

VILLAGE OF BUCHANAN
MAYOR AND BOARD OF TRUSTEES REGULAR MEETING
TUESDAY, SEPTEMBER 1, 2020 at 7:30 P.M.
This Meeting is Being Conducted in Accordance with Executive Order 202.1

**Please note that you may hear the meeting live by going to the
Village Facebook page at the time of the meeting.**

You may call in with questions or comments to 914-737-1034

A G E N D A

1. PLEDGE OF ALLEGIANCE:
2. APPROVE MINUTES: July 7, 2020 Board Meeting, July 28 Workshop Meeting
3. COMMENTS FROM THE FLOOR: (agenda items only)
4. NEW BUSINESS:
 - a. Consider a Motion to authorize the Mayor to sign the Westchester County agreement regarding Fire House Radios
 - b. Consider a Motion to authorize the Change Order for Water Main Connection and Drainage Pipe to the 4th Street Pump Station
 - c. Consider a Motion to Declare Village Vehicles/Equipment Surplus and Authorize Village Administrator to Request Proposals for 1988 Mack Garbage Truck, 1991 Chevrolet Utility Truck, 2001 Crown Victoria, 2003 Chevrolet Utility Truck, Lesco Walk Behind Mower
 - d. Consider a Resolution to adopt the LGS-1 Retention and Disposition Schedule
5. INFORMATION FROM OFFICERS & DEPARTMENTS:
 - a. Justice Court Reports – July 2020
 - b. Police Report – July 2020
 - c. Attorney’s Report
 - d. Administrator’s Report
 - e. Mayor’s Report
 - f. Trustee’s Report
6. COMMENTS FROM THE FLOOR:
7. EXECUTIVE SESSION:
8. ADJOURNMENT:

THIS LICENSE AGREEMENT (the "License Agreement"), made the _____ day of _____, 2020 ("Effective Date) by and between:

THE COUNTY OF WESTCHESTER, by and through its Department of Emergency Services or Department of Public Safety, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County",)

and

_____, a municipal corporation of the State of New York, having an office and place of business at _____

(hereinafter referred to as the "Municipality").

(The "County" and "Municipality" are referred to collectively as the "Parties".)

W I T N E S S E T H:

WHEREAS, the County wishes to supply emergency communications equipment, including control stations, mobiles and portable radio communications hardware, installations and supplies to public safety-first responders from fire, emergency medical services and law enforcement agencies within Westchester County to support emergency communications and maintain a safe and reliable means to communicate while serving the residents, workforce and visitors in Westchester County (the "Program"); and

WHEREAS, the County will purchase the emergency communications equipment using various funding sources and distribute such equipment to local municipalities, fire districts, fire companies that participate in the County Fire Mutual Aid Plan, and hospitals for use on primary first line emergency response equipment (fire and emergency medical services), authorized law enforcement dispatch locations and hospital facilities; and

WHEREAS, the Municipality will use the emergency communications equipment to communicate on County radio communications systems (the “County Systems”) to provide public safety first response to fire and medical emergencies and for law enforcement agency matters on a 24/7 basis to the public as part of mutual aid; and

WHEREAS, the County desires to enter into this license agreement with the Municipality for the distribution and operation of the aforesaid equipment.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the Parties agree as follows:

ARTICLE I
GENERAL PROVISIONS

1. GENERAL TERMS:

The County, acting through the Westchester County Commissioner of Emergency Services or his designee for fire and EMS equipment and the Westchester County Commissioner of Public Safety or his designee for law enforcement equipment, (the “Commissioner”), shall furnish the Municipality with emergency communications equipment, including control stations, mobiles and portable radio communications hardware, supplies, power supplies, cabling, antennas, microphones and accessories as described in Schedule “A” (the “Equipment”), as well as the installation of the Equipment in fixed and/or mobile equipment according to the terms set forth in this License Agreement.

Schedule “A” is also referred herein to as the “Equipment List.”

The County or its vendor shall distribute and install the Equipment for the Municipality. The County or its vendor shall schedule with the Municipality the installation of the Equipment. The Parties agree that upon delivery and installation of the Equipment the Municipality or its Third Party Authorized User shall sign for and acknowledge receipt of the Equipment by executing a written receipt for same, which shall be on a form prepared by the

County and include the recipient, quantity, make, model and serial number of each item of Equipment. The Parties further agree that Schedule "A" shall be updated to reflect the information in the receipt, and that the updated Schedule "A" shall be deemed a part of this License Agreement.

The Equipment delivery hereunder shall be provided in accordance with the County's customary standards and practices.

The Municipality agrees to provide the County with reasonable access to all necessary equipment and information for the County's installation of the Equipment and technical support services.

The Municipality acknowledges and understands that the Equipment to be distributed pursuant to this License Agreement is intended to enhance the ability of first responders to safely and reliably communicate with the County and other emergency response resources, including fire services, Public Safety Answering Points (PSAPs), emergency medical services, public health services, law enforcement agencies and hospitals for mutual aid purposes through the County Systems.

The Municipality acknowledges that the distribution of Equipment is subject to the availability of funding. It shall be within the County's sole and complete discretion as to how much and what type of equipment to distribute to the Municipality. In addition, while it is not currently anticipated that replacement equipment or additional equipment and supplies will be distributed under the Program, the County reserves the right to expand the Equipment in the event that additional funding resources become available. In the event such additional funding resources become available and the County chooses to purchase additional equipment for distribution to the Municipality, the County will send an amended Schedule "A" (the "Amended Equipment List") to the Municipality, which shall identify the additional equipment to be distributed to the Municipality. While the Municipality is under no obligation to accept such additional equipment, the Municipality, within ten (10) days of its receipt of an Amended Equipment List, shall notify the Commissioner in writing whether or not it desires to accept the

additional equipment. If the Municipality accepts such additional equipment, delivery, installation and use of such additional equipment shall be in accordance with the terms of this License Agreement, and Schedule “A” shall be deemed amended to include the Amendment Equipment List.

Once installed by the County, the Municipality shall not uninstall, change or reassign the location or unit assignment of the Equipment without obtaining the prior written consent of the County.

The County will provide initial radio programming and installation services for the Equipment at no charge. Should the Municipality or its Authorized Third Party User wish to purchase additional equipment or system accessories, it shall be responsible for purchasing, repairing, programming and maintaining such equipment. Any new or additional radio programming shall be done by a County authorized communications vendor at the expense of the Municipality and only upon receiving written approval for any new or replacement equipment from the County. The County shall maintain control over the County System, and will establish mandatory user guidelines and operating procedures for all County System users. The Municipality and/or Authorized Third Party User agree to abide by the County’s user guidelines and operating procedures for all County System users.

2. **AUTHORIZED USE OF EQUIPMENT:** The Municipality agrees that the Equipment shall be used for emergency response situations, such as responding to a fire, medical or other emergency, or law enforcement matters, or to fulfill mutual aid requests in accordance with applicable law. The Equipment shall be used in accordance with the written guidelines for use developed by the County, a copy of which will be supplied to the Municipality upon request.

3. **MUNICIPALITY’S RESPONSIBILITIES AND EQUIPMENT TRANSFER CONDITIONS:**

(a) The Municipality agrees and shall ensure that only qualified persons with appropriate training will utilize the Equipment when the Equipment is used by the Municipality.

The Municipality shall verify that such persons have fulfilled their initial and on-going training requirements in accordance with all federal, State, and/or County programmatic requirements, as well as all applicable laws, rules and regulations, including but not limited to, those promulgated by the Federal Communications Commission (FCC).

(b) The Municipality shall maintain custody and control of the Equipment and shall not transfer custody and control of the Equipment, except in the case of a transfer to an Authorized Third Party User as provided for herein.

(c) The Municipality shall, at its sole cost and expense, maintain the Equipment in good working order and repair or replace the Equipment if damaged following the Equipment warranty period, if any.

(d) The County shall have the right to designate Equipment for the Municipality's ambulance/EMS service provider or volunteer fire corp. pursuant to the terms of this License Agreement ("Authorized Third Party User"). In such a case, the Municipality shall enter into a written ambulance/EMS service contract or volunteer fire corp. service contract with the Authorized Third Party User for the transfer custody and control (not ownership) of such designated Equipment from the Municipality to the Authorized Third Party User, and the contract shall specifically incorporate by reference this License Agreement and shall make all of the terms, conditions, limitation and requirements of this License Agreement binding upon the Authorized Third Party User as a direct obligation of such Authorized Third Party User to the Municipality and the County. If for any reason the Authorized Third Party User fails, refuses or stops providing emergency first responder services for the Municipality, the Municipality shall repossess the Equipment and either return it to the County or redistribute it with the County's written permission pursuant to the terms of this License Agreement.

