1147

Intro. Res. No. - 2014 Laid on Table 2/11/14
Introduced by Legislator Browning

RESOLUTION NO. -2014, AUTHORIZING USE OF SMITH POINT COUNTY PARK PROPERTY IN 2014 BY THE MASTICS-MORICHES-SHIRLEY COMMUNITY LIBRARY'S FAMILY LITERACY PROJECT

WHEREAS, the Mastics-Moriches-Shirley Community Library's Family Literacy Project is a not-for-profit organization; and

WHEREAS, the Mastics-Moriches-Shirley Community Library's Family Literacy Project would like to use the Smith Point County Park in Shirley for the purpose of hosting the Smith Point Bridge 5K Run, the proceeds of which will go to the Mastics-Moriches-Shirley Community Library's Family Literacy Project; and

WHEREAS, Smith Point's parking lot will be used as a staging area and also for parking for participants; and

WHEREAS, the 5 Kilometer race will be held in the park itself; and

WHEREAS, this race will be held on Saturday, September 6, 2014 from 7:00 a.m. to 1:00 p.m.; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Two Hundred Twenty-Five and 00/100 Dollars ($225.00), payment of which shall be guaranteed by the Mastics-Moriches-Shirley Community Library's Family Literacy Project; and

WHEREAS, a Certificate of Insurance and the accompanying declaration page naming Suffolk County as an additional insured has been provided by the Mastics-Moriches-Shirley Community Library's Family Literacy Project; and

WHEREAS, the use of County property for such a fund drive for support of the Mastics-Moriches-Shirley Community Library's Family Literacy Project would promote and protect the public health, safety, and general welfare of the residents of Suffolk County; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, i.e., the Smith Point County Park in Shirley, by the Mastics-Moriches-Shirley Community Library's Family Literacy Project, in consideration of the payment of Two Hundred Twenty-Five and 00/100 Dollars ($225.00) for the purpose of holding the Smith Point Bridge 5K Run on Saturday, September 6, 2014, between the hours of 7:00 a.m. and 1:00 p.m., is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance and the accompanying declaration page naming Suffolk County as an additional insured by the County of Suffolk from the Department, and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd **RESOLVED**, that before this event shall be permitted to occur, the Mastics-Moriches-Shirley Community Library's Family Literacy Project must apply for and obtain a

permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 643-7 of the Suffolk County Code; and be it further

3rd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the Smith Point Bridge 5K Run for the Mastics-Moriches-Shirley Community Library's Family Literacy Project at Smith Point County Park in Shirley; and be it further

4th **RESOLVED**, that the Mastics-Moriches-Shirley Community Library's Family Literacy Project shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-mastic-moriches-shirley-community-library-literacy-project

1148

Intro Res. No. -2014 Laid on Table 2/11/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO 2014 - AMENDING THE HOURLY RATE FOR CERTAIN TITLES IN THE SUFFOLK COUNTY TEMPORARY CLASSIFICATION AND SALARY PLAN

WHEREAS, the Suffolk County Department of Labor, Licensing and Consumer Affairs has requested that the hourly rates for the positions mentioned herein, which are used to assist in administering the Department's Summer Youth Employment Program, be increased; and

WHEREAS, the increases will help to attract qualified and trained personnel; and

WHEREAS, increasing pay rates for returning temporary employees provides the necessary incentive to recruit and maintain quality temporary employees; and

WHEREAS, the positions used by the Department are funded 100% with TANF Summer Youth Employment Allocations; be it

1ST **RESOLVED,** that the Suffolk County Temporary Classification and Salary Plan be amended as follows:

SPEC #	TITLE		CURRENT RATE	AMENDED RATE
3807	Program Aide IV		$ 8.00	$ 8.25
3815	Student Intern I	Year 1	$ 7.25	$ 8.25
		2	$ 7.75	$ 9.25
		3	$ 8.50	$10.25
3816	Student Intern II	Year 1	$ 8.00	$ 9.00
		2	$ 8.75	$10.00
		3	$ 9.50	$11.00
3817	Student Intern III	Year 1	$ 9.00	$10.00
		2	$ 9.75	$11.00
		3	$10.50	$12.00
7304	Assistant Labor Crew Leader	Year 1	$10.00	$11.00
		2	$10.75	$12.00
		3	$11.50	$13.00
7302	Labor Crew Leader	Year 1	$12.00	$13.00
		2	$12.75	$14.00
		3	$13.50	$15.00

2nd **RESOLVED,** that the amended hourly rates will become effective on the first day of the next full pay period after the adoption of this Resolution.

APPROVED BY:

_____

COUNTY EXECUTIVE OF SUFFOLK COUNTY

DATE:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution _X_ Local Law ___ Charter Law

2. Title of Proposed Legislation:

To amend the hourly rate for certain titles in the Suffolk County Temporary Classification and Salary Plan.

3. Purpose of Proposed Legislation

To amend hourly rate on various temporary positions.

4. Will the Proposed Legislation Have a Fiscal Impact? Yes _____ No__X_

5. If the Answer to item 4 is "yes", on what will it impact? (check appropriate category)

_____ County	_____Town	_____Economic Impact
_____ Village	_____School District	_____Other (Specify
_____ Library District	_____Fire District	___X__NOT APPLICABLE

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Subdivision.

N/A

8. Proposed Source of Funding

Budget

9. Timing of Impact

Upon adoption of Resolution.

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
BARBARA D'AMICO DIRECTOR OF FINANCE	Barbara D'Amico	1/21/14

SCIN FORM 175b (10/95)

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: To amend the hourly rate for certain titles in the Suffolk County Temporary Classification and Salary Plan.

PURPOSE OR GENERAL IDEAL OF BILL: Same as above.

SUMMARY OF SPECIFIC PROVISIONS: Self-explanatory.

JUSTIFICATION: Increase will help attract qualified and trained personnel.

