

Introduced by Presiding Officer, on request of the County Executive

**RESOLUTION NO. 1174 -2012, ACCEPTING 100% FEDERAL PASS-THROUGH GRANT FUNDED EQUIPMENT FROM THE NASSAU COUNTY OFFICE OF EMERGENCY MANAGEMENT IN CONJUNCTION WITH THE NYS DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES FROM THE "FY2010 COMPANION ANIMAL SHELTERING EQUIPMENT (CASE) GRANT"**

**WHEREAS**, the Nassau County Office of Emergency Management (NC OEM) in partnership with the Suffolk County Department of Fire, Rescue and Emergency Services has received 100% Federal pass-through funds for the 2010 CASE initiative with the major objective of developing regional capabilities in pet sheltering; and

**WHEREAS**, NC OEM will purchase and provide to Suffolk County a mobile pet sheltering equipment cache including a cargo trailer to contain the pet equipment cache; and

**WHEREAS**, the acceptance of said specialized vehicle will increase the fleet of the Suffolk County Department of Fire, Rescue and Emergency Services by one (1) vehicle; and

**WHEREAS**, Chapter 186 of the Suffolk County Code requires that no vehicle shall be purchased or leased unless explicit approval for the acquisition of such vehicle, via lease or purchase has been granted via duly enacted Resolution of the Suffolk County Legislature; and

**WHEREAS**, the operational period of the program will be from November 30, 2010 through July 31, 2013; now, therefore be it

1<sup>st</sup> **RESOLVED**, the Suffolk County Department of Fire, Rescue and Emergency Services is authorized to accept the mobile pet sheltering equipment cache; and be it further

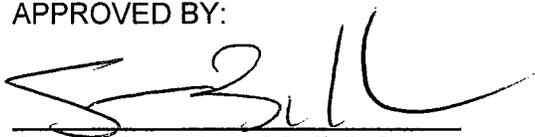
2<sup>nd</sup> **RESOLVED**, that the County Legislature hereby authorizes the fleet of the Department of Fire, Rescue and Emergency Services be increased by one (1) vehicle; and be it further

3<sup>rd</sup> **RESOLVED**, the acceptance of one (1) cargo trailer for the Department of Fire, Rescue and Emergency Services; is hereby approved pursuant to Chapter 186-2 (b)(6) of the SUFFOLK COUNTY CODE, and in accordance with or exceeding the County Vehicle Standard, and be it further

4<sup>th</sup> **RESOLVED**, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of the Title 6 of the New York Code of Rules and Regulations (6 NYCRR) and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council of Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non applicability or non-significance in accordance with this resolution.

DATED: **DEC 18 2012**

APPROVED BY:



County Executive of Suffolk County

Date: *12-31-12*

**Regional Partnership Agreement (RPA)**  
between the  
**Nassau County Office of Emergency Management**  
and the  
**Suffolk County Department of Fire, Rescue and Emergency Services**  
for the  
**2010 Companion Animal Sheltering Equipment (CASE) Grant Program**

Please note that the RPA is only for the purposes of the FY2010 CASE Grant Program and does not constitute or infer mutual aid between the submitting and participating partners for successful regional partnerships under the FY2010 CASE Grant Program.

**Signature:** The 2010 RPA is designed to be signed by the Emergency Managers of the submitting and participating partners involved in a given regional partnership.

**Regional Partnership Agreement Between**  
**COUNTY OF NASSAU and COUNTY OF SUFFOLK**  
**For the FY2010 CASE Grant Program**

*Parties*

The parties to the Regional Partnership Agreement (RPA) are NASSAU COUNTY, and the Suffolk County Department of Fire, Rescue and Emergency Services.

*Purpose*

This RPA is intended to build regional companion animal evacuation, transportation, and sheltering components of the Mass Care and Citizen Evacuation and Shelter in Place Target Capabilities by:

- Setting forth the responsibilities of the CASE Grant Program recipients; and
- Ensuring that CASE Grant Program recipients work together to implement the projects, goals and objectives identified in their jointly-submitted CASE Grant Program application under the NYS Office of Homeland Security (OHS) FY2010 CASE Grant Program Request for Applications (RFA).