(e) The Municipality understands and acknowledges that the County has the right to reissue, remotely disable or retake possession and use of the Equipment. In the event the County notifies the Municipality of such a reissuance, the Municipality will promptly return possession of the Equipment to the County as directed by the Commissioner. The Municipality agrees to

relinquish any claim in law or equity it may have concerning the Equipment in the event of Equipment redeployment or reissuance.

4. TERM: The term of this License Agreement shall commence on the Effective Date and continue in full force and effect to the end of the useful life of the Equipment and through the proper disposal of the Equipment, unless the License Agreement shall have been terminated earlier in accordance with paragraph 6.

Nothing in this paragraph shall limit the Municipalities responsibilities under paragraph 3(c), and the phrase “end of the useful life” used above shall not include damage to the Equipment for which the Municipality has the responsibility to repair the Equipment pursuant to paragraph 3(c).

5. AUDIT: The Municipality agrees to utilize the Equipment only for the purposes and activities set forth in this License Agreement and shall keep an accurate accounting of all Equipment received pursuant to this License Agreement and the purpose for which the Equipment has been used by the Municipality. The Municipality will allow the County to conduct periodic visits for the purposes of inspection, inventory of the Equipment and auditing the records required hereunder. The Municipality shall establish and maintain complete and accurate written records, documents, reports, and accounts for the Equipment. The Municipality shall provide the County with an annual report (by January 31st of each year) in the form attached hereto as Schedule “B” or such other format and interval that may be required by the County. These records must be kept for the balance of the calendar year in which they were made.

6. TERMINATION: (a) The County on thirty (30) days notice to the Municipality may terminate this License Agreement in whole or in part when it deems it to be in its best interest.

(b) In the event the Municipality defaults in the performance of any term, condition or covenant herein contained, the County at its option and in addition to any other remedy it may

have to seek damages, judicial enforcement or other lawful remedy, may terminate this License Agreement upon forty eight (48) hours written notice to the Municipality.

(c) Upon termination, all right of the Municipality to the use of the Equipment shall absolutely cease and terminate as though this License Agreement had never been made, but the Municipality shall remain liable to the extent hereinafter provided; and thereupon the County may, by its agents, enter upon the premises where any of the Equipment may be and take possession of all or any such Equipment and thenceforth hold, possess and enjoy the same free from any right of the Municipality or its successors or assigns, to use the Equipment for any purposes whatsoever; but the County shall, nevertheless, have the right to recover from the Municipality any damages and expenses in addition thereto, including reasonable attorneys' fees, which the County shall have sustained by reason of the breach of any covenant of this License Agreement. The County shall take immediate possession of the Equipment issued hereunder wherever found, with or without process of law, and the County shall not be responsible for any damage which Municipality sustains by virtue of said act.

7. ASSIGNMENT: The Municipality shall not assign, sublet or transfer or otherwise dispose of its interest in this License Agreement or the Equipment without the prior written consent of the County. Any purported delegation of duties, assignment of rights or subletting of this License Agreement without the prior written consent of the County is void.

8. COMPLIANCE WITH LAW: The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations and Executive Orders.

9. ACTS OF GOD: Neither the County nor the Municipality shall be liable to the other or deemed to be in default for any delay or failure to perform under this License Agreement resulting from acts of God, civil or military insurrection, explosions, floods, riots, earthquakes, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any other causes, but in every case the delays must be beyond the control and without the fault of the County, the Municipality or their respective contractors.

10. INDEMNIFICATION: The Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality, its police officers and firemen, or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

11. WBE/MBE: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "C" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Municipality agrees to complete the questionnaire attached hereto as Schedule "C", as part of this Agreement.

12. ANTI-DISCRIMINATION: The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed,

religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

13. WAIVER: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

14. VETERANS: The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, the Municipality agrees to complete the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans attached hereto as Schedule "D", as part of this License Agreement.

15. SEVERABILITY: If any term or provision of this License Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this License Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

16. HEADINGS: The headings in this License Agreement shall be for references purposes only.

17. NOTICES: All notices of any nature referred to in this License Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner
Department of Emergency Services
4 Dana Road
Valhalla, New York 10595

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

18. ENTIRE AGREEMENT: This License Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

19. ENFORCEMENT: This License Agreement shall be construed and enforced in accordance with the laws of the State of New York. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

20. COUNTERPARTS: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. INDEPENDENT CONTRACTOR: The Municipality is an independent contractor and shall not make any claim, demand or application to or for any right based upon any different status.

ARTICLE II
EQUIPMENT PURCHASED WITH BIT 32 COUNTY BOND FUNDS

22. BIT32 EQUIPMENT: (a) This Article II shall apply to Equipment paid for by the County with County bond funds authorized pursuant to County Bond Act Nos. 2018-108, 2018-109, 2018-110, 2018-111, 2018-112, 2018-113, 2018-114, 2019-115, 2019-146, 2019-147 and 2019-148. Such Equipment for purposes of this Article II shall be referred to as the “BIT32 Equipment”. In addition to the provisions in Article I, the Parties agree that the provisions in this Article II shall apply to the BIT32 Equipment.

(b) The Parties acknowledge that the County entered into an agreement, dated December 27, 2018, with Motorola Solutions, Inc. (“Agreement IT- 1559”) through which the County purchased the BIT32 Equipment. For purposes of this Article II, the terms and conditions of Agreement IT-1559 and any amendment or extensions with respect to the BIT32 Equipment are hereby made a part hereof and incorporated herein by reference. The Municipality agrees to comply with all terms, conditions and provisions in Agreement IT-1559 applicable to the BIT32 Equipment.

23. AUTHORIZED USER: The Municipality acknowledges and understands that through this License Agreement it and any Authorized Third Party User is an Authorized User (as the term Authorized User is defined in Agreement IT-1559) of the BIT32 Equipment. The Municipality agrees to use the BIT32 Equipment in a manner that does not violate the terms of Agreement IT-1559.

24. OWNERSHIP OF EQUIPMENT: Title and risk of loss of the BIT32

Equipment shall pass to the Municipality upon delivery. The Municipality agrees that it will not sell or otherwise transfer custody and control of the BIT32 Equipment, except to an Authorized Third Party User as provided for in Article I above.

25. USE OF SOFTWARE: (a) The Municipality may use the Software (as defined in Agreement IT-1559) for BIT32 Equipment only for the Municipality's internal business purposes and only in accordance with the Documentation (as defined in Agreement IT-1559). Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Municipality will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

(b) Municipality will take reasonable efforts to ensure it and any third party under the Municipality's direction or control will not (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) intentionally remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solution Inc.'s proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by Agreement IT-1559; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

(c) Unless authorized by the County in writing, the Municipality will take reasonable effort to ensure it, and any third party under its direction or control will not (i) install licensed

copies of the Software installed in one unit of a Designated Product (as defined in Agreement IT-1559) into a device for which the Software was not authorized for use.

ARTICLE III
EQUIPMENT PURCHASED WITH STATE GRANT CONTRACT FUNDS

26. STATE GRANT EQUIPMENT: (a) This Article III shall apply to Equipment paid for by the County with funds provided by the County pursuant to a grant contract with the New York State Division of Homeland Security (“State Agency”) and the County Department of Emergency Services, dated November 8, 2018, and any renewals, amendments or extensions thereof (the “State Grant Contract”). Such Equipment for purposes of this this Article II shall be referred to as the “State Grant Equipment”. In addition to the provisions in Article I, the Parties agree that the provisions in this Article III shall apply with regard to the State Grant Equipment.

(b) The terms and conditions of the State Grant Contract and any amendment or extensions are hereby made a part hereof and incorporated herein by reference. The Municipality agrees to comply with all terms, conditions and provisions in the State Grant Contract. The Municipality shall be held accountable for all terms and conditions set for in the State Grant Contract in its entirety. The Municipality shall not use the State Grant Equipment for any activity other than those provided for under the State Grant Contract, except with the State Agency’s prior written permission.

27. OWNERSHIP OF STATE GRANT EQUIPMENT: The Municipality agrees that title to the State Grant Equipment shall be governed by the terms of the State Grant Contract. The Municipality will not sell or otherwise transfer the State Grant Equipment, except the Municipality will transfer custody and control of the State Grant Equipment to Authorized Third Party Users as provided for in Article I. The Municipality agrees that the State Agency retains ultimate control over and ownership of the State Grant Equipment pursuant to the terms of the State Grant Contract. The Municipality may dispose of the State Grant Equipment only pursuant to the terms in the State Grant Contract.

28. CERTIFICATION REGARDING LOBBYING: The Municipality hereby agrees to complete the Certification Regarding Lobbying attached hereto as Schedule “E” and which is made a part hereof.

29. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION: The Municipality hereby agrees to complete the Debarment and Suspension Certificate attached hereto as Schedule “F” and which is made a part hereof.

