or actions as may be necessary or appropriate to respond to any condition that comes to the attention of the Director of Public Works or the Building Department Administrator by means of its own inspections or observations, by means of a complaint, or by any other means other than a condition assessment or a report of a condition assessment.

Section 4. Severability clause.

Severability is intended throughout and within the provisions of this ordinance. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then that decision shall not affect the validity of the remaining portions of this ordinance.

Section 5. Effective date.

This ordinance shall take effect immediately upon publication as provided in the City Charter.

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED THAT, SECTION 168-72 is hereby amended to read as follows:

168-72 PENALTIES FOR OFFENSE

Any person or entity that shall violate any of the provisions of this article or who fails to comply with any of the requirements thereof shall be guilty of a violation, punishable by:

A. A fine of not less than ~~\$500~~ \$1000 and not exceeding ~~\$1,000~~ \$2,000 or by imprisonment for a period not to exceed 15 days, or both, upon conviction of a first offense.

B. A fine of not less than ~~\$1,000~~ \$2000 nor more than \$3,000 or by imprisonment for a period not to exceed 15 days, or both, for a conviction of the second of two offenses, both of which were committed within a period of five years.

C. A fine of not less than \$3,000 nor more than \$5,000 or by imprisonment for a period not to exceed 15 days, or both, for a conviction of the third of three offenses, all of which were committed within a period of five years.

(Underlined text is to be added and struck through text is to be deleted)

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED THAT, SECTION 95-8 of the Glen City Code is hereby amended to read as follows:

§ 95-8. Fishing

Fishing is prohibited from the beaches in bathing areas and on all jetties Owned or maintained by the City of Glen Cove.

(Underlined text is to be added and struck through text is to be deleted)

Ordinance 6D

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Sec. 265-49 Schedule XVII: Time Limit Parking from the Code of Ordinances, as it relates to Wolfle Street, as follows:

Removed:

§265-49 Schedule XVII: Time Limit Parking.

<u>Name of Street</u>	<u>Side</u>	<u>Time Limit;Hours/Days</u>	<u>Location</u>
Wolfle Street		15 min.; 6:00 a.m. to 7:00 p.m./All	From Bella Vista Avenue to a point 75 feet north therefrom

Ordinance 6E

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Sec. 265-43 Schedule XI: Parking Prohibited at All Times to the Code of Ordinances, as it relates to Wolfle Street, as follows:

Added:

§265-43 Schedule XI: parking Prohibited at All Times

<u>Name of Street</u>	<u>Side</u>	<u>Location</u>
Wolfle Street	West	From Bella Vista to a point 75 feet north therefrom

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Article III Sec. 265-21 Alternate Side Parking Restriction to the Code of Ordinances

Added:

Article III §265-26.1 Alternate side parking restriction

- A. No person shall park a vehicle on even-numbered sides of the street on odd-numbered days of the month between the hours of 12:00 a.m. and 6:00 p.m. nor on odd-numbered sides of the street on even-numbered days between the hours of 12:00 a.m. and 6:00 p.m. on streets specified in Schedule XXIII (§265-55)
- B. Upon the Mayor's order, alternate side of the street parking regulations can be suspended for special events, holidays, maintenance and emergencies.

Ordinance offered by Mayor Tenke and seconded by _____

BE IT ORDAINED, that the City Council hereby amends Sec. 265-55: Schedule XXIII: Alternate Side of the Street Parking to the Code of Ordinances, as it relates to Maryland Avenue and Nassau Avenue, as follows:

Added:

§265-55: Schedule XXIII: Alternate side of the street parking

In accordance with the provisions of §265-21, no person shall park a vehicle on even-numbered sides of the street on odd-numbered days of the month between the hours of 12:00 a.m. and 6:00 p.m. nor on odd-numbered sides of the street on even-numbered days between the hours of 12:00 a.m. and 6:00 p.m. upon any of the following described streets or parts thereof:

<u>Name of Street</u>	<u>Location</u>
Maryland Avenue	Entire Length
Nassau Avenue	Entire Length

Resolution 6H

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes **the** City Attorney to file an appeal in the matter of the City of Glen Cove vs. Car Care Co., Inc.

Resolution 6I

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes special counsel to commence litigation, if necessary, against the Glen Cove City School District regarding the collection of certain tax liens.

Resolution 6J

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes to pay the DEC enforcement penalties not to exceed the sum of \$10,000.

Resolution 6K

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to commence **negotiations with Hornblower NY (HNY) for the purposes of negotiating and awarding a contract for pilot ferry services. Final award and contract execution will be dependent upon commercial terms set forth and negotiated with Hornblower NY including routes, schedules, alternate revenue sources and sharing, terminal use, insurance requirements and term.**

Resolution 6L

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the purchase of a 2019 AEV Trauma Hawk Ambulance using the unappropriated fund balance at a cost of \$165,334,000, with price being obtained from the HGAC bid, which the City of Glen Cove is part of.

