

Introduced by Presiding Officer, on request of the County Executive and Legislator Montano

**RESOLUTION NO. 956 -2012, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$2,106,258 FROM THE NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES, TO PROVIDE ENHANCED DEFENSE REPRESENTATION FOR CASES ASSIGNED TO THE LEGAL AID SOCIETY OF SUFFOLK COUNTY WITH 100% SUPPORT**

**WHEREAS**, the State of New York Office of Indigent Legal Services has made \$2,106,258 available to Suffolk County for the enhancement of defense representation for cases assigned to the Legal Aid Society of Suffolk County (Program), pursuant to Article 18-B of the County Law, and

**WHEREAS**, subject to any extensions approved by the County and the State, the operational period of the Program will be in effect for a term of three years, from June 1, 2012, through May 31, 2015; and

**WHEREAS**, said grant funds totaling \$2,106,258 are to be divided into three equal amounts of \$702,086 each year for Year 1, Year 2 and Year 3 of the Program; and

**WHEREAS**, said grant funds for Year 1 of the Program, for the period June 1, 2012 through May 31, 2013, have not been included in the 2012 Suffolk County Operating Budget; and

**WHEREAS**, said grant funds for Year 2 of the Program, for the period June 1, 2013 through May 31, 2014, have been included in the 2013 Recommended Suffolk County Operating Budget; now, therefore be it

**1<sup>st</sup> RESOLVED**, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds in the sum of \$702,086.00 as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-1172(unit)-3215(revenue) State Aid – Indigent Legal Services	\$ 702,086

ORGANIZATIONS:

ILS Fund Grant 2012 - 2015  
001-LAS-1172

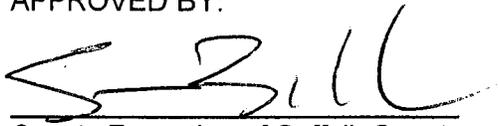
<u>4000-Contractual Expenses</u>	<u>\$ 702,086</u>
4770-Special Services	\$ 702,086

and be it further

**2<sup>nd</sup> RESOLVED**, that the County Executive be and hereby is authorized to execute a grant agreement between Suffolk County and the State of New York and to execute an agreement between Suffolk County and the Legal Aid Society of Suffolk County to carry out the Program as outlined in the grant agreement with New York State.

DATED: NOV 20 2012

APPROVED BY:



County Executive of Suffolk County

Date: 12-3-12

**AGREEMENT**  
**BETWEEN THE**  
**NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES**  
**AND**  
**COUNTY OF SUFFOLK, NEW YORK**  
**C000247**

**This Agreement**, between the New York State Office of Indigent Legal Services, State Capitol, Room 128, Albany, New York 12224 (“ILS”) and County of Suffolk, New York (“County”), is for the provision of funds to assist County in improving the quality of indigent legal services provided by such County pursuant to article 18-B of the county law, in accordance with this Agreement and (i) the Budget, annexed as Appendix B hereto and made a part hereof, (ii) Payment and Reporting Schedule, annexed as Appendix C hereto and made a part hereof and (iii) Program Work Plan, annexed as Appendix D hereto and made a part hereof.

**I. TERM**

When signed by the parties and approved by the New York State Attorney General and the Office of the New York State Comptroller (“OSC”), this Agreement shall be in effect for a term of three years, commencing on June 1, 2012 and terminating on May 31, 2015, unless terminated earlier or extended pursuant to its terms.

**II. AMENDMENT**

- A. This Agreement may be amended only upon the mutual written agreement of the parties.
- B. As set forth in Section V(A) below, no such amendment of this Agreement shall

increase the maximum amount of funds distributed to County unless an additional distribution has been awarded that names County as the recipient.

C. Any such amendment of this Agreement shall be subject to approval by Office of the New York State Comptroller.

D. To modify the Agreement, the parties may revise or complete Appendix X, attached hereto and made a part hereof.

### III. TERMINATION

A. ILS may terminate this Agreement upon thirty (30) days written notice of termination to County, if County fails to comply with terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.