30. CERTIFIED ASSURANCES FOR FEDERAL SUPPORTED PROJECTS: The Municipality agrees to the terms and provisions set forth in Schedule “G”, Division of Homeland Security and Emergency Services Grant Assurances and Certifications for Federally Funded Grants.

31. REPORTING: The Municipality shall submit to the County all documentation, information or forms that the County needs in order to comply with the reporting requirements under the State Grant Contract. The Municipality shall complete all form required by the State Agency under the State Grant Contract.

32. NON-DISCRIMINATION REQUIREMENT: The Municipality will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. The Municipality shall not by reason of race, creed, color disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this License Agreement.

33. EQUAL EMPLOYMENT OPPORTUNITY (EEO).

(a) The Municipality shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment without discrimination because of race creed, color, national origin, sex, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of completion. If the Municipality does not have an existing EEO policy. Section 3(b)(iv) of the State Grant Contract may be use to develop one.

(b) The Municipality will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status , will undertake or continue existing EEO programs to ensure that minority group members and women are afforded and equal employment opportunities without discrimination and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in the work force in connection with this License Agreement.

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

(d) The Municipality shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national original, sex, age, disability or marital status that such union or representative will affirmatively cooperate in the implementation of the County's obligations herein in connection with this License Agreement.

(e) The Municipality shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional nondiscrimination provisions. The Municipality shall not discriminate against any employee or applicant for employment because of race, creed (religions), color, sex, national origin, sexual orientation, military status, age,

disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(f) The Municipality will take all necessary affirmative steps to assure that minority forms, women's business enterprises, and labor surplus are firms are used when possible.

34. AUDIT: The Municipality will allow the State Agency to conduct periodic visits for the purposes of inspection, inventory of the Equipment and auditing the records required hereunder. The Municipality shall provide or complete any other reports necessary for the County to report to the State Agency or federal government with regard to the State Grant Equipment. This License Agreement may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulation, and guidelines applicable to the Contract. The Municipality shall meet all audit requirements of the federal government and State of New York.

IN WITNESS WHEREOF, The County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
John M. Cullen
Commissioner of Emergency Services

MUNICIPALITY

By: _____
(Name and Title)

Authorized by the Westchester County Board of Acquisition and Contract on the _____ day of _____.

Authorized by the Municipality on _____.

Approved as to form and
manner of execution:

Sr. Assistant County Attorney
The County of Westchester
K:noe/dit/license agreement with agencies/final

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On this _____ day of _____, 2019, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)

(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village
Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 2019, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who being by
me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

Notary Public County

SCHEDULE "B"

WESTCHESTER COUNTY EQUIPMENT/PROPERTY RECORDS

Motorola APX8500 All Band Radio Transceiver:

This equipment/ property tracking form must be completed annually by the agency that received equipment from the County of Westchester. This is a legal requirement of the State and Federal Government to track grant funded property and must be completed until the time the equipment is deemed to reach end of life or is no longer operable. Property shall not be transferred or disposed of without County permission. This form must be completed and returned to the Dept. of Emergency Services, 4 Dana Road, Valhalla, NY 10595 by January 31 of each year.

Date: _____

Agency: _____

Address: _____

Primary POC: (Name) _____ Email: _____ Primary
Phone: _____

Secondary POC: (Name) _____ Email: _____ Primary
Phone: _____

1	2	3	4	5	6	7
Property:	Serial Number	Unit Assigned	Alias	Dual Head or Single Head	Radio Condition	Antenna Condition
Motorola APX8500	681CUD1621	Chef's Vehicles	Car 2021	Dual head	New	New

Unit Condition: N-New, E-Excellent, G- Good, P-Poor, OOS- Out of Service

Signature:

Date:

SCHEDULE "C"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.

- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_____ No

_____ Yes

Please note: If you answered “yes” based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered “Yes” above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: _____

Address: _____

Name and Title of person completing questionnaire: _____

Signature: _____

Notary Public

Date

SCHEDULE "D"

For Informational Purposes Only

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY
SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

_____ No
_____ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

_____ No
_____ Yes

3. If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

Name of Firm/Business Enterprise: _____

Address: _____

Name/Title of Person completing Questionnaire: _____

Signature: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF)

Notary Public

Date:

SCHEDULE "E"

**Certification Regarding 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 or 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 undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31 U.S.C. § 1352. 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.

Organization

Authorized Signature Title Date

NOTE: If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001

SCHEDULE "F"

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-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, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

SCHEDULE "G"

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES Grant Assurances and Certifications for Federally-Funded Grants

The certifications herein shall be treated as a material representation of fact upon which reliance will be placed when the State of New York and/or the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

As the duly authorized representative of the applicant, I certify that the applicant agrees to comply with the following:

FOR U.S. DEPARTMENT OF HOMELAND SECURITY GRANTS AND U .S. DEPARTMENT OF TRANSPORTATION GRANTS:

1. The administrative, cost principles, and audit requirements that apply to these funds originate from 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 CFR Part 3002.

2. Lobbying. As required by 31 USC §1352, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 44 CFR Part 18, the applicant certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions;
- c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly. 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. Debarment, Suspension and other Responsibility Matters (Direct Recipient). Applicant agrees that it will not make any award or permit any award (subgrant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 17, for prospective participants in primary covered transactions, the applicant certifies that it and its principals:

- a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- d) Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

4. Drug-Free Workplace (Grantees other than Individuals). Recipients are required to comply with the Drug-Free Workplace Act of 1988 (41 USC §701 et seq.), adopted at 2 CFR Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 CFR Part 3001.

5. Applicant agrees that it will comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR

Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

6. Applicant agrees that it has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

7. Applicant agrees that it will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

8. Applicant agrees that it will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

9. Applicant agrees that it will give the awarding agency, the Comptroller General of the United States and the State, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

10. Applicant agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.

11. Applicant agrees that it will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

12. Applicant agrees that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in OPM's Standards for a Merit System of Personnel Administration) 5 CFR Part 900, Subpart F.

13. All recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

14. All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients

of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

15. Applicant agrees that planned expenditures utilizing grant funds are consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

16. All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

17. All recipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as useful resources the DHS Privacy Impact Assessments: visit www.dhs.gov/policy.

18. Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

19. Any cost allowable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or terms and conditions of the Federal awards or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting

costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations or the terms and conditions of the Federal awards.

20. All recipients must comply with the requirements of 42 USC §6201 which contain policies relating to energy efficient that are defined in the state energy conservation plan issues in compliance with this Act.

21. All recipients must report each action that obligations \$25,000 or more in Federal funds that does not include Recovery Funds (as defined in §1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L 111-5) for a subaward to an entity, unless provided in paragraph D as required by 2 CFR part 170, "Reporting Subaward and Executive Compensation Information" and the Federal Funding Accountability and Transparency Act 2006 (FFATA). Recipients must register at www.sam.gov and report information about each obligating action in accordance with the submission instructions posted at www.fsrs.gov.

22. All recipients must maintain the currency of the information in the SAM until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.

23. All recipients must comply with the requirements of 31 USC §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 USC §3801-3812 which details the administrative remedy for false claims and statements made.

24. All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

25. All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to the Comptroller General Decision B-138942.

26. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 USC §2225.

27. All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded

\$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. Applicant agrees that it will comply with all provisions of 48 CFR §31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

29. All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

30. All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

31. Applicant agrees that it will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.

32. Applicant agrees that it will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

33. All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

35. Applicant agrees that it will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable

copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

36. Applicant agrees that it will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

37. Applicant agrees that it will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by such other information as may be required by the assistance awarding agency or state.

38. Applicant agrees that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

39. Applicant agrees that it will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

40. Applicant agrees that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

41. Applicant agrees that it will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

42. Applicant agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (implementing regulations are found at 6 CFR Part 21 and 44 CFR Part 7); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686; Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex from participation in, be denied the benefits of, or be

subjected to discrimination under any educational program or activity receiving Federal financial assistance; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794, as amended), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (these requirements pertain to the provision of benefits or services as well as to employment) ; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 *et seq.*)), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 *et seq.*), as amended, which prohibits discrimination in the sale, rental or financing of housing on the basis of race, color, national origin, religion, disability, familial status and sex (implementing regulations are found at 24 CFR Part 100). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units – i.e., the public and common use areas and individual apartment units (all units in building with elevators and ground-floor units in buildings without elevators_ - be designed and constructed with certain accessible features (see 24 CFR §100.201); (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

43. All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

44. All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12101-12213).

45. Applicant agrees that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

46. Applicant agrees that it will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 *et seq.* [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases.