Funding: A4540-52250 (\$151,000.00)
H4540-52250-1714 (\$14,295.63)

Resolution 6M

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorized the Mayor to enter into a service agreement with Maccarone Plumbing Inc. to provide fire sprinkler inspections, testing and maintenance for wet and dry pipe automatic fire sprinkler systems, for Senior Center, in a total amount of \$600 per year plus labor cost of \$155 per hour for regular time and \$232.50 per hour for overtime, effective June 29, 2019 through June 28, 2020.

Funding: A7030-55438

Resolution 6N

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the Mayor to enter into an agreement with New York State for the acceptance of an award in the total amount of \$15,500 for the City of Glen Cove Police Department's participation in the statewide Police Traffic Services Program.

Resolution 6O

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council approve Budget Transfers and Amendments as submitted and reviewed by the City Controller.

(See Attached)

Resolution 6P

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes the City Attorney to settle the following claims in full and final settlement:

<u>Name</u>	<u>Claim Number</u>	<u>Amount</u>
Allstate Property and Casualty Insurance Company as Subrogee of Adam Smook	18-2610	\$2,500.00

Resolution 6Q

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize Chief William Whitton to attend the International Association of Chiefs of Police Conference 2019, in McCormack Place, Chicago IL, at a total cost of \$2,875.00

Funding: A3120-55442 (\$425)
 A3120-55411 (\$2,450)

Resolution 6R

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Deputy Chief Christopher Ortiz to attend the International Association of Chiefs of Police Conference 2019, in McCormack Place, Chicago IL, at a total cost of \$2,875.00

Funding: A3120-55442 (\$425)
 A3120-55411 (\$2,450)

Resolution 6S

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Christopher DeMetropolis to attend Pulse Check 2019, in Suffern New York, September 12-15, 2019, at a total cost of \$657.55

Funding: A4540-55442

Resolution 6T

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorize Tina Pemberton to attend NYCOM Workshop in Village of North Hills, North Hills, New York, at a total cost of \$10.44.

(Proposed by Mayor Tenke)
Funding: A1410-55442

Resolution 6U

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby authorizes Bike the Mansions, LLC to hold their annual “Bike the Mansions”, throughout the City of Glen Cove, August 17, 2019, 8:00 a.m. through 5:00 p.m., with no road closures.

Resolution 6V

Resolution offered by Mayor Tenke and seconded by _____

WHEREAS, the service contract with City Wide has expired; and

WHEREAS, the City of Glen Cove still has a need to provide pump out services for certain properties that do have connection to County sewer system;

NOW THEREFORE BE IT RESOLVED, that

1. The City Council hereby authorizes to pay open invoices to City Wide;
2. The City shall continue said services for the next 60 days or until further resolution.

Resolution 7A

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Deanna Sawyer as Youth Service Worker, with the Youth Bureau at \$13.00 per hour, effective July 24, 2019
Funding: A7050 51123

Resolution 7B

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Carmine Filippone, as part-time Cashier, with the Golf Course at \$8.25 per hour, effective July 24, 2019.
Funding: A7180 51120

Resolution 7C

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Lawrence Zimmer, as part-time Crossing Guard, with Auxiliary Police at \$10.00 per hour, effective July 24, 2019.

Funding: A3310 51120

Resolution 7D-1

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint Deborah J. Moran as Secretary, with the Parks and Recreation, at an annual salary of \$69,162 (Grade 10, Step 19), effective August 3, 2019

Funding: A7140-51101

Resolution 7D-2

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby appoint the following persons to Parks and Recreation, as indicated:

D-2 Parks and Recreation

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Effective Date</u>
Nicole Murphy	Head Lifeguard	\$21.00 per hour	7/16/19 – 9/2/19
Lauren Spampinato	Lifeguard	\$15.00 per hour	7/6/19 – 9/2/19
Ian Febres	Lifeguard	\$17.00 per hour	7/6/19 – 9/2/19
Kelvin DeLeon	Recreation Leader	\$11.50 per hour	7/8/19 – 8/9/19

Funding: A7140-51120

Resolution 7D-3

Resolution offered by Mayor Tenke and seconded by _____

BE IT RESOLVED, that the City Council hereby amends Resolution 7E, adopted June 25, 2019, as it relates to Mary Monahan, adjusting her salary to \$9.00 per hour.