FISCAL IMPLICATIONS: No impact on County. Funded 100% with TANF Summer Youth Employment Allocations.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

SAMUEL CHU
COMMISSIONER
DEPARTMENT OF LABOR, LICENSING &
CONSUMER AFFAIRS
725 VETERANS MEMORIAL HIGHWAY
HAUPPAUGE, N.Y. 11788

ADDRESS CORRESPONDENCE TO:
P.O. BOX 6100
HAUPPAUGE, N.Y. 11788-0099
e-mail:sc.dol@suffolkcountyny.gov
PHONE # (631) 853-6600
www.suffolkcountyny.gov/labor

MEMORANDUM

TO: **Jon Schneider, Deputy County Executive**
Suffolk County Executive's Office

FROM: **Samuel Chu, Commissioner**

DATE: **January 21, 2014**

RE: **INTRODUCTORY RESOLUTION**

Attached please find the following Introductory Resolution for the next Legislative meeting:

RESOLUTION NO. -14, **TO AMEND THE HOURLY RATE FOR CERTAIN TITLES IN THE SUFFOLK COUNTY TEMPORARY CLASSIFICATION AND SALARY PLAN.**

AN E-MAIL VERSION WILL BE SENT TO CE RESO REVIEW UNDER THE TITLE "RESO-LLCA-AMEND HOURLY RATE-SUMMER TANF POSITIONS."

Thank you for your assistance.

* * *

SC:dv
Attachment

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations

Intro. Res. No. 1149 - 2014 Laid on the Table 2/11/14
Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, AMENDING THE 2014 OPERATING BUDGET TO ACCEPT AND APPROPRIATE 100% FEDERAL GRANT FUNDS PASSED THROUGH THE NEW YORK STATE DEPARTMENT OF HEALTH FOR THE MATERNAL AND INFANT COMMUNITY HEALTH COLLABORATIVE INITIATIVE

WHEREAS, the New York State Department of Health has awarded $435,937 in 100% Federal grant funds to the Suffolk County Department of Health Services, Division of Patient Care Services for the Maternal and Infant Community Health Collaborative Initiative for the period 10/1/13-09/30/14; and

WHEREAS, this program provides funding to improve maternal and infant health outcomes for high-need women and reducing racial, ethnic and economic disparities in those outcomes through implementation of evidence-based and/or best practice strategies across the reproductive life course; and

WHEREAS, a portion of these funds were already included in the 2014 Adopted Operating Budget and $23,151 needs to be appropriated; now, therefore be it

1st **RESOLVED**, that the County Comptroller and the County Treasurer be and hereby are authorized to accept and appropriate $23,151 in grant funds as follows:

REVENUES

001-4401 Public Health	$23,151

APPROPRIATIONS

Department of Health Services (HSV)
Division of Patient Care Services
Maternal & Infant Community Health Collaborative Initiative
001-HSV-4112

Equipment	$2,300
2020 Office Machines	$2,300
Supplies & Materials	$12,081
3100 Instructional Supplies	$9,798
3510 Rent: Business Machines	$2,283
Contractual Expenses	$8,770
4330 Travel: Employee Contract	$2,178
4340 Travel: Other	$592
4560 Fee for Service: Non-Employee	$6,000

2nd **RESOLVED**, that the funding and expenditures that may be incurred run concurrent to the budget period as specified in the award letter; and be it further

3rd **RESOLVED**, that this Legislature, being the lead agency under SEQRA and Chapter 279 of the Suffolk County Code, hereby determines that this resolution constitutes a Type II action.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

HSV #4-2014

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

Amending the 2014 Operating Budget to accept and appropriate 100% Federal grant funds passed through the New York State Department of Health for the Maternal and Infant Community Health Collaborative Initiative.

3. Purpose or Proposed Legislation

This legislation is needed to accept and appropriate $23,151 in 100% Federal Aid passed through the New York State Department of Health for the Maternal and Infant Community Health Collaborative Initiative.

4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ____ **NO** X

5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)

County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:

Not applicable.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

None

8. Proposed Source of Funding

100% Federal Aid passed through the New York State Department of Health

9. Timing of Impact

2014

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Diane E. Weyer ***Principal Financial Analyst***	Diane E Weyer	2/4/14

SCIN FORM 175b (10/95)

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

August 30, 2013

DEPT. OF HEALTH SERVICES
EXECUTIVE OFFICES
2013 SEP -6 AM 10: 08

James Tomarken, MD, MPH, MBA, MSW
Health Commissioner
Suffolk County Department of Health
3500 Sunrise Hwy
Great River, NY 11739

Dear Dr. Tomarken:

Thank you for the application submitted in response to Component A: Maternal and Infant Community Health Collaboratives (MICHC) of the New York State Department of Health (NYSDOH) Maternal and Infant Health (MIH) Initiative Request for Applications. I am pleased to inform you that your organization has been selected to receive an award for the MICHC initiative, in the annual amount of $435,937 for a five year contract period, October 1, 2013 to September 30, 2018, to support the activities of this initiative.

This award is contingent upon approval of a final work plan and budget meeting the criteria outlined in the MIH RFA. Staff from the Bureau of Maternal and Child Health (BMCH), Perinatal Health Unit will contact you in the near future to discuss needed changes to the work plan and budget contained in the application. Staff from the BMCH, Administration Unit will contact you in the near future in order to initiate and finalize the contractual agreement.

NYSDOH is committed to improving maternal and infant health outcomes for high-need women and reducing racial, ethnic and economic disparities in those outcomes through implementation of evidence-based and/or best practice strategies across the reproductive life course.

We look forward to working together with you on this important initiative.

Sincerely,

Rachel de Long/ws

Rachel de Long, M.D., M.P.H.
Director
Division of Family Health

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

TO: Brooke Deere

FROM: Gary Amato

DATE: December 18, 2013

RE: Grant Award

Contract Tracking #: 24145

Maternal & Infant Community Health Collaborative
Budget Period: 10/01/13 – 09/30/14
Contract Period: 10/01/13 – 09/30/18
Multi-Term Period: Yes
NYSDOH Contract #: C-028973
Budget Amount: $435,937
Award Amount: $2,179,685

I am submitting three (3) original complete contracts for the above mentioned program. One copy is for the Law Department files.