47. Applicant agrees that will comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

48. Applicant agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

49. Applicant agrees that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

50. Applicant agrees that it will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

51. Applicant agrees that it will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

52. Applicant agrees that it will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

53. Applicant agrees that it will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

54. Applicant agrees that it will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

55. All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C §2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

56. Applicant agrees that it will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the

Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

57. Applicant agrees that if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

58. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

59. Applicant agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

60. All recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.

61. All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.

62. Applicant agrees that in making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

FOR U.S. DEPARTMENT OF HOMELAND SECURITY GRANTS:

63. All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff:

- Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

- Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
- Recipients must obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.
- The United States has the right to seek judicial enforcement of these obligations.

FOR U.S. DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANTS:

- Title VI of the Civil Rights Act of 1964 (42 USC §2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs of the Department of Transportation – Effectuation of the Civil Rights Act of 1964);
- 28 CFR §50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 USC §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 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and §504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which 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 entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 USC §1681 et seq.)
- The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General U.S. DOT Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the Pipeline and Hazardous Materials Safety Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age of Discrimination Act of 1975, and §405 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific U.S. DOT Assurances

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Hazardous Materials Emergency Preparedness Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23(b) and 21.23(e) of 49 CFR §21 will be (with regard to an “activity”) facilitated, or will be (with regard a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Hazardous Materials Emergency Preparedness Grant Program and, in adapted from, in all proposals for negotiated agreements regardless of funding source:

“The [Entity Name], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that with respect to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United State effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permit or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures to improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

- b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipient, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all required imposed or pursuant to the Acts, the Regulations and this Assurance.
 10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under these Acts, the Regulations, and this Assurance.

By signing this Assurance, the Grantee also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Pipeline and Hazardous Materials Safety Administration access to records, accounts, documents, information, facilities and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Pipeline and Hazardous Materials Safety Administration. You must keep records, reports, and submit the material for review upon request to the Pipeline and Hazardous Materials Safety Administration, or its designee in a timely, complete and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee give this Assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Hazardous Materials Emergency Preparedness Grant Program. This Assurance is binding on Grantee, other recipients, subrecipients, subgrantees, contractor, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Hazardous Materials Emergency Preparedness Grant Program.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

APPLICANT/GRANTEE ACCEPTANCE OF CERTIFIED ASSURANCES (Signature of Chief Executive of Unit of Local Government or Community Organization, or State Agency Head)

_____ (Signature) _____ (Date)

Name: _____

Title: _____

Address: _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and make a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations including employment practices when the contract covers any activity, project, or program set forth in Append B of 49 CFR Part 21 (Including Modal Operating Administration specific program requirements).
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and Regulations relative to non-discrimination on the grounds of race, color or national origin. (Including Modal Operating Administration specific program requirements).
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Pipeline and Hazardous Materials Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Pipeline Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix B
Clauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (Title of Recipient) will accept title to the lands and maintain the project constructed thereon in according with (Name of Appropriate Legislative Authority), the Regulations of the Administration (Name of Appropriate Program), and the policies and procedures prescribed by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in accordance and compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC sections 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title of Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Title of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on (Title of Recipient), its successors and assigns.

The (Title of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (Title of Recipient) will use the lands and interest in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above descried land and facilities will thereon revert to such and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interested existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix C

Clauses for the Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program

The following clauses will be added in deeds, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, Permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, Permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc. in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix D
**Clauses for the Construction of Real Property Acquired or Improved Under the Activity,
Facility or Program**

The following clauses will be added in deeds, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(b):

- A. The (grantee, lessee, Permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add “as a covenant running with the land” that (1) no person on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds or race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, Permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and the Regulations, as amended, set forth in this Assurance.

- B. With respect to licenses, leases, permits, etc. in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following Non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC §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 *et seq.* [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- Federal-Aid Highway Act of 1973 (23 USC section 324 *et seq.*), which prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 USC §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 USC §6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement act of 1982 (49 USC section 471, section 47123), as amended which prohibits discrimination based on race, creed, color, national origin, or sex;
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and §504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which 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 entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Federal Aviation’s Non-discrimination statute (49 USC section 47123) which prohibits discrimination on the basis of race, color, national origin and sex;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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;
- Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations for persons with limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 USC §1681 et seq.)

George Latimer
County Executive

Department of Emergency Services

John M. Cullen
Commissioner

March 11, 2020

Buchanan Fire Department
3159 Albany Post Road
Buchanan, NY 10511

Dear Commissioner:

Westchester County has commenced the construction of a multimillion dollar radio replacement project in an effort to enhance the emergency services communications systems used by the fire, EMS, Public Safety Answering Points (PSAPs) and Hospitals in the county. This system is used daily for primary emergency radio communications to coordinate emergency responses and to support the coordination of the heavily used fire and EMS mutual aid system. New system enhancements include improved system coverage, including on-street portable radio coverage, upgraded system reliability, redundancy and interoperability.

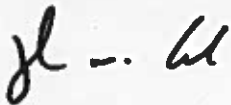
One component of the system upgrade will be the replacement of the current outdated trunked radio equipment the County provided in the past for first line emergency response apparatus. In an effort to move forward with this project, the County must enter into an Inter-Municipal Agreement (IMA) with municipalities to provide and install the new subscriber radios and equipment to the facilities and identified apparatus. The new radio equipment, including installation, is being provided by the County at no cost to the agency or municipality.

Included with this letter is a copy of the IMA that must be completed and returned to the County for execution. Upon execution of the agreement, we will work with the appropriate fire, EMS and Law Enforcement agency(s) in your jurisdiction to arrange for the installation of this life safety equipment. A list of the equipment being provided to the agency(s) is included in Appendix "A". Although we may not be able to provide radio equipment to every piece of apparatus, we plan on providing subscriber equipment to first line apparatus as we have in the past.

The County will be communicating with the local emergency services providers so they are aware of the required agreements. If you have any questions or concerns, please reach out to the Communications Division Chief, Michael Volk. He can be reached at (914) 231-1684 or by email at mkv1@westchestergov.com

Thank you in advance for your efforts in assisting with moving this important and exciting project to fruition.

Sincerely,



John M. Cullen
Commissioner

Schedule "A"

Location & Alias	1 Head Mobile	2 Head Mobile	HT	CS	M/Std Mic.	M/Key Mic	HT Case	HT STD Sp/Mic	HT ENH Sp/Mic	12VDC Charger	110VAC Charger
Buchanan FD	4	3	4	1	0	10	3	0	4	3	1
DPT 255			1	1					1		1
2551		1	1			2	1		1	1	
2552		1	1			2	1		1	1	
2553		1	1			2	1		1	1	
E160	1					1					
E161	1					1					
R26	1					1					
U12	1					1					

MEMORANDUM

To : Marcus Serrano
Village Administrator

From : George E. Pommer, P.E.
Village Consulting Engineer

Dated : August 20, 2020

Subject : Fourth Street Sewage Pump Station Improvements
Change Order – Water Main Connection & Drainage Pipe
Village of Buchanan

The following involves two changes from the original design that resulted during construction of the referenced project.

The record plans indicated a water service connection to the existing pump station. In addition, there was a hose bib connection located in the pump pit. The water connection was to be reutilized to provide service for the new site features, including a new hose bib to be used for maintenance of the pump station. However, during construction, no water service connection could be located. Connecting to the water main is out-of-scope work. Failure to provide water service to the site would hamper maintenance operations of the pump station.

Furthermore, during construction when a trench for a new section of sewer force main was excavated, it was discovered that the existing 12-inch diameter corrugated metal drain pipe has deteriorated due to age. Replacement of the drainage pipe with new plastic pipe is out-of-scope work. Failure to replace the pipe could result in future drainage issues requiring more costly remediation.

The contractor performing the construction of the new pump station, OCS Industries, Inc., submitted two change orders for the aforementioned work. On behalf of the Village, our office sought additional bids to perform the out-of-scope work. The three bids and bidders are summarized below. The quotes are attached.

<u>Contractor</u>	<u>Water Connection</u>	<u>Drain Pipe</u>	<u>Total</u>
Pizzella Bros., Inc. 7 Dogwood Road Cortlandt Manor, NY 10567	\$10,500.00	\$6,100.00	\$16,600.00

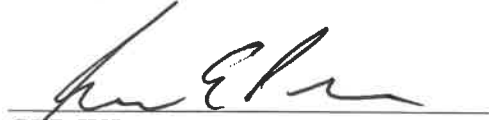
Marcus Serrano
Fourth Street Sewage Pump Station
August 20, 2020
Page 2

<u>Contractor</u>	<u>Water Connection</u>	<u>Drain Pipe</u>	<u>Total</u>
Alon Industries, Inc. 1665 Bulls Head Road Clinton Corners, NY 12514	\$13,000.00	\$8,000.00	\$20,000.00
OCS Industries, Inc. 327 Mill Street Poughkeepsie, NY 12601	\$26,798.14	\$9,716.76	\$36,514.90

Pizzella Bros., Inc. has submitted the lowest bid and has been successful completing similar work for the Village and is recommended by this office. Considering that construction is nearing completion, Pizzella should perform the work within OCS's available schedule and not cause an unnecessary delay. Pizzella would perform the work using prevailing wage rates and would submit certified payrolls.