*Definitions*

The term **submitting partner** refers to the direct recipient of the FY2010 CASE Grant Program award, who shall serve as fiduciary agent for the award. (See below for the specific responsibilities of the submitting partner.)

The term **participating partner** refers to the other entity or entities who joined with the submitting partner in applying for funding through the CASE Grant Program.

*General Responsibilities of the Submitting Partner (SP)*

The SP is to act as the principal point of contact with the NYS Office of Homeland Security for application, management, and administration of the FY2010 CASE Grant Program.

The SP is responsible for submitting all required fiscal reporting documents to the NYS Office of Homeland Security (OHS) and for maintaining all appropriate records pertaining to this grant program. Specific details related to fiscal reporting and records maintenance are outlined in OHS's contract with the SP for the FY2010 CASE Grant Program.

The SP is required to use the funds received through the FY2010 CASE Grant Program in coordination with the participating partner, and in a manner that is consistent with their application.

*General Responsibilities of the Participating Partner(s) (PP)*

The PP(s) is responsible for coordinating with the SP to implement all projects funded under the FY2010 CASE Grant Program.

*Project-Specific Responsibilities*

The responsibilities of the SP and each PP for each of the projects funded under the FY2010 CASE Grant Program are outlined below<sup>1</sup>:

<b>Project</b>	<b>Responsibility of Submitting Partner</b>	<b>Responsibility of each Participating Partner</b>
Increase the pet sheltering capacity of both Nassau and Suffolk Counties by providing a mobile cache of pet sheltering equipment and supplies.	Purchase and deploy two fully equipped, climate controlled Pet Emergency Response Trailers.	Accept and maintain one (1) Pet Emergency Response Trailer purchased under the 2010 Companion Animal Sheltering Equipment (CASE) Grant Program, from Nassau County.

*Points of Contact*

<b>Partner</b>	<b>Name</b>	<b>Telephone</b>	<b>Email</b>
<b>Submitting Partner Primary Contact:</b>	Craig Craft	516-573-0636	ccraft@nassaucountyny.gov
<b>Submitting Partner Secondary Contact:</b>	Thomas Delaney	516-573-0636	tdelaney@nassaucountyny.gov
<b>Participating Partner Primary Contact:</b>	Joseph F. Williams	631-852-4850	joe.williams@suffolkcountyny.gov
<b>Participating Partner Secondary Contact:</b>	John M. Searing	631-852-4854	john.searing@suffolkcountyny.gov

<sup>1</sup> Suggestion: In order to populate this chart, information can be drawn from the "Regional Implementation Plan" section of your FY2010 CASE Grant Program application. Details are needed only for projects that were funded under the FY2010 CASE Grant Program.

*Effective Date*

This RPA becomes effective upon its approval by all parties, and is effective through August 30, 2013.

*Modification*

This RPA may be modified upon the signed consent of all the parties to the agreement.

*Acknowledgement*

My signature below indicates that I understand and agree to the purpose, conditions and rules surrounding the FY2010 CASE Grant Program and that by signing this document, I acknowledge these conditions and pledge to work cooperatively to fulfill the purpose of the grant, if awarded.

**APPROVED BY:**

For COUNTY OF NASSAU :

*Joseph Williams* *Acting Commissioner* June 22, 2011  
(name/title) (date)

For Suffolk County Department of Fire, Rescue and Emergency Services:

*Joseph F. Williams* June 22, 2011  
Joseph F. Williams Date  
Commissioner

Approved as to Legality:  
Christine Malafi, Suffolk County Attorney

*Cynthia Kay Parry*  
By: Cynthia Kay Parry  
Assistant County Attorney

Suffolk Law Dept. Tracking No. 13-FS-007

<p><b>STATE AGENCY</b>                  New York State Division of Homeland Security and Emergency Services                  1220 Washington Avenue                  Building 7A Suite 710                  Albany, NY 12242</p>	<p><b>NYS COMPTROLLER'S NUMBER:</b> C884309                  (Contract Number)   <b>ORIGINATING AGENCY CODE:</b> 01077</p>
<p><b>GRANTEE/CONTRACTOR:</b> (Name &amp; Address)                  Nassau County                  1 West Street                  Mineola, NY 11501</p>	<p><b>TYPE OF PROGRAMS:</b> WM2010 SHSP  <b>CFDA NUMBER:</b> 97.067  <b>DHSES NUMBERS:</b> WM10884309</p>
<p><b>FEDERAL TAX IDENTIFICATION NO:</b> 11-6000463  <b>MUNICIPALITY NO:</b> (if applicable) 280100000 000  <b>SFS VENDER NO:</b> 1000000808</p>	<p><b>INITIAL CONTRACT PERIOD:</b>                  FROM 11/30/2010 TO 07/31/2013  <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$60,000.00</p>
<p><b>STATUS:</b>                  Contractor is not a sectarian entry.                  Contractor is not a not-for-profit organization.</p>	<p><b>MULTI-YEAR TERM:</b> (if applicable)</p>
<p><b>CHARITIES REGISTRATION NUMBER:</b>                   N/A                  (Enter number of Exempt)                  if "Exempt" is entered above, reason for exemption.                  0 - not exempt</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>Contractor has _____ has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.</p> </div>	<p><b>APPENDIX ATTACHED AND PART OF THIS AGREEMENT</b></p> <p><input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts</p> <p><input checked="" type="checkbox"/> APPENDIX A1 Agency-specific Clauses</p> <p><input checked="" type="checkbox"/> APPENDIX B Budget</p> <p><input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule</p> <p><input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions</p> <p><input type="checkbox"/> APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods)</p> <p><input type="checkbox"/> DHSES-55 Budget Amendment/Grant Extension Request</p> <p><input type="checkbox"/> Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____</p>
<p>IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.</p>	
<p>NYS Division of Homeland Security and Emergency Services                  BY: _____, Date: <u>08/18/2011</u>  <b>State Agency Certification:</b> "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".  <b>GRANTEE:</b>                  BY: Mr. Richard R. Walker, Chief Deputy County Executive Date: <u>08/09/2011</u></p>	
<p><b>ATTORNEY GENERAL'S SIGNATURE</b>                   _____                  Title: _____                  Date: _____</p>	<p><b>COMPTROLLER'S SIGNATURE</b>                   _____                  Title: _____                  Date: _____</p>

**Award Contract**

SHSP

**Project No.****Grantee Name**

AS10-1007-E00

Nassau County

10/15/2012

STATE OF NEW YORK  
AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

## WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

## I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix amendment for that PERIOD.

C. This AGREEMENT incorporates the face page attached as presented in the E-Grants AWARD online printable report, and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (the attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A-1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule

(Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

### III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program (s) in this AGREEMENT after the termination date.

### IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE 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.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A-1.

### VI. Safeguards for Services and Confidentiality

A. 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.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of the laws and regulations, or specified in Appendix A-1.

Certified by - on



**Award Contract**

SHSP

**Project No.****Grantee Name**

AS10-1007-E00

Nassau County

10/15/2012

## APPENDIX A

## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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.

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 setoff 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) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or

furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law §165. (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 -- 7th 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. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all

applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

June, 2006

Certified by - on

**Award Contract****SHSP****Project No.****Grantee Name**

AS10-1007-E00

Nassau County

10/15/2012

## APPENDIX A-1

## AGENCY-SPECIFIC CLAUSES

## General Terms and Conditions:

1. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated prior to April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by the Attorney General and the Comptroller of the State of New York. If the Agreement utilizes funds appropriated on or after April 1, 2006, it shall not take effect until it is executed by both parties.

2. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.

3. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.

4. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish OHS with this information as soon as it is available.

5. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.) as amended.

6. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.

7. Consistent with the NYS Office of the State Comptroller's Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from OHS must comply with Vendor Responsibility requirements.