The Division has approved the contract.

PublicHealth
Prevent. Promote. Protect.

GRANTS DEVELOPMENT, COORDINATION, AND BIO-STATISTICAL UNIT
225 Rabro Drive East, Hauppauge, NY 11788 (631) 853-3153 Fax (631) 853-3188

NEW YORK
state department of
HEALTH

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

December 18, 2013

James Tomarken, MPH, MBA, MSW
Health Commissioner
Suffolk County Department of Health
3500 Sunrise Hwy
Great River, NY 11739

Re: MICHC Contract No. C028973

Dear Dr. Tomarken:

Attached are the documents necessary to execute your Maternal and Infant Community Health Collaborative (MICHC) services contract. The five-year contract term will begin October 1, 2013 and end September 30, 2018. It is the Department's intent to provide your agency with an annual award of **$435,937** (annual amount) for five years. The total award for the five-year term will be **$2,179,685**. This funding remains contingent upon the availability of Federal funds, and is contingent on the requirement that you prequalify in the Grants Gateway. Additional information on prequalification and the Grants Gateway can be found on the Grants Reform website (http://grantsreform.ny.gov/). Please attend to this requirement in a timely manner to avoid any delay in approval.

The contract number assigned to your New York State Grant contract for the new five-year term is **C028973**, and must be referenced on all vouchers and correspondence with the Department concerning this contract.

Please return two originally signed and notarized copies of this grant contract along with all other attachments to me by **two weeks from the date of this letter** at the following address:

New York State Department of Health
BMCH Admin Unit
Empire State Plaza
Corning Tower, Room 859
Albany, NY 12237-0618

Please feel free to contact me at (518) 474-4569 or via e-mail at dmh01@health.ny.gov with any questions or concerns.

Sincerely,

Donna Hoinski
Health Program Administrator I
Bureau of Maternal and Child Health
Administration Unit

cc: Michael Acosta
Ann-Margret Foley

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

February 6, 2014

Jon Schneider, Deputy County Executive
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to amend the 2014 Operating Budget to accept and appropriate 100% Federal grant funds passed through the New York State Department of Health for the Maternal and Infant Community Health Collaborative Initiative. This program provides funding to improve maternal and infant health outcomes for high-need women and reducing racial, ethnic and economic disparities in those outcomes through implementation of evidence-based and/or best practice strategies across the reproductive life course.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Gary Amato at 4-0143. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-PC MICHC Initiative.docx."

Sincerely,

James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

Enclosures

C: Dennis M. Cohen, Chief Deputy County Executive
Thomas Vaughn, Director of Intragovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive
Margaret B. Bermel, MBA, Director of Health Administrative Services
Barry S. Paul, Deputy Commissioner
Gary Amato, Accountant
Diane E. Weyer, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

OFFICE OF THE COMMISSIONER
3500 Sunrise Highway, Suite 124, P. O. Box 9006, NY 11739-9006
Phone (631) 854-0000 Fax (631) 854-0108

2014 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Amending the 2014 Operating Budget to accept and appropriate 100% Federal grant funds passed through the New York State Department of Health for the Maternal and Infant Community Health Collaborative Initiative.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to accept and appropriate $23,151 in 100% Federal Aid passed through the New York State Department of Health for the Maternal and Infant Community Health Collaborative Initiative.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: This program provides funding to improve maternal and infant health outcomes for high-need women and reducing racial, ethnic and economic disparities in those outcomes through implementation of evidence-based and/or best practice strategies across the reproductive life course

FISCAL IMPLICATIONS: 100% Federal grant funds passed through the New York State Department of Health.

Suffolk County Contract Tracking Form

Contract Type: Grant Contract
Payment: Revenue
Grant Type: Grant
Procured/Awarded: None
Fund: 001-General Fund
Department: HSVR-Health Services Riverhead
Unit: 0000-To Be Determined
Object: 0000-Master closing object
Activity 1: 0000-Non-Contract Agency
Activity 2:
Activity 3:
Activity 4:
Activity 5:
Activity 6:
Activity 7:
IFMS No.:
Contractor Name: NYSCHD
Fed Id No.:
Dept.Id: C-028973
Law Id:
Budget Id:
Start Date: 10/01/2013
End Date: 09/30/0018

Total Current Encumbrance: $2,179,685

Dept Contact: Brooke Deere
Phone No.: 854-0113

Mailed to Vendor Fully Executed Agreement:
Sent to Vendor Date:

☒ Vendor ☒ Department ☒ Budget
☒ Fully Executed/Mailed to Vendor ☒ Notarize

Description: This is a 5 year contract.

For Budget Office Use Only

Suffolk County Law # - _____
Tracking Code #: **24145**

Maternal & Infant Community Health Collaborative
Budget Period: 10/01/13 – 09/30/14
Contract Period: 10/01/13 – 09/30/18
Multi-Term Period: Yes
NYSDOH Contract #: C-028973
Budget Amount: $435,937
Award Amount: $2,179,685

Approved as to Legality:
Dennis M. Brown, County Attorney

By: _____
Jessica H. Hogan
Assistant County Attorney

Date: _____

Approved:
Department of Health Services

By: _____
Margaret B. Bermel, MBA
Director of Health Administrative Services

Date: _____

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Department of Health Bureau of Maternal & Child Health Room 859 Corning Tower Empire State Plaza Albany, NY 12237	BUSINESS UNIT/DEPT. ID: DOH01/3450257 CONTRACT NUMBER: C028973 CONTRACT TYPE: ☑ Multi-Year Agreement ☐ Simplified Renewal Agreement ☐ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Suffolk County of	TRANSACTION TYPE: ☑ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: Suffolk County Department of Health	PROJECT NAME: Maternal and Infant Community Health Collaboratives
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000000809 Federal Tax ID Number: 11-6000464 DUNS Number (if applicable): 129090267	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only): 93.778
CONTRACTOR PRIMARY MAILING ADDRESS: 3500 Sunrise Highway, Suite 124 P.O. Box 9006 Great River NY 11739-9006 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality, Code:470100000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number:EXEMPT Exemption Status/Code: EPTL3 ☐ Sectarian Entity