The out-of-scope work establishes a new total amount of \$817,106.17 for the project, a 2.1% overall increase. The Village's contract with OCS will not change.

If there are any questions or comments, please do not hesitate to contact me at your earliest convenience.


GEP:WJA

Enc.

cc: Todd Travis, WWTP (ttravis@villageofbuchanan.com)
Cindy Kempter (ckempter@villageofbuchanan.com)
William J. Angiolillo, P.E. (wangiolillo@hahn-eng.com)
John Pizzella (pizzellabros1@optimum.net)

P:\Village of Buchanan\Sewage Treatment Plant\Fourth Street Pump Station\Pay Reqs & COs\CO - Water Main & Drain Pipe\Memo CO Water Main & Drainage Pipe.docx

Proposed Major Revisions to the *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*

Note that these revisions have not been adopted by the Board of Regents. Local governments may not apply these revisions until the LGS-1 has been adopted and is issued on August 1, 2020. If adopted by the Board, the LGS-1 will supersede and replace Schedules CO-2, MU-1, MI-1, and ED-1, previously issued by the State Archives. Governing boards of local governments will have a five-month period – between August 1, 2020 when LGS-1 is issued and January 1, 2021 when the four existing schedules expire – to adopt LGS-1 by resolution.

Overall Changes/Introduction

- Consolidated Schedules CO-2, MU-1, MI-1, and ED-1 into a new LGS-1 Schedule. This allows expanded use of items by various local governments and ensures that schedule items are consistent for various local governments.
- Added a new requirement that local government must adopt the LGS-1 Schedule prior to using it even if the local government had previously adopted Schedules CO-2, MU-1, MI-1, or ED-1. The LGS-1 will supersede existing local government schedules and be issued August 1, 2020. Local governments will have until January 1, 2021 to adopt it. A model resolution will be available in the introduction to the Schedule and as a separate document on the State Archives website.
- Assigned new unique numbers to each item. There are references to former schedule numbers for each item. In addition, there are plans to provide a spreadsheet and database with cross references to the new and old item numbers on the State Archives website.
- Added a reference to NYS Department of Health’s vital records (e.g., birth, marriage, death, and burial transit records) to introduction, along with a summary of their retention and disposition requirements.
- Confirmed with New York City Department of Records and Information Services (DORIS) that retention periods for records of New York City public administrators are established by the DORIS. All other public administrators should follow the retention periods in the LGS-1.
- Removed references to specific types of media (e.g., videotapes) and made media neutral (e.g., video recordings).
- Updated references to Office of Victim Services (formerly Crime Victims Board), New York State Joint Commission on Public Ethics (formerly NYS Commission on Lobbying), NYS Gaming Commission (formerly NYS Racing and Wagering Board), Office of Real Property Tax Services (formerly Office of Real Property Services), and SED ACCES (formerly SED VESID).
- Ensured consistency with State General Schedule and agency-specific schedules where appropriate.
- Eliminated the “Miscellaneous” section and added items to the “General Administration” section. Some items from the “County Clerk” section were also added to the “General Administration” section.
- Updated legal references as appropriate.
- Updated references to specific forms.

General Administration

- Renamed this section, formerly titled “General.”
- Reduced the retention period for course registration records from 3 years to 0 after no longer needed. Made consistent with similar item in State General Schedule.
- Added a subitem to meeting files item to clarify and reduce retention of meeting notes.
- Added a new item for internal meeting records or those meetings not governed under Open Meetings Law.
- Added a new item to cover records of external group meeting files where employee is a representative of the government.
- Clarified the public access television item to distinguish from video recordings of public meetings.
- Increased the retention period to 5 years from 3 years for records covering photocopying and other reproductions. Satisfies the statute of limitations for criminal litigation involving copyright infringement (17 USC §507(b)).
- Split the training records item (ED-1, item 400) to allow for Continuing Teacher and Leader Education (CTLE) sponsors courses and workshops that have 8-year retention periods. Eligible entities include school districts, BOCES, teacher centers, local governments, and colleges/universities.
- Added a reference to “disadvantage-owned business” (DBE) records to the existing “minority and women-owned business” (MWBE) records schedule item.
- Added a note to voice recordings item: industrial development agencies must post recordings on website for at least 5 years.
- Updated the retention period for child abuse reports to age 55 based on Child Victims Act.
- Folded consent forms into publications and photos item.

Aging or Senior Services

- Expanded the retention of client files to account for minors.
- Added a new item for records of nutrition providers. Such providers are typically non-government and are regulated by the local government office for the aging, but in some cases these providers can be local government offices.

Archives/Records Management

- Made the items in this section consistent with similar items in State General Schedule.
- Revised the records disposition documentation item to include lists of records that have inadvertently been destroyed. 16 NYCRR, Sect 733.9 requires that a record be created each time records are destroyed or lost before their retention period expires and that a copy of this record be sent to the Public Service Commission.

Attorney, Counsel, or Public Defender

- Added a clarifying note regarding video and audio recording evidence.
- Reviewed the draft legal section of State General Schedule and made any necessary changes (e.g., added subpoenaed records, evidence logs).
- Expanded the subpoena item from ED-1 Schedule (item 403) for use by other local governments.

Building and Property Regulation

- Added a subitem to housing maintenance or building inspection records to accommodate minor building issues.
- Made zoning, mandatory planning review, and building permit types of records consistent by adding a subitem for incomplete applications.
- Added a new item to cover escrow accounts related to building projects. Builders and developers set up escrow accounts from which municipal professionals are paid for reviews and inspections that they perform.

Civil Defense/Disaster Preparedness

- Added a new subitem to disaster response and damage files to cover emergency distribution records for food, medical and other supplies, and equipment.
- Added a new item to cover test evacuation and mock disaster response records.
- Added a new item to cover disaster preparedness and emergency management training materials.
- Added a new item to include Federal Emergency Management Agency (FEMA) grants and a new cross reference to “general” grant records item.
- Added a new item to cover dam safety records.

Community College

- Updated the campus safety item to include additional document types per U.S. Department of Education, Office of Postsecondary Education's “The Handbook for Campus Safety and Security Reporting”, Chapter 9, and increased the retention period from 3 to 6 years after end of calendar year.
- Updated the campus safety item to cover any new requirements brought about by changes to the Campus Security Act (Clery Act (20 USC 1092(j)): missing person procedures including notification and emergency response, evacuation policy and procedures, and fire safety disclosure records on on-campus student housing.
- Added a new item to cover class assignments, homework, and the like.
- Added a new item to cover assignment of program (AOP) lists showing cumulative teaching hours and used in the assignment and selection of courses to teach.
- Reinstated the “radiation use log” item that appeared in previous schedule editions within this section.
- Increased the retention period of applicants who apply to community college who are not accepted or do not attend per 8 NYCRR 605.3(b)(2) (i.e., from 2 years to 3 years).
- Updated the student information system item to clarify retention period for student basic information and financial aid data.

Cooperative Extension Association

- Updated references to Expanded Food and Nutrition Education Program (EFNEP) to Supplemental Nutrition Assistance Program Education (SNAP-Ed) or Eat Smart New York (ESNY).
- Added a new item for 4-H membership records.

County Clerk

- Moved some items to General Administration section: chattel mortgages and conditional sales, assumed business name certificates, out-of-state or other unofficial vital records, census records, register of professions, notary public and Commissioner of deeds, and domestic partnership statement.
- Revised the assignment of real and personal property item and building loan item to eliminate the authorization that assignments of mortgages, which were previously covered by CO-2 Schedule item 177b, can be destroyed after a period of time. Instead, the revised item will specify that such assignments of mortgages should be managed consistent with CO-2 Schedule item 211, which requires permanent retention. No changes were made to item 211.
- Added language to the description of CO-2 Schedule item 194 to include certificate of honorable discharge of an exempt volunteer fireman. Also increased the retention period from 2 years to 5 years. If a volunteer fireman serves a full 5-year term, he/she is entitled to an honorable discharge.

Dog Identification and Control

- Removed references to Department of Agriculture and Markets. As of January 1, 2011, the New York State Department of Agriculture and Markets no longer provides dog tags, issues license renewals or maintains dog licensing data. Municipalities that were authorized to issue dog licenses assumed the dog licensing functions.
- Expanded the scope of reports to include animal population and control program and surcharge fees.
- Clarified the retention event for reports of rabies vaccinations so it reads "3 years after receipt or after certificate expires."
- Clarified the retention event for affidavit for spayed or neutered dog to be "no longer needed."