B. This Agreement may be terminated without cause by ILS upon ninety (90) days written notice to County.

C. This Agreement may be terminated by County with cause upon sixty (60) days written notice to ILS.

D. In the event of the termination of this Agreement by either party, all remaining funds paid to County that are not subject to allowable costs already incurred by the County shall be returned to ILS. In any event, no liability shall be incurred by ILS or the State of New York beyond monies available for the purpose of this Agreement.

E. Within thirty (30) days of the effective date of termination, County shall render a final statement of allowable expenditures.

F. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event ILS shall notify County upon learning of such unavailability of funds. However, any such suspension shall not be deemed to extend the term of

the Agreement beyond the expiration date as set forth in Section I above.

#### **IV. SCOPE OF SERVICES**

A. County shall provide the services and meet the program objectives summarized in the Budget (Appendix B) and Program Work Plan (Appendix D) in accordance with provisions of the Agreement, relevant laws, rules and regulations, and administrative and fiscal guidelines. Such Program Work Plan shall contain a description of the services to be provided by County, the schedule for the provision of these services by County and the performance criteria pursuant to which the County shall be evaluated.

B. If the County enters into subcontracts for the performance of work pursuant to this Agreement, the County shall be solely responsible to ILS for performance, whether the work is performed by the County or its subcontractors, and in every subcontract for the performance of work pursuant to this Agreement, the County shall require the subcontractor to indemnify and hold harmless ILS and the State of New York as specified in Section VIII, Indemnification, of this Agreement. No contractual relationship shall be deemed to exist between the subcontractor and ILS or the State of New York.

#### **V. FUNDS DISTRIBUTED**

A. The maximum amount of funds payable to County under this Agreement shall not exceed \$2,106,258.00. As set forth in Section II(B) above, the funds payable to County made pursuant to an amendment may not exceed the total maximum funds already authorized for the Agreement, unless an additional distribution has been awarded that names County as the recipient of funds during the term of the amendment.

B. The budget for the term of the Agreement is set forth in Appendix B to this Agreement, and shall consist of an annual budget for each of the three years of the Agreement.

In the event that additional funding becomes available at any time during the term of this Agreement, a new budget shall be prepared and shall replace or supplement the budget now set forth in Appendix B. This new budget shall be incorporated into this Agreement as a revised Appendix B pursuant to the amendment document entered into by the parties in accordance with Section II above.

C. Throughout the term of this Agreement, County shall be reimbursed only for costs actually incurred in accordance with this Agreement and with Appendices B, C and D.

D. Except as otherwise provided in Paragraph F below, payments shall be made in arrears on a quarterly basis and shall be processed upon submission by County and approval by ILS of appropriate statements and vouchers in a format approved by ILS and OSC.

E. When the Agreement is signed by the parties and approved by the New York State Attorney General and OSC, County may request an advance payment of up to 25% of the current appropriation, by submitting a written request to ILS containing sufficient supporting documentation of allowable expenditures to be incurred during the applicable period. ILS may approve or reject such request in its sole discretion and, if approved, shall determine the length of the applicable period for such advance payment. Upon approval of such request, ILS shall submit a voucher to OSC for payment to County in the approved amount of the request.

F. If an advance payment has been made to County, within thirty (30) days following the expiration of the applicable period for which the advance payment was made, County shall submit to ILS a final reconciliation statement detailing the allowable expenses incurred by County during such applicable term.

G. After every three (3) months of the three year term in which this Agreement is in effect, County may submit to ILS an expenditure voucher detailing the approved actual costs

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incurred pursuant to this Agreement during the immediately preceding three (3) month period. These expenditure vouchers shall be submitted by County to ILS no later than thirty (30) days after the close of each three (3) month period commencing on the effective date of the Agreement, as set forth in Section I above. Following review and approval of County's three (3) month expenditure voucher, the ILS shall, no later than thirty (30) days after receipt of such expenditure voucher from County, submit a voucher to OSC for payment to County based on the approved expenses.