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 10/01/2013 To: 09/30/2018

CURRENT CONTRACT PERIOD:

From: 10/01/2013 To: 09/30/2018

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT
(*Multi-year* - enter total projected amount of the contract; *Fixed Term/Simplified Renewal* - enter current period amount):

CURRENT: $ 2,179,685

AMENDED:

FUNDING SOURCE(S)

- [x] State
- [x] Federal
- [ ] Other

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	10/01/2013-09/30/2014	$ 435,937		
2	10/01/2014-09/30/2015	$ 435,937		
3	10/01/2015-09/30/2016	$ 435,937		
4	10/01/2016-09/30/2017	$ 435,937		
5	10/01/2017-09/30/2018	$ 435,937		

ATTACHMENTS PART OF THIS AGREEMENT:

- [x] Attachment A:
  - [x] A-1 Program Specific Terms and Conditions
  - [x] A-2 Federally Funded Grants
- [x] Attachment B:
  - [x] B-1 Expenditure Based Budget
  - [ ] B-2 Performance Based Budget
  - [ ] B-3 Capital Budget
  - [ ] B-1(A) Expenditure Based Budget (Amendment)
  - [ ] B-2(A) Performance Based Budget (Amendment)
  - [ ] B-3(A) Capital Budget (Amendment)
- [x] Attachment C: Work Plan
- [x] Attachment D: Payment and Reporting Schedule
- [ ] Other:

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

Suffolk County Department of Health

By:_____

_____
Printed Name

Title:_____

Date:_____

STATE AGENCY:

New York State Department of Health

By:_____

Bradley Hutton
Printed Name

Title: Director, Center for Community Health

Date:_____

STATE OF NEW YORK

County of_____

On the ___ day of _____, ____, before me personally appeared_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

STATE COMPTROLLER'S SIGNATURE

_____

_____
Printed Name

Title:_____

Date:_____

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. **Order of Precedence:**

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

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

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

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

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

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

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

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

H. **Severability:** Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

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

J. **Notice:**

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile

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

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

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

M. **Indemnification:** The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. **Non-Assignment Clause:** In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. **Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

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

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State's intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. **Termination:**

1. ***Grounds*:**

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. ***Notice of Termination*:**

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations:***

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

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

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

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

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

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

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

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.
[5] Fee for Service is a rate established by the Contractor for a service or services rendered.
[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.
[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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

h) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

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

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

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

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

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) **Narrative/Qualitative Report**: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) **Statistical/Quantitative Report**: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) **Expenditure Report**: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) **Final Report**: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) **Consolidated Fiscal Report** (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

(i) **Progress Report**: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) **Final Progress Report**: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

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

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

4. When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. ***General:***

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. ***Cost Allocation:***

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds:*** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

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

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

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. **Non-Discrimination Requirements:** Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. **Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises:** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

[9] Not applicable to not-for-profit entities.

ATTACHMENT A-1
AGENCY AND PROGRAM SPECIFIC CLAUSES
Part A. Agency Specific Clauses

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, licenser, licensee, lessor, lessee or any other party):

A. **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).

B. **Prohibition on Purchase of Tropical Hardwoods:**

1. 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.

2. 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.

C. **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.

D. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development

633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

E. 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.

F. 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.

G. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.

H. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than

(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,

use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "1" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than $500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than $500,000, and if the CONTRACTOR receives $300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

I. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

J. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.

K. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on race, creed, color, sex, national origin, age, disability, sexual orientation or marital status.

L. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT

M. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.

N. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for:

1. Workers' Compensation, for which one of the following is incorporated into this contract as **Attachment E-1**:

a) **CE-200** -- Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR

c) **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

2. Disability Benefits coverage, for which one of the following is incorporated into this contract as **Attachment E-2:**

a) **CE-200**, Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

b) **DB-120.1** -- Certificate of Disability Benefits Insurance OR

c) **DB-155** -- Certificate of Disability Benefits Self-Insurance

O. 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). Contractor shall be liable for the costs associated with any breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

P. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.

Q. All bidders/contractors agree that all state funds dispersed under this bid/contract will be bound by the terms, conditions, obligations and regulations promulgated or to be promulgated by the Department in accordance with E.O. 38, signed in 2012, governing restrictions on executive compensation.

R. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the: New York State Department of Health, Bureau of Maternal & Child Health, Room 859 Corning Tower, Empire State Plaza, Albany, New York 12237-0618.

S. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA shall be made separate from payments under this AGREEMENT and shall not be applied toward or amend amounts payable under Attachment B of this Agreement.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. The CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

T. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

U. Pursuant to the Master Contract's Standard Terms and Conditions, I. (General Provisions); J. (Notices), such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

State of New York Department of Health
Name: Donna Hoinski
Title: Health Program Administrator 1
Address: New York State Department of Health
Bureau of Maternal and Child Health
Room 859 Corning Tower
Empire State Plaza, Albany, NY 12237
Telephone Number: (518) 474-4569
Facsimile Number: (518) 473-3391
E-Mail Address: DMH01@health.ny.gov

Suffolk County Department of Health
Name: James Tomarken MD, MPH, MBA, MSW
Title: Health Commissioner
Address: 3500 Sunrise Hwy
Great River NY 11739
Telephone Number: (631)854-0100
E-Mail Address: james.tomarken@suffolkcountyny.gov

Part B. Program Specific Clauses

Additional Department of Health program specific clauses follow in Attachment A-1 Part B.

ATTACHMENT A-1 Part B
PROGRAM SPECIFIC CLAUSES

Department of Health Program Name: Maternal and Infant Community Health Collaborative

A. SUBCONTRACTS

1. In addition to those terms set forth in the Master Contract concerning subcontractors, the following terms shall also apply:

a. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.

b. The Department shall have the right to contact any subcontractor directly concerning the Performance of the obligations contained herein and to require the attendance of the Subcontractor at any or all meetings between the Contractor and Department, at which the performance of the Contractor pursuant to this Master Contract will be discussed.

c. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractors request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this Master Contract , or at the direction of the Department, used to provide additional services provided for under this Master Contract.