MAIN OFFICE
10 SEA CLIFF AVE.
GLEN COVE, NY 11542
T: 516-671-3232 (8AM-5:00PM)
T: 516-674-1553 (AFTER HOURS)
FAX: 516-671-3239

NEW YORK CITY
199-02 32ND AVENUE
FLUSHING, NY 11358
T: 718-634-3500

maccaroneplumbing.com

June 17, 2019

**Glen Cove Senior Center
130 Glen Street
Glen Cove, NY 11542**

**Re: Fire Sprinkler Contract
Glen Cove Senior Center
130 Glen Street
Glen Cove, NY 11542**

Dear Customer,

Enclosed herewith you will find one copy of the fire sprinkler inspection contract for the above-mentioned. Please sign and return the yellow copy of the Fire Sprinkler Signature Page to my office along with your **remittance in the amount of \$600.00**. Please be sure to make any corrections and/or additions to the information contained thereon. **This is especially important with regards to contact information at the site address, as well as the information for the alarm company.**

Please be advised that no inspections will be made until we have a signed yellow Fire Sprinkler Signature Page back in our office, as well as payment for the annual fee. **If we are not in receipt of same within 60 days, we will assume you are choosing not to sign with us, and will void this contract.**

Keep in mind, as per Article 29.6.5.1 from the NY Fire State Code, Maccarone Plumbing Inc. is required to report any non conformity of a Fire Sprinkler contract as a deficiency and is required to notify the fire marshal's office, as the licensed fire sprinkler contractor.

If you have any questions regarding this matter, do not hesitate to contact the office.

Sincerely,

A handwritten signature in cursive script that reads 'Eileen Baltrus'.

Eileen Baltrus
Executive Assistant
eileenb@maccaroneplumbing.com

EB/jkl
CC: John Maccarone

Fire Sprinkler System(s):

Where there is installed **(1) 4" Wet Pipe Automatic Sprinkler System(s)** at the referenced address.

2. Maccarone Plumbing Inc. shall inspect said mechanical installation (4) times per year and shall report to the Customer all needed items of maintenance, repairs, and replacements, which in the judgment of Maccarone Plumbing Inc. to be necessary. Maccarone Plumbing Inc. will also post an inspection card on premises for review by the local jurisdiction and your insurance company personnel.
3. This agreement is limited to inspections, testing, and maintenance; ***it does not include*** alterations, repairs, and/or replacements to the automatic sprinkler equipment, unless otherwise noted on this agreement. Any repairs, alterations and/or replacements shall be made by Maccarone Plumbing Inc. upon Customers order and acceptance by Maccarone Plumbing Inc. (***except as noted herein**).
4. Maccarone Plumbing Inc. may enter at all reasonable times any part of said premises for the purpose hereof. All work is to be performed during normal working hours.

MACCARONE PLUMBING WILL PERFORM THE FOLLOWING SCHEDULED MAINTENANCE AT THE INTERVALS STATED BELOW:

QUARTERLY

Quarterly service includes a visual inspection of the following:

- a) Fire Department Connections
- b) Control Valves
- c) Alarm Valve
- d) Spare Sprinkler Heads and Emergency Head Wrench
- e) Alarm Devices
- f) Pressure Readings
- g) Dry Pipe Valves
- h) Trim Valves

ANNUALLY

Inspections, testing and maintenance of the following:

- a) A Water Flow Test Will Be Performed And The Results Recorded
- b) Test The Water Motor Alarm
- c) Inspect the Fire Department Connection and Related Equipment
- d) Inspection of Signage
- e) Exercise All Sprinkler Control Valves
- f) Conform That The Hydraulic Information Plate is Attached to The Riser If Applicable
- g) Check Priming Water on The Dry Valve If Applicable
- h) Test quick opening device if applicable
- i) Test the Supervisory Switches On The Control Valves
- j) A Visual Inspection of All Sprinkler Heads and Pipe Hangers For Defects

- k) Before Freezing Weather, Inspect the Building to Assure Exterior Wall Openings Will Not Expose Wet Sprinkler Piping To Freezing Temperatures.
- l) Lubricate and operate all Above Ground Sprinkler Control Valves
- m) Exercise Underground Control Valves If Necessary
- n) Clean Strainers as Required
- o) Inspect Interior of The Dry Valve If Applicable
- p) Perform Partial Trip Test of The Dry Pipe Valve System
- q) Drain All Low Point Drain Valves
- r) Drain All Drum Drips
- s) Provide Written Reports of Inspection to The Customer

PAYMENT:

The customer agrees to pay the Contract Price in the amount of **\$600.00** per year.

**Contract Prices are subject to yearly increases.*

Customers to be notified thirty (30) days prior to the renewal date of this contract.