H. No funds provided to County by ILS pursuant to this Agreement may be used for any partisan political activity or for any activities that may influence legislation or the election or defeat of any candidate for public office or for the advancement or defeat of any ideological, political or social issue.

I. The amounts paid to County by ILS pursuant to this Agreement shall be used to supplement and not supplant any local funds, as defined in paragraph (c) of subdivision 2 of section 98-b of the State Finance Law, which such County would otherwise have had to expend for the provision of counsel and expert, investigative and other services pursuant to article eighteen-B of the County Law. In the event funds are used to supplant local funds, such funds actually provided by ILS shall be returned to ILS by County.

## **VI. REPORTING; RECORD KEEPING; MONITORING; AUDITS**

A. In addition to the fiscal reporting requirements set forth in Section V above, County shall submit such other oral and written reports concerning its provision of services and use of funds as are set forth herein and in Appendices B, C and D and as may be required from time to time by ILS.

B. Within forty-five (45) days of the conclusion of each 12-month period in which

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this Agreement is in effect, County shall submit a program report to ILS.

C. County shall be required to retain all financial records pertaining to this Agreement for a period of six (6) years after the termination of the Agreement.

D. ILS, OSC, the state and any other governmental entity providing funding to County pursuant to this Agreement shall have the right to perform both pre- and post-audits of County's records relating to the receipt and expenditure of any funds provided pursuant to this Agreement.

#### **VII. ASSIGNMENT**

The rights and obligations of County under this Agreement may not be assigned, conveyed, transferred or subcontracted by County without the prior written authorization of ILS.

#### **VIII. INDEMNIFICATION**

To the extent permitted by law, County shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by County pursuant to this Agreement. County shall indemnify and hold harmless ILS and the State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement and in every subcontract for the performance of work pursuant to this Agreement, the County shall require the subcontractor to indemnify and hold harmless ILS and the State of New York and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of provision of services pursuant to this Agreement.

#### **IX. NOTICES**

All written notices and communications made pursuant to this Agreement shall be

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delivered to the addresses set forth below or to such other addresses as the parties may from time to time provide to each other. All notices shall be deemed received on the fifth (5<sup>th</sup>) business day after mailing or upon delivery, if delivered by hand.

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Notification to ILS:

Office of Indigent Legal Services  
State Capitol, Room 128  
Albany, New York 12224

Notification to County:

Dennis Cohen  
Suffolk County Attorney  
H. Lee Dennison Building  
100 Veterans Memorial Highway, 6th Floor  
PO Box 6100  
Hauppauge, New York 11788  
(631) 853-5677  
[Dennis.Cohen@suffolkcountyny.gov](mailto:Dennis.Cohen@suffolkcountyny.gov)

#### **X. MISCELLANEOUS PROVISIONS**

A. This Agreement, including all its appendices, constitutes the entire agreement between the parties and supersedes all other communications between the parties relating to the subject matter herein.

B. Standard Clauses for New York State Contracts, consisting of standard terms for New York State contracts, is attached hereto as Appendix A and made a part hereof.

C. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

D. If any part of this Agreement is found to be unenforceable for any reason, that part shall be deemed to be deleted and all other terms, conditions and provisions of this Agreement shall remain in full force and effect.

E. The obligations of ILS under this Agreement shall be limited to the extent that

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monies are appropriated or otherwise available therefor.

F. The captions contained in this Agreement are intended for convenience and referenced purposes only and shall in no way be deemed to define, limit, or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

G. In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of the Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

H. Neither party will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, typhoons, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

I. Services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

ILS Contract Number: C000247

ILS Certification

ILS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement



COUNTY OF SUFFOLK

NEW YORK STATE OFFICE OF INDIGENT LEGAL SERVICES

By: [Signature]  
Name: Regina Calcaterra  
Title: Chief Deputy Cty. Executive  
Date: 10-10-12

By: \_\_\_\_\_  
Name: William J. Leahy  
Title: Director  
Date: \_\_\_\_\_

Attorney General:  
ERIC T. SCHNEIDERMAN

State Comptroller:  
THOMAS P. DINAPOLI

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved  
Dennis M. Cohen, County Attorney

By: [Signature]  
Patricia M. Jordan  
Assistant County Attorney

Date: 10/1/12

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ACKNOWLEDGMENT

STATE OF NEW YORK )

) ss.:

COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he resides in \_\_\_\_\_, that s/he is the \_\_\_\_\_ of \_\_\_\_\_, the organization described in the above instrument; that s/he had the authority to sign same; and that s/he did duly acknowledge to me that s/he executed the same as an act and deed of said organization.