B. The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this Master Contract. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.

C. PUBLICATIONS AND COPYRIGHTS

1. The Contractor agrees that any and all materials, publications, videos or curricula conceived, produced and/or reduced to practice pursuant to this Master Contract, or with monies supplied pursuant to this Master Contract, shall become property of the Department.

2. Pursuant to Section IV(G)(2)(a) of the Master Contract, the Contractor shall acknowledge the support of the State and Department of Health with the following language: "Produced with funding from The New York State Department of Health, Division of Family Health."

3. Except as otherwise provided in Section IV(G)(3) of the Master Contract, the Department and the State of New York expressly reserve the right to reproduce, publish distribute, copyright or otherwise use, in perpetuity, any and

all materials, publications, videos or curricula conceived and produced pursuant to this Master Contract and all the activities supported thereunder.

4. The Contractor agrees that unless otherwise provided by the terms of this Master Contract, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this Master Contract, or permitting others to do so without the prior written consent of the Department.

5. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.

D. PURCHASING

1. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide , to the maximum extent practicable, open and free competition.

2. In addition to the requirements of Section IV (D) of the Master Contract, procurement records and files for purchases in excess of $5,000 shall include the following:
   a. basis for selection;
   b. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
   c. justification for lack of competition when competitive bids or offers are not obtained;
   d. basis for award cost or price.

E. Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this Master Contract and shall be reimbursed pursuant to the terms of Section III (5) of the Master Contract.

F. EQUIPMENT/INVENTORY REPORT

1. In addition to the requirements contained in Section IV (c) (1) and Section IV (D) (2) of the Master Contract, A complete inventory of all property as defined in Section IV (D) (1) shall be maintained by the Contractor who shall report to the appropriate Program Director of the State Department of Health acquisitions of equipment. All such equipment shall be identified in a suitable manner. An annual inventory of such equipment shall be submitted to such Program Director by the Contractor and is to be inclusive of all such equipment received during the contract year, within 45 days after the completion of the services to be performed under this Master Contract. Disposition of the inventoried property will be made in accordance with the Master Contract and applicable provisions of law.

ATTACHMENT A-2
FEDERALLY FUNDED GRANTS
Part A. AGENCY SPECIFIC CLAUSES

A. **Federal Certifications**: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

1. Lobbying Certification (except as otherwise provided in Part B of this Attachment A-2)

a) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

b) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

c) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed $100,000.

(i) The CONTRACTOR certifies, to the best of his or her knowledge and belief that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an

officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(ii) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(iii) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Contracts at (518) 474-7896. Completed forms should be submitted to the New York State Department of Health, Bureau of Contracts, Empire State Plaza, Corning Tower Building, Room 2756, Albany, 12237-0016.

(iv) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.

d) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:

(i) Payments of reasonable compensation made to its regularly employed officers or employees;

(ii) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed $100,000; and

(iii) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed $150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

2. Certification Regarding Environmental Tobacco Smoke: Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to $1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

3. Certification Regarding Debarment and Suspension: Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after

August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

a) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

(i) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

(ii) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

(iii) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

(iv) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules Implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

(v) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(vi) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.

(vii) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.

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

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

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

(i) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

(ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

B. Administrative Rules and Audits:

1. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs:

a) For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".

b) For a nonprofit organization other than
(i) an institution of higher education,
(ii) a hospital, or
(iii) an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,
use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.

c) For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".

d) For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.

2. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

3. The CONTRACTOR shall comply with the following grant requirements regarding audits.

a) If the contract is funded from federal funds, and the CONTRACTOR spends more than $500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.

b) If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than $500,000,

and if the CONTRACTOR receives $300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.

4. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:

a) If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.

b) If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.

c) If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

Part B. Program Specific Federal Clauses

Attachment A-2 Part B intentionally omitted.

Attachment B-1

NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative

Contractor Name: Suffolk County Department of Health

Contract Number: C- 028973

FIVE-YEAR SUMMARY BUDGET REQUEST
October 1, 2013 - September 30, 2018

	Year 1 NYS Amount 10/1/13-9/30/14	Year 2 NYS Amount 10/1/14-9/30/15	Year 3 NYS Amount 10/1/15-9/30/16	Year 4 NYS Amount 10/1/16-9/30/17	Year 5 NYS Amount 10/1/17-9/30/18	Total NYS Amount
Personal Services						
Salaries	$112,046	$112,046	$112,046	$112,046	$112,046	$560,230
Fringe Benefits	$45,431	$45,431	$45,431	$45,431	$45,431	$227,155
Total Personal Services	$157,477	$157,477	$157,477	$157,477	$157,477	$787,385
Nonpersonal Services						
Subcontracts/ Consultants/ Per Diems/ Contractual Services	$260,499	$260,499	$260,499	$260,499	$260,499	$1,302,495
Supplies and Materials	$2,283	$2,283	$2,283	$2,283	$2,283	$11,415
Equipment	$2,300	$2,300	$2,300	$2,300	$2,300	$11,500
Travel	$3,378	$3,378	$3,378	$3,378	$3,378	$16,890
Operating Expenses	$10,000	$10,000	$10,000	$10,000	$10,000	$50,000
Other						$0
Total Non Personal Services	$278,460	$278,460	$278,460	$278,460	$278,460	$1,392,300
GRAND TOTAL	**$435,937**	**$435,937**	**$435,937**	**$435,937**	**$435,937**	**$2,179,685**

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: Medicaid Match 93.778 (50%)

Attachment B-1
NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative
TABLE A
SUMMARY BUDGET REQUEST
10/01/2013-09/30/2014