RATES:

Repairs and part replacements as well as emergency service calls will be charged to the Customer's account at the following rates:

MATERIAL @ 5% off list price

LABOR:

Regular Time	\$ 155.00 Per Hour
Overtime	\$ 232.50 Per Hour

**Labor rates are subject to yearly increases. Customer to be notified thirty (30) days prior to the renewal date of the contract. Weekly testing and inspection procedures will be the responsibility of the building owner or tenant. Maccarone Plumbing Inc. will instruct building personnel as to these procedures during the first annual maintenance and testing visit.*

TERMS AND CONDITIONS:

- a. No changes in the terms hereof shall be binding upon either party unless approved in writing by an executive officer of each.
- b. Customer is required to keep a minimum temperature of 40 degrees Fahrenheit in all areas protected by the sprinkler system.
- c. This agreement takes effect on the date of acceptance by Maccarone Plumbing Inc. as indicated below and continues in effect for (1) one year
- d. Maccarone Plumbing Inc. reserves the right to cancel as inspection contract, without prior notification for:
 - 1.) Customer's non-payment of any invoices payable to Maccarone Plumbing Inc. within the terms of net 10 days
 - 2.) Sprinkler system shut down for more than thirty (30) consecutive days
 - 3.) Unable to access building or areas where sprinkler system is located for more than (2) consecutive months.

- e. This agreement is not transferable to future occupants, owners or agents of said site, and is automatically cancelled when/if the Customer relocates.
- f. Maccarone Plumbing Inc. is responsible for its errors or acts of negligence and shall carry appropriate insurance to cover such liability. The customer agrees to limit Maccarone Plumbing Inc.'s liability to the customer and to all other parties connected with the customer, such that the total aggregate liability of Maccarone Plumbing Inc. to the Customer and others, due to Maccarone Plumbing Fire Sprinkler's negligent acts, errors or omissions, shall not exceed the amount listed on the current Certificate of Insurance.
- g. Customer does hereby indemnify Maccarone Plumbing Inc. in connection with the loss of life, bodily or personal injury or property damage arising directly or from the installation, maintenance, use, repair, alteration, operation and replacement of the automatic fire sprinkler system and associated devices as described in this contract located at 130 Glen Street including associated piping, valves and other components thereof, excepting only however, any suits, actions, damages, claims, liability costs and expenses, including reasonable attorney's fees directly incurred by reason of the gross negligence or willful misconduct of Maccarone Plumbing Inc.
- h. Excludes-Fire Pump Testing.

FIRE SPRINKLER SIGNATURE PAGE

06/29/19 To 06/28/20

****For your convenience, please sign and return only the yellow copy of the signature page along with your payment.**

Customer Name: Glen Cove Senior Center Site Name: Glen Cove Senior Center

AMOUNT DUE: \$600.00 tax exempt organization Site Address: 130 Glen St., Glen Cove, NY 11542

Fire Sprinkler System(s):

Where there is installed (1) 4" Wet Pipe Automatic Sprinkler System(s) at the site address.

****We require the following information in order to perform testing and maintenance.**

Alarm Company Name: _____

Telephone Number: _____ Alarm Company Policy# _____

Alarm Company ID# for each system (or code name) _____

***ACCEPTANCE BY OWNER:**

ACCEPTANCE BY MACCARONE PLUMBING INC.

DATE _____

DATE 6/17/2019 

*****If there are changes to page one, please complete below with the correct information*****

Customer Name: _____

Customer Street: _____

Customer City, State, Zip: _____

Customer Phone Number: _____ Customer Fax Number: _____

Contact Name: _____ Contact Email: _____

Customer owns or occupies site known as:

Site Name: _____

Site Street: _____

Site City, State, Zip: _____

Site Phone Number: _____ Site Fax Number: _____

Site Contact Name: _____ Site Contact Email: _____

***PAYMENT METHOD:**

I would like to use the payment method selected below (Select One):

☐ Check or Money Order: ****Made payable to Maccarone Plumbing, Inc.****

☐ Credit/Debit Card: Circle one: Visa MasterCard AMEX

Name as Appears

on Credit Card: _____ Account#: _____

Expiration Date: _____ / _____ Security Code/V-Code: _____

I authorize Maccarone Plumbing Inc. to charge my account as specified above and my financial institution to debit these payments from the account provided.

Signature (required): _____ Date: _____, 20____

YOUR
COPY

FIRE SPRINKLER SIGNATURE PAGE

06/29/19 To 06/28/20

****For your convenience, please sign and return only the yellow copy of the signature page along with your payment.**

Customer Name: Glen Cove Senior Center Site Name: Glen Cove Senior Center

AMOUNT DUE: \$600.00 tax exempt organization Site Address: 130 Glen St., Glen Cove, NY 11542

Fire Sprinkler System(s):

Where there is installed (1) 4" Wet Pipe Automatic Sprinkler System(s) at the site address.

★ ****We require the following information in order to perform testing and maintenance.**

Alarm Company Name: _____

Telephone Number: _____ Alarm Company Policy# _____

Alarm Company ID# for each system (or code name) _____

★ ***ACCEPTANCE BY OWNER:**

ACCEPTANCE BY MACCARONE PLUMBING INC.