\_\_\_\_\_

NOTARY PUBLIC

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**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

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

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

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

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

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

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

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

retained the documentation of these efforts to be provided upon request to the State;

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

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

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

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

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**APPENDIX B**  
**Office of Indigent Legal Services**  
**Three-Year Distribution**  
**COUNTY OF SUFFOLK - C000247**  
**June 1, 2012 - May 31, 2015**  
**Total Contract Amount: \$2,106,258**

<b>Task #1 - Family Court Referee Parts</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>PERSONNEL</b>			
65% Senior Attorney	48,664	50,124	51,628
2 Staff Attorneys	119,270	122,848	126,533
1 Investigator	48,410	49,862	51,358
<b>Subtotal</b>	<b>216,344</b>	<b>222,834</b>	<b>229,519</b>
Fringe Benefits @ 34%	73,557	75,764	78,036
<b>PERSONNEL TOTAL</b>	<b>289,901</b>	<b>298,598</b>	<b>307,555</b>
<b>OTPS</b>			
Equipment and Technology	13,899	5,202	0
Training	2,200	2,200	0
Employee Travel	2,000	2,000	445
<b>OTPS TOTAL</b>	<b>18,099</b>	<b>9,402</b>	<b>445</b>
<b>TOTAL FOR TASK #1</b>	<b>308,000</b>	<b>308,000</b>	<b>308,000</b>
<b>Task #2- Spanish Language Access Initiative</b>			
<b>PERSONNEL</b>			
4 Spanish Speaking Attorneys	220,000	226,600	233,400
1 Spanish Speaking Client Advocates/Interpreter	40,000	41,200	42,436
40% Spanish Speaking Secretary	15,600	16,068	16,550
<b>Subtotal</b>	<b>275,600</b>	<b>283,868</b>	<b>292,386</b>
Fringe Benefits @ 34%	93,704	96,515	99,411
<b>TOTAL PERSONNEL</b>	<b>369,304</b>	<b>380,383</b>	<b>391,797</b>
<b>OTPS</b>			
Furniture and Office Equipment	15,000	4,000	0
Training	3,000	3,000	1,000
Employee Travel	6,782	6,703	1,289
<b>OTPS TOTAL</b>	<b>24,782</b>	<b>13,703</b>	<b>2,289</b>
<b>TOTAL FOR TASK #2</b>	<b>394,086</b>	<b>394,086</b>	<b>394,086</b>
<b>TOTAL PER YEAR</b>	<b>\$702,086</b>	<b>\$702,086</b>	<b>\$702,086</b>

**APPENDIX C**

**County of Suffolk  
C000247**

**PAYMENT AND REPORTING SCHEDULE**

For All Counties:

1. County agrees that this is a reimbursement-based contract. All requests for reimbursement must reflect actual costs that have been disbursed or items received by the County. A purchase order issued without receipt of the items or services is not eligible for reimbursement.
2. To the extent permitted by law and regulation, ILS may, at its own discretion, make an advance payment to the County, up to 25% of the current appropriation, upon submission of sufficient supporting documentation of allowable expenses to be incurred during the applicable period. ILS shall determine the length of the applicable period. Said advance may be eligible for payment only upon approval of this Agreement by the Attorney General and by the Comptroller of the State of New York and upon submission to ILS by the County of a properly executed State of New York Standard Voucher in a form acceptable to ILS and to the Comptroller of the State of New York. The County will refund any unexpended advance balance at the end of the applicable period to ILS. In the event either party terminates the contract prior to the end of the applicable period, County agrees to refund to ILS immediately any advance balance then outstanding.
3. Counties must submit all required fiscal reports, supporting documentation and program reports. Failure to meet these requirements will result in the rejection of associated vouchers. Failure to submit the program reports, or any other report as may be required, may result in a disallowance of 25 percent (25%) of the distribution amount. Final vouchers, reimbursement payment and reports must be submitted within 60 days of the end of the contract period. Failure to voucher within this period may result in the loss of distribution funds.
4. Vouchers shall be submitted in a format acceptable to ILS and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Budget (Appendix B) and during the contract period. When submitting a voucher, such voucher shall also be deemed to certify that a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this distribution, would have been made available by the County for this program.

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5. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

Office of Indigent Legal Services  
State Capitol  
Room 128  
Albany, NY 12224

5. Payment Schedule

All submitted vouchers will reflect the County's actual expenditures and will be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and supporting documentation as required, and by an Invoice/Expense Statement for the reporting period. ILS reserves the right not to release subsequent distribution or grant awards pending County compliance with this Agreement. In the event that any expenditure for which the County has been reimbursed by distribution funds is subsequently disallowed, ILS in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the County may be required to submit a final budget reallocation. Invoice/Expense Statements must be submitted showing distribution expenditures and/or obligations for each quarter within 45 days after the last day of the quarter for the reporting period.

Payment requests need to include the following documents as required:

- Detailed itemization of Personal Service Expenditures
- Detailed itemization of Non-Personal Service Expenditures
- Detailed itemization of Consultant/Contractual Expenditures
- Supporting Documentation
- Voucher and Fiscal Cost Report signed

Throughout the term of this Agreement, County shall be reimbursed only for costs actually incurred in accordance with this Agreement and with Appendices B and D. Except as provided in Paragraph 2 above, payments shall be made in arrears on a quarterly basis and shall be processed upon submission by County and approval by ILS of appropriate statements and vouchers in a format approved by ILS and the Office of the State Comptroller (OSC).

After every three (3) months of the 36-month period in which this Agreement is in effect, County shall submit to ILS an expenditure voucher detailing the approved actual costs incurred pursuant to this Agreement during the immediately preceding three (3) month period. These expenditure vouchers shall be submitted by County to ILS no later than thirty (30) days after the close of each three (3) month period commencing on the effective date of the Agreement, as set forth in Section 1 of the Agreement. Following review and approval of County's three month expenditure voucher, and no later than 30 days after receipt of such expenditure voucher from

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County, ILS shall submit a voucher to OSC or other appropriate agency for payment to County based on the approved expenses.

#### 6. Contract Payments

County shall provide complete and accurate billing invoices to ILS in order to receive payment. Billing invoices submitted to the agency must contain all information and supporting documentation required by the Contract, ILS and the State Comptroller.

#### 7. Budget Revisions

County may make revisions to the Budget contained in Appendix B up to the amount of ten percent (10%) of any direct cost category item without prior approval of ILS. County agrees to submit in writing any and all revisions made pursuant to this to ILS for informational purposes.

Budget revisions in excess of ten percent (10%) of any budget item or which affect changes in the work plan shall be submitted in writing to ILS accompanied by justification therefor and are subject to approval by ILS and OSC. Any submission under this section shall contain as an attachment thereto, all prior budget revision submissions made to ILS under this section since the last approved revision under this section. ILS shall notify the County in writing, of the approval of such budget revisions by ILS and OSC, or shall, also in writing, notify the County of the disapproval of such budget revisions and particularize the reasons for such disapproval.

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**APPENDIX D**

**OFFICE OF INDIGENT LEGAL SERVICES  
THREE YEAR DISTRIBUTION**

**COUNTY OF SUFFOLK – C000247  
WORK PLAN**

**JUNE 1, 2012 – MAY 31, 2015**

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**Goal:** To improve the quality of services provided under Article 18-B of the County Law.