## Budget Requirements:

8. The Grantee is not permitted to make any changes to the contract budget without the written approval of OHS.

9. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.

10. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from OHS, shall not exceed rates authorized by the NYS Office of the State Comptroller (Audit and Control). Rates may be viewed online at:  
<http://www.osc.state.ny.us/agencies/travel/travel.htm>

11. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to OHS upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.

A. Unless a special condition applies to this contract, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.

B. In addition to the above requirements, a Grantee that is a local government or a not-for-profit must adhere to the following guidelines at a minimum when obtaining consultant services.

i. Consultant services that cost up to \$15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.

ii. Consultant services that cost over \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.

iii. Consultant services that cost over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; establishment of the methodology of evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.

C. A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding must obtain the prior written approval of OHS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of OHS' approval must also be submitted with the voucher for payment.

12. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to OHS upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The grantee must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

Upon completion of all contractual requirements by the Grantee, OHS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding a state agency must dispose of equipment in accordance with State Laws and procedures. All other grantees shall dispose of equipment as follows:

A. Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

B. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact OHS at 1-866-837-9133 for guidance.

The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

"Purchased with funds provided by the U.S. Department of Homeland Security."

13. Written justification and documentation for all procurements must be maintained on file, and made available to OHS upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

A. A Grantee that is a state entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.

B. A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

C. A Grantee that is a not-for-profit must also make all procurements as noted below:

- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
- ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to \$15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
- iii. Goods or services or multiples of each that have an aggregate cost between \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.
- iv. A Grantee expending over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
- v. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of OHS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of OHS' approval must also be submitted with the voucher for payment.

Reimbursement and Reporting Requirements – Fiscal and Programmatic (See Appendix C for additional details):

14. The Grantee shall submit detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by OHS. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.
15. The Grantee shall submit program progress reports and final reports as specified in Appendix C.
16. Where advance payments are approved by OHS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require grantees to promptly remit back to the federal government, through New York State, any interest earned on these advanced funds. The grantee may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year.

Interest must be reported on Fiscal Cost Reports and remitted quarterly.

Accounting for Grant Expenditures:

17. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.). Grantee agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

This Agreement may be subject to fiscal audits by OHS, the State Comptroller's Office, pertinent federal agencies, and

other designated entities to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable Federal, State, and OHS guidelines.

18. None of the goals, objectives or tasks set forth in Appendix D shall be subawarded to another organization without specific prior written approval by OHS. Where the intention to make subawards is clearly indicated in the application, OHS approval is deemed given, if these activities are funded as proposed.

If this Agreement makes provisions for the Grantee to subgrant funds to other recipients, the Grantee agrees that all subgrantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any subgrantee as if it were its own.

The Grantee agrees that all subgrantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

- Activities to be performed;
- Time schedule;
- Project policies;
- Other policies and procedures to be followed;
- Dollar limitation of the Agreement;
- Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement;
- Applicable Federal and/or State cost principles to be used in determining allowable costs; and
- Property Records or Equipment Inventory Reports.

The Grantee will not be reimbursed for subgranted funds unless all expenditures by a subgrantee are listed on detailed itemization forms or a form deemed acceptable to OHS. Backup documentation for such expenditures must be made available to OHS upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

#### Federal Requirements:

19. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, including the guidance:

##### A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

##### B. Cost Principles

1. 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
2. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations

##### C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

The grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.

The grantee shall further comply with all applicable laws, regulations and program guidance. It is incumbent upon the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.

20. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the grantee, sub-recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program

guidance. Failure to do so may result in disallowance of costs.

In accordance with federal requirements, a Grantee which receives during its fiscal year \$500,000 or more of Federal funds from all sources, including this Agreement, must agree to have an independent audit of such Federal funds conducted in accordance with the Federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year. The Grantee further agrees to provide one copy of such audit report(s) to OHS within nine months of the end of its fiscal year(s).