DATE

DATE

★ *****If there are changes to page one, please complete below with the correct information*****

Customer Name: _____

Customer Street: _____

Customer City, State, Zip: _____

Customer Phone Number: _____ Customer Fax Number: _____

Contact Name: _____ Contact Email: _____

Customer owns or occupies site known as:

Site Name: _____

Site Street: _____

Site City, State, Zip: _____

Site Phone Number: _____ Site Fax Number: _____

Site Contact Name: _____ Site Contact Email: _____

★ ***PAYMENT METHOD:**

I would like to use the payment method selected below (Select One):

_____ Check or Money Order: ****Made payable to Maccarone Plumbing, Inc.****

_____ Credit/Debit Card: Circle one: Visa MasterCard AMEX

Name as Appears on Credit Card: _____ Account#: _____

Expiration Date: _____ / _____ Security Code/V-Code: _____

I authorize Maccarone Plumbing Inc. to charge my account as specified above and my financial institution to debit these payments from the account provided.

Signature (required): _____ Date: _____, 20____

For Office Use Only
MPI Job#:

**STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS**

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) 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 Master 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 PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master 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 Master 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 Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC 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 Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

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

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master 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.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

¹ To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

H. Severability: Any provision of the Master 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 Master Contract shall attempt in good faith to reform the Master 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.

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery 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 e-mail, upon receipt.

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

K. 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.

L. 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 Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. 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 Master 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 Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 the State Agency 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 Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Master 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 State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master 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.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master 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.

S. 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.³

T. 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.

U. 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.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

³As 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.

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master 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 Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master 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 Master Contract.

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

a) Pursuant to State Finance Law §179-t, if the Master 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 Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master 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 Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master 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 Master 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 Master Contract as required in this Section and State Finance Law §179-t, the Master 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 Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master 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 Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, 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 Master 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 Master 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 Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency 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 Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master 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 Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

Where the Master 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 Master 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 Master 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 Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency 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 Master Contract shall not be reimbursed.
3. 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 Attachment D (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 the State Agency, 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.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Initial 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. Subsequent 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 dates specified in Attachment D (Payment and Reporting Schedule).
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 (Attachment D) 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 Attachment D (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 Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (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 Attachment 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 Attachment D (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 Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency 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 Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency 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 Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ 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 Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

⁴ 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 Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ 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 Master 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.

reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency 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 Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master 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 Master 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 Master Contract shall be submitted to the State Agency 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 the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency 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 Master 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:

⁸ 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.

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 the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master 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 Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). 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 Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master 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 Master 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 Master 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:

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

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (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 Attachment D (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 Attachment C (Work Plan). 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 Attachment D (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 Attachment D (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 Master Contract, not later than the time period listed in Attachment D (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 Attachment C (Work Plan).

(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 Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (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 Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (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 the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master 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 Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor

agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

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 Master 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 Master Contract and/or any subcontract entered into under the Master 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 Master 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 Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master 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 Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

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

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

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

5. If requested by the State, upon the execution of a subcontract, the Contractor shall 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 the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (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 Master Contract for any activity other than those provided for under the Master 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 Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master 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 Master 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 Master 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 Master 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 the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master 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 Master 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 Master 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 Master 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 Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

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 Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master 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 the State Agency or State Agencies involved in the Master 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 Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master 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 Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

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

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

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

submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master 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 the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master 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 non-discrimination 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 Master 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 Master 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 Master 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 Master 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 Master 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 Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master 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 Master 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 Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master 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 the State Agency 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 Master 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 Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master 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 Master 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 Master 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 Master Contract, the Contractor agrees

to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master 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 Master 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 Master 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 the State Agency 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 Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ 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

⁹ Not applicable to not-for-profit entities.

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.

ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

DATE OF PROJECT - Projects are funded for one year and must coincide with the federal fiscal year, with a start date of October 1 and an end date of September 30.

BUDGET - Any changes in the approved budget must be submitted through the eGrants system and approved by the GTSC **before** the cost is incurred. A budget modification cannot increase the dollar amount of the grant award.

PAYMENTS - This is a reimbursement program. Grant recipients incur the costs of the project according to their approved budget and then submit a request for reimbursement to the GTSC. Claim for payment reimbursement requests must be for exact expenditures and be submitted on a quarterly basis. Payment is issued through the New York State Comptroller's Office. All costs must be documented and the claim for payment reimbursement request must be submitted through the eGrants system. The Claim for Payment form generated through the eGrants system must be printed, signed, dated and uploaded into the claim for payment reimbursement request on eGrants. If Other Than Personal Services are being claimed, the supporting documentation mentioned in the Claim for Payment Instruction Guide must also be uploaded into the claim for payment reimbursement request on eGrants. The claim for payment reimbursement request must be submitted through the eGrants system **with** all required documentation by the due dates listed in the Attachment D (Payment and Reporting Schedule) section of this contract.

The deadline for submitting a final claim for payment reimbursement request for all costs incurred during the grant year, October 1 to September 30, is October 31. The claim for payment reimbursement request must be submitted through the eGrants system **with** the signed and dated Claim for Payment form **and** all required documentation by October 31, as the National Highway Traffic Safety Administration (NHTSA) will not reimburse late claims. While we do not intend that costs go un-reimbursed, grantees must claim costs promptly or be subject to non-reimbursement.