**Task #1:**

- To maintain the assignment of three (3) Attorneys and one (1) Investigator to handle cases in the Family Court Referee Parts specifically dedicated to hearing custody and visitation issues. This funding will allow for continuation of this program and the positions created by virtue of the 2011 ILSF distribution.

**Performance Measure:**

- Number of applicants screened for eligibility.
- Number of cases assigned to Legal Aid Society in those parts.

**Program Location:**

- Family Court Referee Parts at Cohalan Court Complex, Central Islip, New York.

**Task #2:**

- To hire four (4) new Attorneys who are fluent in Spanish to respond to a demonstrated need for Spanish language attorney-client representation. This will assure meaningful representation to a growing population of Spanish speaking petitioners/respondents or defendants in Suffolk County courts.
- To hire one (1) Spanish fluent Client Advocate to screen potential clients who require Spanish language assistance to determine eligibility, explain court procedures, assist with alternative programs, and notify of the right to have full and equitable access to Spanish

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language services in court pursuant to New York law, Title VI of the Civil Rights Act and Department of Justice guidelines.

- To hire one (1) Spanish speaking Secretary to manage an anticipated increase in caseload, field a heavy volume of telephone calls and deal with the increasing number of clients and clients' family members who need assistance in Spanish.

Performance Measure:

- Number of cases of Spanish-speaking petitioners/respondents or defendants assigned to Legal Aid Society Spanish-proficient Attorneys.
- Number of Spanish-speaking clients assisted by Spanish-fluent Client Advocate and support staff.

Program Location:

- Cohalan Court Complex, Central Islip, New York and/or Cromarty Court Complex, Riverhead, New York.

SUFFOLK COUNTY  
County Legislature  
RIVERHEAD, NY



*This is to Certify That I, TIM LAUBE, Clerk of the County Legislature of the County of Suffolk, have compared the foregoing copy of resolution with the original resolution now on file in this office, and which was duly adopted by the County Legislature of said County on November 20, 2012 and that the same is a true and correct transcript of said resolution and of the whole thereof.*

*In Witness Whereof, I have hereunto set my hand and the official seal of the County Legislature of the County of Suffolk.*

*Tim Laube*

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Clerk of the Legislature

Intro. Res. 2053

Res. No. 956

November 20, 2012

**Motion:**  
 Romaine, Schneiderman, Browning, Muratore, Anker  
 Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

**Co-Sponsors:**  
 Romaine, Schneiderman, Browning, Muratore, Anker  
 Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

**Second:**  
 Romaine, Schneiderman, Browning, Muratore, Anker  
 Calarco, Montano, Cilmi, Lindsay, Hahn, Barraga,  
 Kennedy, Nowick, Horsley, Gregory, Stern, D'Amaro, Spencer

LD	Legislator	Yes	No	Abs	NP	R
1	Edward P. ROMAINE					
2	Jay H. SCHNEIDERMAN					
3	Kate M. BROWNING					
4	Thomas MURATORE					
5	Kara HAHN					
6	Sarah S. ANKER					
7	Rob CALARCO					
9	Ricardo MONTANO					
10	Thomas CILMI					
11	Thomas F. BARRAGA					
12	John M. KENNEDY, JR.					
13	Lynne C. NOWICK					
15	DuWayne GREGORY				/	
16	Steven H. STERN				/	
17	Lou D'AMARO					
18	William SPENCER					
14	Wayne R. HORSLEY, D.P.O.					
8	William J. LINDSAY, P.O.					
Totals		16	1		2	

**MOTION**

Approve

Table: \_\_\_\_\_

Send To Committee

Table Subject To Call

Lay On The Table

Discharge

Take Out of Order

Reconsider

Waive Rule

Override Veto

Close

Recess

APPROVED  FAILED \_\_\_\_\_

No Motion \_\_\_\_\_ No Second \_\_\_\_\_

**RESOLUTION DECLARED**

ADOPTED

NOT ADOPTED

*Tim Laube*

Tim Laube, Clerk of the Legislature

Roll Call \_\_\_\_\_ Voice Vote