Election

- Added the following section note: items in this section pertain to elections not conducted as part of a general election. NYS Election Law § 1-102 states that the provisions of the law apply to elections "at the time of a general election." General elections occur on the first Tuesday of November and are usually administered by county boards of elections. Elections occurring any other time of the year would not be considered a general election (often called "special election") and would be administered by municipalities or school districts.
- Added a subitem for registration challenge records.
- Added a note that unused ballots of non-general elections are not considered records and can be destroyed when no longer needed. Added a subitem to cover unused general election ballots which must be retained a minimum of 6 months.

Electric and Gas Utility

- Added the following section note: this section covers records of a local government that generates its own power and/or operates its own electric and gas utilities.

- Added an item covering resident application to connect to municipal electric system which would mirror that of MU-1 Schedule item 229 which covers the public water supply connection application process.
- Expanded the subsidiary ledger or journal item to include general ledgers, general journals, and journal vouchers.
- Added an item to cover cash books.
- Added an item to cover "life or mortality study data [created] for depreciation purposes." 16 NYCRR 733.14(e) requires this be retained permanently.

Electronic Data Processing

- Renamed the section title to "Information Technology."
- Reduced the retention period for backup tapes and expanded to include other incremental backup periods.
- Made consistent with similar items in State General Schedule.
- Struck language that seemingly requires retention of the original records by the program unit as well as the IT unit for the "input records" item. Deleted language which indicates these are only for centralized data entry operations, as well as implication that records need to be kept by original unit.
- Added a new item to cover security breach notifications.
- Reduced the retention for computer system security records from 10 to 6 years.

Energy

- Clarified the retention event for weatherization client case files.
- Increased the retention period for interagency referral form from 1 to 6 years.

Environmental Health

- Ensured that stormwater systems are covered by items in this section. Some stormwater systems are separate from sewer systems.
- Added "including utilities" to billing records item description in Fiscal section. Clarifies that that item covers water meter readings/billing.
- Reduced the retention period from 10 years to 7 years for solid waste tonnage reports for solid waste management facilities. Confirmed with DEC that 6 NYCRR 360-1.14.(i) clearly stipulates a 7-year retention period for these reports (part a.). Also, reduced retention of subitem b. to 7 years and increased retention of subitem e. to 7 years.
- Added a new item to cover retention of wastewater facility operation reports for a private wastewater facility. Expanded to include other utilities.
- Added a new item to cover local climate action plans.
- Added a subitem to MU-1 Schedule item 230 to cover records of annual inspection of each bottled and bulk water facility for certification purposes.
- Added a new item to cover audio-visual files, including video inspection of environmental facilities, public water supply, and wastewater disposal systems.
- Revised the community sanitation reports of operation and inspection item to allow earlier destruction of routine operation reports after 1 year (from 21 years).

- Added a new item to include inspection and health risk assessments for residential or commercial properties with a minimum of 1,100 gals. of oil or gasoline on the site that must be registered and monitored.
- Added a new item to cover radon detection records.
- Added a rabies subitem to cover wildlife vaccination records. Aligns with 10-year records retention requirement in United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), retention schedule for Animal Diseases.
- Added a new item to cover junk yard license records.
- Added a subitem to reports regarding the public water supply for septic tank cleaner reports.

Executive, Supervisor, Mayor, Manager, and/or Administrator

- Added a new section called “Executive” which replaces the various executive-related sections.
- Folded all the various executive items into one item, including city or village mayors, town supervisors, county executives, managers, or administrators, county sheriffs, police chiefs, and school superintendents.
- Added calendar to the description of executive's office files.

Fiscal

- Added a note to introduction regarding False Claims Act
- Removed a note at beginning of "Banking and Investment" section. Sect. 239.7 of the Banking Law was repealed in 2002. MU-1 Schedule item 280 was revised to remove subitems a. and b. and keep only the 6-year retention period.
- Added a new item to cover electronic checks.
- Added a new item to cover requirements found in Governmental Accounting Standards Board (GASB) 45 and 75. GASB 45, or GASB Statement 45, is an accounting and financial reporting provision requiring government employers to measure and report the liabilities associated with other (than pension) postemployment benefits (or OPEB). Reported OPEBs may include post-retirement medical, pharmacy, dental, vision, life, long-term disability and long-term care benefits that are not associated with a pension plan.
- Added requests for proposals, vouchers, and bills to description of purchasing file item. Also added "equipment" to list of purchasing file item (e.g., materials, supplies, services, and equipment).
- Fixed the discrepancy in retention periods between CO-2/MI-1/ED-1 Schedule items for 1099 form, employer's copy of federal tax return, Employee's Withholding Exemption Certificate, and employer's copy of NYS income tax records (4 years) and MU-1 item (5 years). Retention period is now 4 years.
- Added a new item in “General Accounting and Miscellaneous” subsection to cover case files for each account containing court-controlled funds held by the fiscal office.
- Added a new item for “Budget” subsection regarding school budget notices mailed to voters and residents.
- Added a new item to cover records of universal telecommunications and information services (E-rate) program for schools and libraries.

- Added a new subitem to ED-1 Schedule item 105 (billing records) to cover student financial aid records.
- Added a new item to cover tuition reimbursement records for training related to and unrelated to an employee's job.
- Added a note to “Payroll” subsection: The copy of payroll, or payroll report, submitted to civil service office for certification or approval, is covered by item no. 685 in the Personnel/Civil Service section, Civil Service subsection. Employee benefit records, including declination statements for insurance plans and retirement systems, are covered by item no. 645 in the Personnel/Civil Service section, Personnel subsection.
- Clarified the description of employee's salary garnishments item to include pension loan paybacks and time buybacks and retention event to cover garnishments that were executed and withdrawn.
- Clarified the description of employee’s voluntary payroll deduction records to include deferred comp and health saving account requests.
- Added a note to payroll report submitted to external retirement systems that local governments may wish to retain the records longer for social security or retirement documentation purposes.
- Expanded the abstract of receipts, disbursements, and claims item.

Human Rights/Economic Opportunity

- Reduced the retention period of case file to 3 years to be consistent with recent reduction in retention period for Division of Human Rights (DHR) case files. The original retention period of 6 years was established to coincide with DHR case files retention period.
- Revised the case file description to exclude summary record which is covered under another item. Standardized the case files item across all 4 schedules.
- Reduced the retention period of periodic statistical or narrative activity or progress reports to 3 years based on EEO-04, Title 29, Ch XIV, CFR, Sect. 1602.32

Insurance/Self Insurance

- Added a subitem to workers' compensation case records item to address financial records and allow their earlier destruction.
- Eliminated "until the report on examination is filed" retention event for the insurance policy item.
- Incorporated “waivers of liability” into the existing “certificate of insurance” item.

Library/Library System

- Added a new item to cover interlibrary loan records.
- Added a new item for library card application records.
- Added a new item to cover program records including program enrollment lists and parental consent records.
- Added a new item to cover program and exhibit files.

Licenses and Permits

- Revised the “Notice of intent to apply for alcoholic beverage license” to reflect change in ABC §110-B so that renewals do not have to be submitted to the Town Clerk, only new

alcoholic beverage licenses are submitted to towns. NYC locations do still have to send in their renewals.

- Clarified the description of conservation licenses which could include “sporting” or “marine” licenses and added a subitem to cover Certification of Military Active Service Status form.

Miscellaneous (now part of General Administration section)

- Added a new item for photo release/consent forms.
- Added a subitem to Section 8 of the housing assistance records item to cover monthly reports.
- Added a new item for "notices of appearances" which are notices filed by persons appearing before a governing body in the capacity of representing another party.
- Two similar items for agricultural district establishment, change, or dissolution appear in the schedule: one in the “Miscellaneous” section and the other in the “Soil and Water Conservation District” section. Eliminated the “Soil and Water Conservation” section item and added a cross reference within that section instead.
- Expanded the use of annual environmental audit report records item to public benefit corporations who are subject to this statutory requirement.
- Added an appraisal note to chattel mortgages item.
- Removed "individual reporter designation records" from the lobbying activity records item.
- Added a new item for local governments who operate raffles, lotteries, or other fundraising game or events (rather than those that license the operation of those games by organizations per Games of Chance/Bingo/Lottery section of MU-1 Schedule).
- Added an item to cover copies of court orders of protection for student or employee at school or place of employment.

Museum

- Expanded the program and exhibit files item.
- Added a membership records item.

Personnel/Civil Service

- Added new items or subitems to cover Family and Medical Leave Act (FLMA) and Consolidated Omnibus Budget Reconciliation Act (COBRA) compliance records.
- Renamed the “health and life insurance” item to more broadly cover “employee benefit records” which also includes retirement records, beneficiary designation records, and health insurance pay-out program records.
- Added a new item for retirement incentive records.
- Added a new item for mentor teacher internship program records.
- Added a new item for annual or other periodic financial or ethics disclosure statements.
- Added a new item to include annual occupational injury and illness surveys submitted to Dept. of Labor.
- Added a new item to cover mini-PERB records case files. Local governments, under Section 212 of the Taylor Law, have the option to handle their own public employment

relations matters (except improper practice charges, which must be handled by Public Employment Relations Board (PERB)).