Reimbursement and documentation requirements are outlined in the GTSC's Claim for Payment Instruction Guide, which is available on the SafeNY.ny.gov "Forms & Instructions" page.

Items mentioned in the Attachment C (Work Plan Summary) section of this contract are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract. Equipment approved in the budget must be received by July 31.

Equipment that costs \$5,000 or more per item needs **prior** written approval from the GTSC and the NHTSA. The item being approved in the grant does not mean it has been approved by the NHTSA. You must contact the GTSC to obtain the written approval **before** the item is purchased.

All Educational materials developed for this project must have prior written approval from the GTSC for content and text or be subject to non-reimbursement. Educational materials must include the following acknowledgement: "Funded by the National Highway Traffic Safety Administration with a grant from the New York State Governor's Traffic Safety Committee". The information provided in these materials must be directly related to the initiatives approved in the grant.

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ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS

REPORTING – The Attachment D (Payment and Reporting Schedule) section of this contract outlines the reporting requirements for the Police Traffic Services grant program. If an agency did not conduct grant funded activity during the reporting period, a progress report stating so is still required. The GTSC may request agencies to participate in special enforcement activities or statewide mobilizations and may provide a format to report these activities. This reporting would be in **addition** to the reports outlined in Attachment D.

MONITORING - The GTSC has the right to conduct on-site monitoring of grant funded projects, during the grant year or within 3 years after the end of the grant. The GTSC staff will schedule on-site visits at the mutual convenience of the GTSC and the project director or designee.

Contracts are for a one-year period.

Executive Order No. 177, Prohibiting State Contracts that Support Discrimination - The following applies to all contracts, and contract renewals, entered into on or after June 1, 2018 by GTSC for goods, services, technology, or construction, directly or indirectly.

New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. Pursuant to Executive Order No. 177 of the Governor of the State of New York, GTSC will not do business with entities that promote or tolerate discrimination or infringement on civil rights of New Yorkers and direct State entities.

Contractor must ensure that it is free from institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected status.

Failure to conform to this requirement may, in GTSC's discretion, be treated as a material breach of contract for which GTSC shall be entitled to terminate the Contract without incurring liability for breach thereof upon the part of the State of New York or GTSC.

Notices to the Contractor shall be addressed to:

Peter DiMaggio, Lieutenant
Glen Cove City Police Department
1 Bridge Street
Glen Cove, New York 11542

Notices to the State shall be addressed to:

New York State Governor's Traffic Safety Committee
Attn: Program Manager
6 Empire State Plaza, Room 410B
Albany, NY 12228

Contract # T006435

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS**

POLICE TRAFFIC SERVICES GRANT PROGRAM CONDITIONS:

The contractor must provide occupant protection roll-call video training to all patrol officers working on grant related activities.

Participation in the Buckle Up New York, "Click It or Ticket (CIOT)" seat belt mobilization campaign is a requirement of the Police Traffic Services grant program. Lack of participation will result in the end of funding for the remainder of the grant year.

During the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seatbelt mobilization campaign, grant funding can only be used to conduct occupant restraint enforcement.

GTSC funded PTS projects may include dangerous driving related enforcement activities in the following areas:

- seat belt and child restraint violations
- speeding violations
- aggressive driving violations
- distracted driving violations
- No Empty Chair enforcement initiatives
- pedestrian safety violations
- motorcycle safety violations
- passing stopped school buses violations and Operation Safe Stop participation
- participation in other special enforcement campaigns identified by the GTSC.
- routine commercial vehicle traffic enforcement violations. (Only routine traffic violations such as speeding, following too closely, failure to yield right of way, unsafe lane change and other related infractions).

GTSC funding may **NOT** be used for the following types of enforcement:

- Motorcycle only details
- Impaired driving details
- Commercial vehicle inspection operations, weight details or any other activity relating solely to commercial vehicles

Contract # T006435

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

FEDERAL POLICY - Policies and procedures of the following federal regulations may be applicable:

Uniform Procedures for State Highway Safety Programs 23 CFR Part 1300;

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

Contractors must also be aware of the following certifications and assurances that are imposed upon them as part of the above regulations:

NONDISCRIMINATION

The contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, grantees and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions To Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging

programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its grantees, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the NonDiscrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its grantees, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these NonDiscrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other government or private entities the following clause: "During the performance of this contract/ funding agreement, the contractor/funding recipient agrees— a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time; b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein; c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA; d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/ or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and e. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

The contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The contractor shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a contractor whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with

customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 2 CFR parts 180 and 1300. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal 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 record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, 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/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR parts 180 and 1300. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://sam.gov/>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

The contractor will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a contractor, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ATTACHMENT C – WORK PLAN SUMMARY

PROJECT NAME: Police Traffic Services
CONTRACTOR SFS PAYEE NAME: Glen Cove City of
CONTRACT PERIOD: From: 10/01/2019
To: 09/30/2020

General:

Police Traffic Services (PTS) grants are intended to provide funding for supplemental, overtime enforcement hours to law enforcement agencies to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction. The goal of this program is to reduce motor vehicle crashes and their resulting injuries and deaths.