Contractor Name: Suffolk County Department of Health
Contract Number: C028973

	Total Expense 1	Other Sources of Funds 2	Amount Requested From NYS 3
1. PERSONAL SERVICE Subtotal Personal Services (Totals only from Table A-1)	$ 195,440	$ 37,963	$ 157,477
2. NONPERSONAL SERVICE Subtotal Nonpersonal Services (Totals only from Table A-2)	$ 324,843	$ 46,383	$ 278,460
3. Grand Total:	**$ 520,283**	**$ 84,346**	**$ 435,937**
4. OTHER SOURCES OF FUNDS (DETAIL) a. Applicant (Match) i. Unrestricted Funds ii. In-Kind Contributions		82,126	
b. MHI Subcontractors i. Unrestricted Funds ii. In-Kind Contributions		2,220	
c. Other Funds			
d. Total Other Sources of Funds (must equal column 2, grand total above)		84,346	

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: Medicaid Match 93.778

Attachment B-1

NYSDOH - Maternal and Infant Health Initiative

Maternal Infant Community Health Collaborative

TABLE A-1

DETAILED PERSONAL SERVICE BUDGET REQUEST

10/01/2013-09/30/2014

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Personal Service Items [1]	Incumbent Name	Annual Salary Rate	# Mos	% FTE Time on Project	Activities Related to Offering & Arranging For Family Planning Services: Comm. Ed & Outreach	Promotion of FPBP & FPEP	FP Information & Referral	Other Offer Arranging Activities	Activities Not Related to Offering & Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
1	1	2	3	4	5	6	7	8	9	10	11	12
MICHC Program Coordinator	Roisman, Ellen	$ 81,067.00	12	100.00%	5,320.00	3,040.00	0.00	6,840.00	45,600.00	$ 81,067	$ 20,267	$ 60,800
Comm. Health Worker Supervisor	To Be Hired	$ 51,246.00	12	100.00%	3,203.00	3,203.00	3,203.00	3,203.00	23,621.00	$ 51,246	$ -	$ 51,246
Subtotal Personal Service					$ 8,523.00	$ 6,243.00	$ 3,203.00	$ 10,043.00	$ 81,304.00	$ 132,313.00	$ 20,267.00	$ 112,046.00
Fringe Benefits Rate	47.71%				$ 4,066.32	$ 2,978.54	$ 1,528.15	$ 4,791.52	$ 35,420.00	$ 63,127.00	$ 17,696.00	$ 45,431.00
Total Personal Service					$12,589.00	$ 9,222.00	$ 4,731.00	$ 14,835.00	$ 116,724.00	$ 195,440.00	$ 37,963.00	$ 157,477.00

[1] List each separately & group by title

Attachment B-1
NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative
TABLE A-2
DETAILED NONPERSONAL SERVICE BUDGET REQUEST
10/01/2013-09/30/2014

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Nonpersonal Service - Title	Activities Related to Offering or Arranging for Family Planning Services				Activities Not Related to Offering or Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
	Title X Family Planning Office	Community Health Center (CHC)	Lab Organization (Hospital)	All Other Offering or Arranging Entities				
	1	2	3	4	5	6	7	8
1. Subcontracts/Consultants/Per Diems/Contractual Services								
Good Samaritan Hospital	16,850.00	16,850.00	16,850.00	15,906.00		$ 254,499.00	$ -	$ 254,499.00
Suffolk Perinatal Coalition			1,500.00			$ 8,220.00	$ 2,220.00	$ 6,000.00
2. Supplies & Materials								
Supplies (incl. copy machine lease)						$ 3,383.00	$ 1,100.00	$ 2,283.00
3. Equipment								
Listing of Equipment						$ 2,300.00	$ -	$ 2,300.00
4. Travel								
Local Travel	140.00	140.00	140.00	140.00		$ 2,178.00	$ -	$ 2,178.00
Conferences						$ 1,200.00	$ -	$ 1,200.00
5. Operating Expenses								
6. Other								
Rent						$ 39,871.00	$ 39,871.00	$ -
Telephone						$ 3,192.00	$ 3,192.00	$ -
Media Campaign	750.00	750.00	750.00	750.00	750.00	$ 10,000.00	$ -	$ 10,000.00
Total NonPersonal Service	17,740.00	17,740.00	19,240.00	16,796.00	750.00	324,843.00	46,383.00	278,460.00

Attachment B-1
NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative
TABLE A
SUMMARY BUDGET REQUEST
10/01/2014-09/30/2015

Contractor Name: Suffolk County Department of Health
Contract Number: C028973

	Total Expense 1	Other Sources of Funds 2	Amount Requested From NYS 3
1. PERSONAL SERVICE			
Subtotal Personal Services (Totals only from Table A-1)	$ 195,440	$ 37,963	$ 157,477
2. NONPERSONAL SERVICE			
Subtotal Nonpersonal Services (Totals only from Table A-2)	$ 324,843	$ 46,383	$ 278,460
3. Grand Total	**$ 520,283**	**$ 84,346**	**$ 435,937**

4. OTHER SOURCES OF FUNDS DETAIL	
a. Applicant (Lead agency)	
I. Unrestricted Funds	
II. In Kind Contributions	82,126
b. MIHI Subcontractors	
I. Unrestricted Funds	
II. In Kind Contributions	2,220
c. Other Funds	
d. Total Other Sources of Funds (must equal Column 2, Grand Total, above)	84,346

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: Medicaid Match 93.778

Attachment B-1

NYSDOH - Maternal and Infant Health Initiative

Maternal Infant Community Health Collaborative

TABLE A-1

DETAILED PERSONAL SERVICE BUDGET REQUEST

10/01/2014-09/30/2015

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Personal Service Items [1]	Incumbent Name	Annual Salary Rate	# Mos	FTE Time on Project	Activities Related to Offering & Arranging for Family Planning Services: Comm. Ed & Outreach	Promotion of FPPP & FPEP	FP Information & Referral	Other Offer & Arranging Activities	Activities Not Related to Offering & Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
1	2	3	4	5	6	7	8	9	10	11	12
MICHC Program Coordinator	Roisman, Ellen	$ 81,067.00	12	100.00%	5,320.00	3,040.00	0.00	6,840.00	45,600.00	$ 81,067	$ 20,267	$ 60,800
Comm. Health Worker Supervisor	To Be Hired	$ 51,246.00	12	100.00%	3,203.00	3,203.00	3,203.00	3,203.00	23,621.00	$ 51,246	$ -	$ 51,246
Subtotal Personal Service					$ 8,523.00	$ 6,243.00	$ 3,203.00	$ 10,043.00	$ 81,304.00	$ 132,313.00	$ 20,267.00	$ 112,046.00
Fringe Benefits Rate	47.71%				$ 4,066.32	$ 2,978.54	$ 1,528.15	$ 4,791.52	$ 35,420.00	$ 63,127.00	$ 17,696.00	$ 45,431.00
Total Personal Service					$12,589.00	$ 9,222.00	$ 4,731.00	$ 14,835.00	$ 116,724.00	$ 195,440.00	$ 37,963.00	$ 157,477.00