21. Program income earned by the Grantee during the grant funding period must be reported in writing to OHS, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under Federal funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with Federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to OHS. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

22. Any creative or literary work developed or commissioned by the Grantee with grant support provided by OHS shall become the property of OHS, entitling OHS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

A. If OHS shares its right to copyright such work with the Grantee, OHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with grant support.

B. If the grant support provided by OHS is federally sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant; and (b) any rights of copyright to which a Grantee, Subgrantee, or a Contractor purchases ownership with such grant support.

C. The Grantee shall submit one copy of all reports and publications resulting from this Agreement to OHS. Any document generated pursuant to this grant must contain the following language:

"This project was supported by a grant administered by the New York State Office of Homeland Security and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Office of Homeland Security or the U.S. Department of Homeland Security."

Amendment, Suspension, Termination of Contract:

23. The Grantee agrees that if the project is not operational within 60 days of the execution date of the contract, it will report by letter to OHS the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the contract, the grantee will submit a second statement to OHS explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

24. OHS will be allowed to extend, renew, increase, amend, decrease or terminate this contract, upon appropriate approval of the Attorney General and the Office of the State Comptroller as follows:

A. The term of this contract may be automatically renewed or extended in conjunction with the renewal or extension of the federal grant award from which this contract is funded, not to exceed a term of five years from the initial start date.

B. The amount of this contract may be increased provided the funds are used in accordance with the guidelines associated with this contract grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.

C. This contract may be terminated for convenience upon thirty (30) days' notice to the Grantee. OHS may terminate this contract for cause or decrease its funded amounts, pursuant to the provisions in Section 25 or 26 of this Appendix.

25. OHS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions

of this Agreement or other grant agreements between the Grantee and OHS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in OHS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely. OHS shall provide the Grantee with written notice of noncompliance. Upon the Grantee's failure to correct or comply with the written notice by OHS, OHS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement. OHS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with Agreement terms.

#### Availability of Funds:

26. If for any reason the State of New York or the federal government terminates its appropriation through OHS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of OHS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to OHS for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to OHS. In any event, no liability shall be incurred by OHS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to OHS because of disallowed expenditures after audit shall be its responsibility.

27. Unless otherwise specified, in accordance with the State Finance Law, the availability of Federal and State funds budgeted as local assistance shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated in the State Budget by the New York State Legislature. When local assistance funds are not reappropriated, vouchers must be received by OHS by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

#### Retention of Records:

28. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the contract period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. OHS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, property records or equipment inventory records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project.

Revised 08/11/2008

Certified by - on

**Award Contract**

SHSP

Project No.

Grantee Name

AS10-1007-E00

Nassau County

10/15/2012

**Budget Summary by Participant**

Nassau County

Suffolk County Dept of Fire Rescue &amp; Emergency Svcs

Nassau County Office of Emergency Management - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Animal cages and restraints	16AR-00-PENS	1	\$9,444.00	\$9,444.00	\$9,444.00	\$0.00
2	Various supplies and equipment used in an animal shelter (litter pan, first aid kits, water, gloves, hand trucks, canopies, hoses, tables, safety fences, etc.)	12TR-00-TEQP	1	\$10,956.00	\$10,956.00	\$10,956.00	\$0.00
3	Double axled trailers with power, light, heat and air conditioning with signage	12TR-00-TEQP	3	\$13,000.00	\$39,000.00	\$39,000.00	\$0.00
4	Animal identification equipment and supplies	16GN-00-SAID	1	\$600.00	\$600.00	\$600.00	\$0.00
Total					\$60,000.00	\$60,000.00	\$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	\$60,000.00	\$60,000.00	\$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	\$60,000.00	\$60,000.00	\$0.00

**Award Contract**

SHSP

**Project No.**

AS10-1007-E00

**Grantee Name**

Nassau County

10/15/2012

**APPENDIX C****PAYMENT AND REPORTING SCHEDULE**

For All Grantees:

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
- Detailed Itemization Forms or other forms deemed acceptable by OHS of any budgeted category for which reimbursement is requested
- Written documentation of all required OHS approvals, as appropriate

2. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances and any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to OHS upon request.

3. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the New York State Office of Homeland Security. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Office of Homeland Security  
Federal Fiscal Unit – 7th Floor  
State Campus - Building 7A  
1220 Washington Avenue  
Albany, NY 12242

4. Vouchers shall be submitted in a format acceptable to OHS and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.

5. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, OHS, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

OHS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

6. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of OHS. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment

provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

The New York State Office of the State Comptroller offers an electronic payment option for Grantees which allows for more convenient and efficient payments. Grantees may visit the OSC website ([www.osc.state.ny.us](http://www.osc.state.ny.us)) to learn more about Electronic Payments and obtain an authorization form, program guidelines and frequently asked questions.

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

NYS Office of Homeland Security  
Attention: Contracts Unit  
State Office Building Campus – Bldg. 7A  
1220 Washington Avenue, Suite 610  
Albany, NY 12242

8. The Grantee will submit program progress reports and one final report to OHS on a prescribed form provided by OHS as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30  
Calendar Quarter: April 1 - June 30 -- Report Due: July 30  
Calendar Quarter: July 1 - September 30 -- Report Due: October 30  
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Revised 08/11/2008

Certified by - on

**Award Contract**

SHSP

**Project No.**

AS10-1007-E00

**Grantee Name**

Nassau County

10/15/2012

---

**Work Plan****Goal**

To enhance the capabilities of County Animal Rescue Teams (CART) in Nassau and Suffolk counties.

**Objective #1**

**G & T Workplan Code** - 30. Enhance capabilities to respond to all-hazards events.

**Investment Justification** - Food and Agricultural Safety and Defense

**Target Capability**

Primary - Mass Care

Secondary - Citizen Evacuation and Shelter-In Place

Increase the pet sheltering capacity of both Nassau and Suffolk Counties by providing a mobile cache of pet sheltering equipment and supplies.

**Task #1 for Objective #1**

Purchase and deploy three fully equipped, climate controlled Pet Emergency Response Trailers. Two trailers will be deployed to Nassau County and one trailer will be deployed to Suffolk County.

**# Performance Measure**

Identify equipment ordered and received. Provide brief narrative reporting the status of equipment and training of 1 personnel. Equipment accountability records are properly maintained. Describe how the project enhanced the region's sheltering and response capabilities.

SHSP

**Award Contract****Project No.**

AS10-1007-E00

**Grantee Name**

Nassau County

10/15/2012

**Special Conditions**

Funds must be used in accordance with the guidelines set forth in the FY 2007 Homeland Security Grant Program (HSGP) application kit. All planning, training and CBRNE exercises and/or equipment purchased with FY 2007 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications.

An agenda and meeting minutes will be kept on file for all meetings conducted regarding HSGP-funded activities. Any documents produced as a result of these meetings, such as plans, schedules, or procedures, will also be kept on file and be made available to the NYS Office of Homeland Security (OHS) upon request.

Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2007 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<http://www.rkb.mipt.org>). It is the responsibility of the grantee to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through the NYS Office of Homeland Security (OHS), for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2007 HSGP funds. Any communications equipment purchased with FY 2007 HSGP funds should be Project 25 (P25) compliant (<http://www.safecomprogram.gov/SAFECOM/grant/default.htm>). In addition, the grantee is required to complete a Communications Plan consistent with the DHS standards, and all communications equipment purchases must support implementation of the plan.

Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through the NYS Office of Homeland Security (OHS), for certification. Any exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) will be prepared and submitted to OHS following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.

Law enforcement agencies that receive grant funding from OHS must agree to participate in the New York State Intelligence Center (NYSIC) or the New York/New Jersey Regional Intelligence Center (NY/NJ RIC), as appropriate.

Recipient shall comply with all applicable Federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

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 December 18, 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*

---

Clerk of the Legislature

Intro. Res. 2214

Res. No. 1174

December 18, 2012

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

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

**Second:**  
 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						
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	10	1	1	1	1

**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