Special conditions relating to the Police Traffic Services grant program are provided in the Attachment A-1 (Program Specific Terms and Conditions) section of this contract.

Items mentioned in the Attachment C (Work Plan Summary) are **not** eligible for reimbursement unless they are listed and approved in the Attachment B-1 (Expenditure Based Budget Summary) section of this contract.

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" Campaign:

Buckle Up New York (BUNY), "Click It or Ticket (CIOT)", is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use.

Contractor must participate in the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization that will take place May 18-31, 2020. No other enforcement activities will be funded during the two-week mobilization period.

Lack of participation in the required Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

The Click It or Ticket section of the Work Plan is what the Contractor identified as their planned seat belt enforcement strategies during the Buckle Up New York (BUNY), "Click It or Ticket (CIOT)" seat belt enforcement mobilization.

Regular PTS Enforcement:

The Regular PTS section of the Work Plan is what the Contractor identified as their jurisdictions crash problems, enforcement strategies, and their agency's crash reduction goals.

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Click It Or Ticket

Buckle Up New York (BUNY), "Click it or Ticket" (CIOT), is a statewide enforcement campaign designed to save lives and reduce the severity of injuries by increasing safety restraint use. The Governor's Traffic Safety Committee (GTSC) has set a strategic goal to increase the observed statewide seat belt use rate and to decrease unrestrained occupant fatalities in passenger vehicles. The strategies identified for accomplishing these goals include high visibility enforcement; public information and education.

Lack of participation in the required May Click It or Ticket seat belt enforcement mobilization will result in the end of funding for the remainder of the grant year.

No other enforcement activities will be funded during the two week mobilization period.

1. This agency will participate in the Click it or Ticket seatbelt enforcement mobilization that will take place May 18-31, 2020:
2. Agency agrees to submit May Mobilization progress report by June 15, 2020—two weeks after conclusion of the Click it or Ticket mobilization.
3. Agency agrees to submit May Mobilization claim for payment by June 30, 2020.
4. How many dedicated seat belt details does your agency plan to staff during the Click it or Ticket enforcement period? 12
 - a. Which of the following enforcement strategies will your agency employ?
Check all that apply: Checkpoints ☒ Roving patrols ☒ Bicycle patrols ☐
Other Please explain:
5. This agency will plan inter-agency enforcement details: Yes No ☒
If yes: list at least one partner agency
6. This agency will conduct a pre- or post-mobilization seatbelt compliance survey: Yes No ☒
7. This agency will conduct at least one enforcement detail between the hours of 4:00 pm and 8:00 pm: Yes ☒
No
8. In the space below, provide additional information about your planned seat belt enforcement operations, such as locations to be used, tactics, creative approaches, etc.
The City of Glen Cove Police Department has proudly participated in the state's Click It or ticket initiative for many years. The department's strategy is to assign foot patrol officers at heavily traveled intersections and when motor vehicles are stopped at a red traffic signal light, officers walk alongside vehicles and check for seat-belt/child-seat compliance. These initiatives are predominately done between 0600-2000 hours during the mobilization period.

Earned media (or free media) refers to publicity gained through promotional efforts other than paid media advertising. This includes outreach to local news outlets and/or social media to promote the use of occupant

Click It Or Ticket

restraints. Media kits are available on line at <https://www.trafficsafetymarketing.gov/get-materials/seat-belts>

9. This agency will conduct earned media efforts prior to or during the 2020 Click It or Ticket enforcement mobilization

Yes

List outreach

10. Conduct occupant protection roll-call video training for all patrol officers working on grant related activities .
For a copy of the video, contact the Governor's Traffic Safety Committee.

YES, we will incorporate this ✓

End of the Click It or Ticket Work Plan.

Regular PTS

1. Please name/identify specific locations where crashes are occurring in your jurisdiction. (If multiple, please list your top 3 locations). Provide details.

Location 1

Speeding along the city's main thorough ways has been a persistent problem within the City of Glen Cove, however Failure to Yield, Driving Too Closely, Driver Inattention, Operating a motor vehicle while Texting and Operating a Motor Vehicle while on a Cell Phone have been seen as consistent contributing factors when analyzing crash data. The hours between 1100-2000 hours account for a large percentage of vehicle accidents within our city, predominately Mondays through Friday when road congestion is high and commuters are attempting to leave the city. Forest Avenue and Cedar Swamp Road are responsible for a large portion of the reported accidents in Glen Cove. This data was obtained and calculated from accident reports filed by the City of Glen Cove Police Department.