[1] List each separately & group by title

Attachment B-1

NYSDOH - Maternal and Infant Health Initiative

Maternal Infant Community Health Collaborative

TABLE A-2

DETAILED NONPERSONAL SERVICE BUDGET REQUEST

10/01/2014-09/30/2015

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Nonpersonal Services (NPS)	Activities Related to Offering & Arranging For Family Planning Services				Activities Not Related to Offering & Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
	Column Ed & Outreach	Promotion of FPEP & FPEP	FP Information & Referral	Other Offer & Arranging Activities				
	1	2	3	4	5	6	7	8
1. Subcontracts/Consultants/Per Diems/Contractual Services								
Good Samaritan Hospital	16,850.00	16,850.00	16,850.00	15,906.00		$ 254,499.00	$ -	$ 254,499.00
Suffolk Perinatal Coalition			1,500.00			$ 8,220.00	$ 2,220.00	$ 6,000.00
2. Supplies & Materials								
Supplies (incl. copy machine lease)						$ 3,383.00	$ 1,100.00	$ 2,283.00
3. Equipment								
Listing of Equipment						$ 2,300.00	$ -	$ 2,300.00
4. Travel								
Local Travel	140.00	140.00	140.00	140.00		$ 2,178.00	$ -	$ 2,178.00
Conferences						$ 1,200.00	$ -	$ 1,200.00
5. Operating Expenses								
6. Other								
Rent						$ 39,871.00	$ 39,871.00	$ -
Telephone						$ 3,192.00	$ 3,192.00	$ -
Media Campaign	750.00	750.00	750.00	750.00	750.00	$ 10,000.00	$ -	$ 10,000.00
Total NonPersonal Service	17,740.00	17,740.00	19,240.00	16,796.00	750.00	324,843.00	46,383.00	278,460.00

Attachment B-1
NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative
TABLE A
SUMMARY BUDGET REQUEST
10/01/2015-09/30/2016

Contractor Name: Suffolk County Department of Health
Contract Number: C028973

	Total Expense 1	Other Sources of Funds 2	Amount Requested From N.Y.S. 3
1. PERSONAL SERVICE Subtotal Personal Services (Totals only from Table A-1)	$ 195,440	$ 37,963	$ 157,477
2. NONPERSONAL SERVICE Subtotal Nonpersonal Services (Totals only from Table A-2)	$ 324,843	$ 46,383	$ 278,460
3. Grand total	**$ 520,283**	**$ 84,346**	**$ 435,937**
4. OTHER SOURCES OF FUNDS DETAIL a. Applicant (In-kind) i. Unrestricted Funds ii. In-Kind Contributions	82,126		
b. Mini Subcontractors i. Unrestricted Funds ii. In-Kind Contributions	2,220		
c. Other Funds			
d. Total Other Sources of Funds (must equal Column 2, 3rd Total above)	84,346		

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: Medicaid Match 93.778

Attachment B-1

NYSDOH - Maternal and Infant Health Initiative

Maternal Infant Community Health Collaborative

TABLE A-1

DETAILED PERSONAL SERVICE BUDGET REQUEST

10/01/2015-09/30/2016

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Personal Service Items [1]	Incumbent Name	Annual Salary Rate	# Mos	% FTE Time on Project	Activities Related to Offering & Arranging For Family Planning Services				Activities Not Related to Offering & Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
					Comm. Ed & Outreach	Promotion of FPBP & FPEP	FP Information & Referral	Other Offer & Arranging Activities				
1	1	2	3	4	5	6	7	8	9	10	11	12
MICHC Program Coordinator	Roisman, Ellen	$ 81,067.00	12	100.00%	5,320.00	3,040.00	0.00	6,840.00	45,600.00	$ 81,067	$ 20,267	$ 60,800
Comm. Health Worker Supervisor	To Be Hired	$ 51,246.00	12	100.00%	3,203.00	3,203.00	3,203.00	3,203.00	23,621.00	$ 51,246	$ -	$ 51,246
Subtotal Personal Service					$ 8,523.00	$ 6,243.00	$ 3,203.00	$ 10,043.00	$ 81,304.00	$ 132,313.00	$ 20,267.00	$ 112,046.00
Fringe Benefits Rate	47.71%				$ 4,066.32	$ 2,978.54	$ 1,528.15	$ 4,791.52	$ 35,420.00	$ 63,127.00	$ 17,696.00	$ 45,431.00
Total Personal Service					$12,589.00	$ 9,222.00	$ 4,731.00	$ 14,835.00	$ 116,724.00	$ 195,440.00	$ 37,963.00	$ 157,477.00