- Added a new item to cover employment verification requests received for employees, former employees, or individuals who are not employees.
- Added a new item to cover employee ethics records.
- Added a new item to cover workplace violence prevention program records.
- Added a new item to cover personnel records of local government 3rd party contractors (e.g., cafeteria workers) including fingerprint cards and related records.
- Added a new subitem to personnel case file. Teachers' personnel files must be retained 7 years per records retention requirement in NYS Education Law §3013.
- Added a subitem to personnel case file to authorize shorter retention of I-9 forms per 8 CFR 274a.2 (three years after the date of the hire or one year after the date the individual's employment is terminated, whichever is later).
- Increased the retention period for health and life insurance records to 6 years.
- Revised the retention period for training records related to teaching certification (ED-1 Schedule item 203). The retention will need to be "6 years after termination of employment, but no less than 7 years for records documenting professional development programs completed by employees in positions requiring teaching certification."
- Increased the retention period for employment applications and affirmative action records to 4 years. A 2004 Supreme Court decision (Jones v. Donnelley) suggests that a 4-year period applies if litigation is based on allegations of racial discrimination under U.S. Civil Rights Law.
- Increased the retention period (from 3 to 5 years) and eliminated part b. for driver's license review records to reflect changes to federal statute.
- Clarified the oath of office item to include "public officers."
- Made revisions to fully cover annual professional performance review (APPR) records:
 - Revised the retention for training records related to teaching certification.
 - Revised and added a subitem to the professional performance review records item.
 - Added a new item for staff evaluation rating verification report and related statement of confirmation.

Probation

- Added a new item to cover sex-offender records. These are separate from those found in the client case files.
- Added a new item to cover lists of probationers and other clients, which is similar to the list of registered sex offenders maintained by local probation departments and submitted to and received from NYS Division of Criminal Justice Services (DCJS).
- Added a new item to cover probation-related reports, studies, or data queries. Divided into four types: annual, quarterly/monthly, reports have legal or fiscal value, and reports that have no legal/fiscal value.
- Added a new item for probation client data system. Series should cover summary data on individuals, detailed data on individuals, and macros/queries.
- Added a subitem to case files to cover results of routine drug tests. Also added a subitem to cover monitoring of ignition locks for DWI drivers.

Public Access to Records

- Added a new item to cover public records exemptions for pistol license holders, as mandated under the NYSAFE Act, as well as other possible exemptions, excluding FERPA which is covered separately.
- Added the following note: “Records relating to access and disclosure of student education records under Family Educational Rights and Privacy Act of 1974 (FERPA) are covered by items no. 209 (Community College section) and 972 (School District and BOCES: Student Records subsection). Records relating to access and disclosure of private health information under Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) are covered by item no. 756 (Public Health section).”

Public Administrator

- Added the following note: “Public administrators are responsible for handling the estates of decedents who have no close relatives or named executors eligible or willing to serve as the fiduciary of their estates. Public administrators serve in the City of New York, and in Erie, Monroe, Onondaga, Nassau, Suffolk, and Westchester Counties. In the counties not served by a public administrator, the public administrator’s function is carried out by the Chief Fiscal Officer of each county, usually the county treasurer. Retention periods for records of New York City public administrators are established by the New York City Department of Records and Information Services (DORIS). All other public administrators should follow the retention periods in this section.”

Public Health

- Lengthened the retention period for specified records related to prescription drugs subject to Medicaid Part D. Refer to 42 CFR 423.505(d) which requires a minimum retention period of 10 years.
- Revised existing items to cover preschool special education screening and assessment records and referrals and preschool special education claim records (Physically Handicapped Children's Program).
- Added a new item for OMH emergency admission forms completed pursuant to Mental Hygiene Law Sect. 9.45 (Emergency admissions for immediate observation, care, and treatment; powers of directors of community services).
- Reduced the retention period for mental health case files. An update to 14 NYCRR Part 599.11 reduces the retention period of case records from 10 years after discharge or last contact with patient, or 3 years after individual attains age 18, whichever is longer to 6 years from the date of the last service in an episode of service.
- Added a subitem to lead poisoning reports and screening results item covering negative results of screening, when not posted to summary record.
- Added a new item covering public health incident files, including records related to public health emergencies, communicable disease occurrences, and epidemics.
- Added a subitem to vaccine distribution records to include medical director standing orders with a shorter retention period. Standing orders programs authorize nurses and pharmacists to administer vaccinations according to an institution- or physician-approved protocol without a physician's exam.

- Eliminated the laboratory specimens items. These are not "records" subject to State Archives disposition approval.
- Added a new item to cover credential files. Some hospitals maintain credential files for all billable providers, including physicians, physical therapists, and others. A credential file is opened when a provider applies for hospital privileges.
- Lavern's Law, passed in 2018, impacts NYS Civil Practice Law and Rules (CPLR) §217-a and CPLR §214-a by extending the statute of limitations a patient has to file a medical malpractice lawsuit for a missed cancer diagnosis from 15 months (municipal hospitals) and 2.5 years (private, nonprofit hospitals or doctors), respectively, from date of medical error to date of discovery up to 7 years from date of the last treatment. This change impacts the retention period of items in the public health section, including patient case files. The retention period was updated to "7 years after death or discharge of patient, but not until 3 years after individual attains age 18."
- Added a new item to cover compliance and disclosure records for Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH).
- Added a new item to cover alcoholism, substance abuse, and tobacco use prevention program records for youth and adults.
- Updated and clarified several "Laboratory" and "Miscellaneous" subsection items based on discussions with NYS DOH staff.
- Revised the retention for the film or tracing item. It indicates a retention of 6 years and notes that the retention pertains "when report of film or tracing is retained as long as medical case record." The item was revised, in part because the wording raises the question of what the retention is if the report isn't retained as long as the case records. The item was rewritten to cover films and tracings that have not been made part of a patient medical record with a retention of "6 years or 3 years after minor patient reaches age 18, whichever is longer" rather than simply 6 years (see 10 NYCRR 405.15(a)(5)).

Public Property and Equipment

- The Chapter 8 of the Laws of 2008 effectively revised Section 220 (3-a) of the Labor Law upon which the retention and disposition of contractor records item was based. The revised law lengthens the retention period of contractor records to five years after contract completion.
- Added a note to direct users to a legal definition of "capital construction projects."
- Added a subitem to "maintenance, testing, service, operational and repair records for equipment and vehicle" item to cover permits issued to allow vehicles to be used for various purposes, such as waste transporters, overweight loads, etc.
- Added a new item to cover annual environmental self-audits.
- Added a subitem to petroleum bulk storage registration records to cover documentation on underground piping that may be needed long after the registration has expired and the storage tank itself has been removed.
- Expanded the scope of asbestos abatement item to include lead abatement. Split the item into asbestos and lead abatement subitems.
- Updated the "building and facility security records" item to account for the issuance and cancellation of building or room keys or passes.

- Updated the school facility report card as its creation is no longer required. Because report cards were only mandated from 2001 to 2011, Archives staff determined these records don't have sufficient long-term historical value.
- Increased the retention for superseded property inventories.
- Moved the facility health and safety inspection records from “Personnel” section to “Public Property and Equipment” section and clarified the description of records and retention event.

Public Safety

- Clarified the existing law enforcement items to include license plate readers, body worn cameras, shot spotters, red light cameras, toll booth cameras, etc. Worked with NYS DCJS Municipal Police Training Council staff on this.
- Defined “case closure” for law enforcement investigation records.
- Made the life expectancy retention period consistent, i.e., 90 years.
- Added a new item to cover criminal background checks that police run for employment purposes.
- Updated the accreditation records for law enforcement item to reflect more accurate and reasonable need for these records. Worked with NYS DCJS staff on this.
- Added a new item for supplemental information on persons and places used for E-911 or CAD.
- Added a new item to cover bike helmet inspection records.
- Added a new item to cover community outreach and education program records.
- Added a new item to cover ride-along program records.
- Added a new item to cover burn injury reports.
- Added a new item to cover confidential information received, e.g., tip hotline.
- Added a new Length of Service Award Program (LOSAP) subsection, which pertains to both volunteer firefighters and volunteer ambulance workers, and updated LOSAP schedule items. Worked with Penflex, Inc. staff on this.
- Updated the retention periods based on extended statutes of limitations for child victims of sexual abuse (Child Victims Act, Chapter 11 of the Laws of 2019). Under the current law, after age 23, survivors no longer have the option to press charges against their abuser. The Child Victims Act changes the statute of limitations on child sexual abuse crimes to age 28 in criminal cases (CPL §30.10) and age 55 in civil cases (CPLR §208). This legislation has an impact on existing retention schedule items, including the case investigation record and the child abuse or maltreatment reports items.
- Added a new item to cover DMV photo request records. Federal law (18 USC §2721) limits release and use of personal information from state motor vehicle records; government agencies are permitted access for legitimate business reasons.
- Updated the training records item.
- Clarified the police blotter item. The term “blotter” is not legally defined and has different interpretations. The item is reworded to remove references to blotter and allow copies of records or data submitted to NYS DCJS to have less than a permanent retention status.
- Updated references to “NYSPIN” to say instead “eJustice NY Integrated Justice Portal.”