2. What is the primary contributing factor causing these crashes? Provide details.

Location 1

Speeding, Failure to Yield, Driving too Closely, Driver Inattention, Operating a motor vehicle while texting and Operating a motor vehicle while on a cell phone have been seen as consistent contributing factors when analyzing crash data. The hours between 1100 and 2000 hours account for a large percentage of vehicle accidents in our city, predominately Mondays through Friday when road congestion is high and commuters are attempting to leave the city. Forest Avenue, Brewster Street and Cedar Swamp Road are responsible for a large portion of the reported accidents in Glen Cove. This data was obtained and calculated from accident reports filed by the City of Glen Cove Police Department.

3. When are these crashes occurring? (time of day and day of week). Provide details.

Location 1

Monitoring of the contributing factors for all traffic accidents on Forest Avenue, Brewster Street and Cedar Swamp Road will be done on a monthly basis. Adjustments to time and location will be made as needed. Emphasis on maintaining declining traffic accidents will be encouraged, not just during grant periods, but at all times moving forward.

4. Enforcement Strategy: How will you deploy agency resources to address this problem? Provide details.

Location 1

Marked patrols will be increased on Forest Avenue, Brewster Street and Cedar Swamp Road between 1100 and 2000 hours during weekdays. Speed enforcement will always be present, a roadside speed trailer will be deployed on these streets on various days. Increased enforcement for Failure to Yield, Following too Closely and Driver Inattention will be strongly emphasized. This detail will be instituted at specific times of the year. One wave will be during the first two weeks of the new school year in September. Another wave will be conducted at a time to be determined. We will also be participating in the Click it or Ticket Mobilization, as well as No Empty Chair initiative.

Regular PTS

5. The overarching mission of the PTS grant program is to reduce personal injury and fatal crashes. What is your agency's crash reduction goal in percentage or total number ? Provide details.

Location 1

Our objective is to reduce all traffic accidents within our city , but especially on Forest Avenue, Brewster Street and Cedar Swamp Road where ideally we would like to try and reduce accidents by at least 10%. As part of that initiative, i would like to see a reduction of accidents that have had contributing factors such as Failure to Yield and Driving Too Closely and Driver Inattention. Our hope is to reach these goals early in the grant period and maintain or decrease those numbers as time goes by. The goals will be monitored monthly to confirm successes.

Check **voluntary** enforcement initiatives your agency plans to participate in from the list below.

Distracted Driver Campaigns; ✓

Operation Safe Stop; ✓

No Empty Chair; ✓

Pedestrian Safety Enforcement Mobilization; ✓

Speed Awareness Enforcement Mobilization; ✓

Regional or multi-agency enforcement waves that support GTSC goals (must not be an impaired wave, commercial motor vehicle inspection or motorcycle only checkpoint.) ✓

End of the Regular PTS Work Plan.

End of Work Plan.

**ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE**

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency 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. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0.00 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).
2. The State Agency will make an initial payment to the Contractor in the amount of 0 percent (0.00 %) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than 0 days from the beginning of the budget period.
3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
Period: _____	Amount: _____	Due Date: _____
4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (0.00 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

- ☒ Quarterly Reimbursement
Due date 1/31/2020, 04/30/2020, 07/31/2020 and 10/31/2020
- ☐ Monthly Reimbursement
Due date _____
- ☐ Biannual Reimbursement
Due date _____

- ☐ Fee for Service Reimbursement
Due date _____
- ☐ Rate Based Reimbursement
Due date _____
- ☐ Fifth Quarter Reimbursement
Due date _____
- ☐ Milestone/Performance Reimbursement
Due date/Frequency _____
- ☐ Scheduled Reimbursement
Due date/Frequency _____
- ☐ Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports *(select the applicable report type):*

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☒ Expenditure 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 Master Contract.

☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than _____ days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)¹

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1

¹ The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

TABLE I—REPORTING SCHEDULE

[illegible]

III. SPECIAL PAYMENT AND REPORTING PROVISIONS

Not Applicable



City of Glen Cove
9 Glen Street
Glen Cove, NY 11542

BUDGET AMENDMENT FORM

GCF-1 (7/08)

Department: MAYOR

BUDGET YEAR 2019

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EST. REVENUE INCREASE (DECREASE)	APPROPRIATION INCREASE (DECREASE)
A1210-55438	Contractual Services		\$10,000.00
A1210-42770	Miscellaneous Revenue	\$10,000.00	

Reason for Amendment:

To amend the budget to accept the Grant reimbursement
for the pickleboard court.

Department Head Signature: _____ Date: _____

City Controller Approval: Sandra Clarson Digitally signed by Sandra Clarson
DN: cn=Sandra Clarson, o=City of Glen Cove, ou,
email=sclarson@cityofglencoveny.org, c=US
Date: 2019.05.21 18:06:11 -0400 Date: 07/17/2019

City Council Approval-Resolution Number: _____ Date: _____