- Clarified the “missing person records” item. This item covers only those records where another has jurisdiction in the case.
- Revised the pistol permit item to include recertification under NYS SAFE Act, added reference to “pistol permit,” and added subitem c. for incomplete applications. It now requires recertification of pistol permits (NYC, Westchester, Suffolk, and Nassau counties) are exempt from recertification). This change was reviewed and approved by the State Police. Added s note to cross reference to FOIL exemption records.

Social Services (County)

- Created two separate sections to account for county social services department functions and records and those social service records held by other local governments: “Social Services (County)” and “Social Services (Other Than County).”
- Added a new item to cover welfare fraud complaint and investigation file.
- Added a new item to cover county records of reviews of youth and nursing facilities and other types of facilities regulated by the county.
- Added a new item to cover applications for foster home.
- Increased the retention period for records involving Medicare or Medicaid to 10 years per False Claims Act.
- Worked with the NYS Office of Children and Family Services (OCFS) to clarify retention events for several items.
- Split Home Energy Assistance Program (HEAP) case files into two: one covers regular benefit, emergency benefit, and clean and tune benefit with an increased retention period of 6 program years, including the current program year and the other covers Heating Equipment Repair and Replacement (HERR) and Cooling Assistance Component benefits with an increased retention period of 10 years (case record item).
- Increased the retention period for adoption subsidy to 10 years after child attains age 21 to cover any potential false claims that may be brought with regard to the subsidy (case record item).
- Updated the retention event for domestic violence residential program, safe home network, and safe dwelling records Domestic violence residential program records are governed by 18 NYCRR Section 452.9 (b) and are to be retained for 6 years "following termination of operation of the program.“ Domestic violence safe home network records and safe dwelling program records are addressed in 18 NYCRR Section 454.11 with reference back to Section 452.9 (b) to be retained for 6 years following termination of the operation of the program.

Soil and Water Conservation

- Added the following section note: Records documenting the establishment, change, or dissolution of agricultural district are covered by item no. 43 in General Administration section.

Taxation and Assessment

- Added a subitem to tax exemption or abatement file to cover records documenting exemptions under payments in lieu of taxes (PILOT).
- Added clarifying notes to assessment and tax rolls item to distinguish between the various types of rolls.

- Added a subitem to assessment and tax rolls item to cover non-warrant copies of tax rolls sent to cities and towns by the county, showing county taxes. These copies, with a retention period of 5 years, are required by Sect. 900.3 of NYS Real Property Tax Law.
- Added an item to cover non-official copies of tentative and final assessment rolls which local governments may maintain for administrative purposes.
- Added a subitem to tax collection item to account for a form that senior citizens can request to have a copy of their tax bill sent to a third-party designee. Once someone files this form, it stays in effect until it is revoked, the person dies, or the property is sold.

Transportation and Engineering

- Expanded the "handicapped parking permit records" item to cover all parking permits.
- Added a subitem to MU-1 Schedule item 609 in the "Airport" subsection to cover a security plan and airport registration, which are required by Transportation Law, Article 2 §14-M.
- Added a subitem to "project file for capital transportation improvement" to cover records related to New York State Department of Transportation-issued grants or the Consolidated Local Street and Highway Improvement (CHIPS) and Extreme Winter Recovery (EWR) programs.

School Districts and BOCES

Added references to Annual Professional Performance Review (APPR) wherever appropriate.

Administration

- Added a new item to cover questionnaires titled "Student Race & Ethnicity Update" which are sent to all parents.
- Added new items to make consistent with Community College section including for commencement records and alumni directory.
- Revised the residency determination records item to more accurately reflect how schools file records and their retention period. This item was removed from ED-1 Schedule's "Miscellaneous" section to the "Administration" section.
- Expanded the appeals to Commissioner of Education item, so not limited to those filed pursuant to NYS Education Law Sect. 310, but includes Sects. 3012-c and -d which relate to annual professional performance reviews (APPRs) and other appeals. This item was removed from ED-1 Schedule's "Miscellaneous" section to the "Administration" section.

Health

- Added a subitem to student health record item to include physician authorizations to resume athletic activity after a traumatic brain injury. By law, it has a permanent retention.

Instruction

- Added a new item to cover unused Regents exams.

- Increased the retention period for testing papers from 1 to 2 years per SED Test Security Unit request.

School Safety

- Added a section note indicating items removed to other sections, including building security records and video recordings to “Public Property and Equipment” section and child abuse or maltreatment reports to “General Administration” section.
- Updated the school violence and dangerous school records item to include Dignity for All Students Act (DASA) records.
- Updated the title and description of safety and emergency response plans.

Special Education

- Addressed an inconsistency in retention of health records in special education student file item and student health record item. Removed the reference to "health records," as these should be maintained with the student health records.

Student Records

- Added a note clarifying students covered under this item and filing of transgender names: This covers resident full-time students, including those receiving home instruction and non-resident full-time students paying tuition. The birth names of transgender and gender nonconforming students should be stored in a separate folder from the student’s permanent academic record in part "a" and kept confidential, but maintained permanently.
- Added the following section note: Provisions of the Common Core Implementation Reform Act (Chapter 56 of the Laws of 2014, Part AA, Subpart B), NYS Education Law § 305(45) and (46)), and SED’s implementing regulations (Section 104.3 of the Regulations of the Commissioner of Education), prohibit school districts and BOCES from including a student’s individual scores on a State administered standardized English language arts (ELA) or mathematics assessment for grades 3 through 8 on the student’s transcript, and from maintaining these scores in the student’s permanent record.
- Updated the “student records covering non-district students” item to include drivers’ education records and adult education records. Clarified the item by adding to note: “It also covers records of resident students taking high school equivalency or non-diploma courses and adult residents taking BOCES career and technical education courses.”
- Added references to “home schooling” as appropriate.
- Added a new item to cover student emergency contact record.
- Added references to "skills and achievement commencement credential" and "New York State career development and occupational studies (CDOS) commencement credential" and employability profile & career plan to item 275a.
- Added screening references to item 275b to English proficiency records, including home language questionnaire and English language proficiency identification assessment results.
- Added a subitem to student academic item (275) to cover unclaimed diplomas.

- Clarified the description for item 275i. The item pertains to instances such as a public school district which does not operate a high school (such as Menands and Maplewood) which only provides education through the 8th grade, receive records from high schools that their students attend (Watervliet, North Colonie, etc.). These children remain "students" of the district where they reside for state aid, special education, and other purposes. This duplicate recordkeeping also occurs on Long Island with those 4 central high school districts which only operate high schools. In this situation, both copies need to have a minimum retention because two separate local governments are keeping them. Also "high school" was amended to read "high school, middle, or intermediate school" because some districts only provide education through grade 6 and then send their students to a nearby middle or intermediate school in another district.
- Added a subitem to cumulative education record (275) to cover "proof of residency" records. Most recent proof of residency is usually filed with student records, and 6 years after graduation is consistent with retention of supporting documentation in 275b. Older proofs do not need to be retained for the same period of time once obsolete, but do still need to meet CPLR §213 requirements in case of litigation. Residency investigations and hearing records are covered under item 462.
- Added a new item to cover parental and other consents for release of student record information (per FERPA). Modeled item on existing item in Community College section.
- Eliminated the student's attendance exemption record item (ED-1 Schedule item 45). Federal statute it related too has been repealed (Public Law 94.142), although it morphed into federal Individuals with Disabilities Education Act (IDEA) which does not address this issue because all children are entitled to an IEP and thus there are no more attendance exemption records. Staff from SED's P12 Student Support Services says that everyone is entitled to an IEP (even if it is simply physical therapy), so this item is no longer needed.

Teacher Resource and Computer Training Center

- Updated the retention periods of training records items to reflect NYSED's requirements that Continuing Teacher and Leader Education (CTLE) sponsors' training records must be retained for at least 8 years (per <http://www.highered.nysed.gov/tcert/resteachers/ctlesponsorhome.html>).

(School) Transportation

- Added a subitem to cover records relating to training BOCES provides for school bus drivers who are not BOCES employees. Taking these courses is mandated by the state under Article 19-A of the Vehicle and Traffic Law.
- Added a new item to cover school bus photo violation monitoring system records.