[1] List each separately & group by title

Attachment B-1

NYSDOH - Maternal and Infant Health Initiative

Maternal Infant Community Health Collaborative

TABLE A-2

DETAILED NONPERSONAL SERVICE BUDGET REQUEST

10/01/2015-09/30/2016

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Nonpersonal Services (NPS)	Activities Related to Offering & Arranging For Family Planning Services				Activities Not Related to Offering & Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
	Counseling & Outreach	Promotion of FPBP & FPEP	FP Information & Referral	Other Offer & Arranging Activities				
	1	2	3	4	5	6	7	8
1. Subcontracts/Consultants/Per Diems/Contractual Services								
Good Samaritan Hospital	16,850.00	16,850.00	16,850.00	15,906.00		$ 254,499.00	$ -	$ 254,499.00
Suffolk Perinatal Coalition			1,500.00			$ 8,220.00	$ 2,220.00	$ 6,000.00
2. Supplies & Materials								
Supplies (incl. copy machine lease)						$ 3,383.00	$ 1,100.00	$ 2,283.00
3. Equipment								
Listing of Equipment						$ 2,300.00	$ -	$ 2,300.00
4. Travel								
Local Travel	140.00	140.00	140.00	140.00		$ 2,178.00	$ -	$ 2,178.00
Conferences						$ 1,200.00	$ -	$ 1,200.00
5. Operating Expenses								
6. Other								
Rent						$ 39,871.00	$ 39,871.00	$ -
Telephone						$ 3,192.00	$ 3,192.00	$ -
Media Campaign	750.00	750.00	750.00	750.00	750.00	$ 10,000.00	$ -	$ 10,000.00
Total NonPersonal Service	17,740.00	17,740.00	19,240.00	16,796.00	750.00	324,843.00	46,383.00	278,460.00

Attachment B-1
NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative
TABLE A
SUMMARY BUDGET REQUEST
10/01/2016-09/30/2017

Contractor Name: Suffolk County Department of Health
Contract Number: C028973

	Total Expense 1	Other Sources of Funds 2	Amount Requested From NYS 3
1. PERSONAL SERVICE - Subtotal Personal Services (Totals only from Table A-1)	$ 195,440	$ 37,963	$ 157,477
2. NONPERSONAL SERVICE - Subtotal Nonpersonal Services (Totals only from Table A-2)	$ 324,843	$ 46,383	$ 278,460
3. Grand Total	**$ 520,283**	**$ 84,346**	**$ 435,937**
4. OTHER SOURCES OF FUNDS DETAIL			
a. Applicant (Lead Agency) - i. Unrestricted Funds			
ii. In-Kind Contributions		82,126	
b. MHI Sub-contractors - i. Unrestricted Funds			
ii. In-Kind Contributions		2,220	
c. Other Funds			
d. Total Other Sources of Funds (must equal column 2 Grand Total above)		84,346	

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: Medicaid Match 93.778

Attachment B-1

NYSDOH - Maternal and Infant Health Initiative

Maternal Infant Community Health Collaborative

TABLE A-1

DETAILED PERSONAL SERVICE BUDGET REQUEST

10/01/2016-09/30/2017

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Personal Service Items [1]	Incumbent Name	Annual Salary Rate	# Mos.	FTE Time on Project	Activities Related to Offering & Arranging For Family Planning Services: Comm. Ed. & Outreach	Promotion of FPBP & FPLP	FP Information & Referral	Other Offer & Arranging Activities	Activities Not Related to Offering & Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
1	1	2	3	4	5	6	7	8	9	10	11	12
MICHC Program Coordinator	Roisman, Ellen	$ 81,067.00	12	100.00%	5,320.00	3,040.00	0.00	6,840.00	45,600.00	$ 81,067	$ 20,267	$ 60,800
Comm. Health Worker Supervisor	To Be Hired	$ 51,246.00	12	100.00%	3,203.00	3,203.00	3,203.00	3,203.00	23,621.00	$ 51,246	$ -	$ 51,246
Subtotal Personal Service					$ 8,523.00	$ 6,243.00	$ 3,203.00	$ 10,043.00	$ 81,304.00	$ 132,313.00	$ 20,267.00	$ 112,046.00
Fringe Benefits Rate	47.71%				$ 4,066.32	$ 2,978.54	$ 1,528.15	$ 4,791.52	$ 35,420.00	$ 63,127.00	$ 17,696.00	$ 45,431.00
Total Personal Service					$12,589.00	$ 9,222.00	$ 4,731.00	$ 14,835.00	$ 116,724.00	$ 195,440.00	$ 37,963.00	$ 157,477.00

[1] List each separately & group by title

Attachment B-1
NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative
TABLE A-2
DETAILED NONPERSONAL SERVICE BUDGET REQUEST
10/01/2016-09/30/2017

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Nonpersonal Services (NPS)	Activity - Conducting Outreach & Arranging For Family Planning Service				Activity - Work Related to Outreach & Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
	Conducting Outreach	Encouraging FP for Eligible	FP for Health or Referral	Setting Appts & Arranging Transp				
	1	2	3	4	5	6	7	8
1. Subcontracts/Consultants/Per Diems/Contractual Services								
Good Samaritan Hospital	16,850.00	16,850.00	16,850.00	15,906.00		$ 254,499.00	$ -	$ 254,499.00
Suffolk Perinatal Coalition			1,500.00			$ 8,220.00	$ 2,220.00	$ 6,000.00
2. Supplies & Materials								
Supplies (incl. copy machine lease)						$ 3,383.00	$ 1,100.00	$ 2,283.00
3. Equipment								
Listing of Equipment						$ 2,300.00	$ -	$ 2,300.00
4. Travel								
Local Travel	140.00	140.00	140.00	140.00		$ 2,178.00	$ -	$ 2,178.00
Conferences						$ 1,200.00	$ -	$ 1,200.00
5. Operating Expenses								
6. Other								
Rent						$ 39,871.00	$ 39,871.00	$ -
Telephone						$ 3,192.00	$ 3,192.00	$ -
Media Campaign	750.00	750.00	750.00	750.00	750.00	$ 10,000.00	$ -	$ 10,000.00
Total NonPersonal Service	17,740.00	17,740.00	19,240.00	16,796.00	750.00	324,843.00	46,383.00	278,460.00

Attachment B-1
NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative
TABLE A
SUMMARY BUDGET REQUEST
10/01/2017-09/30/2018

Contractor Name: Suffolk County Department of Health
Contract Number: C028973

	Total Expense 1	Other Sources of Funds 2	Amount Requested From NYS 3
1. PERSONAL SERVICE			
Subtotal Personal Services (Totals only from Table A-1)	$ 195,440	$ 37,963	$ 157,477
2. NONPERSONAL SERVICE			
Subtotal Nonpersonal Services (Totals only from Table A-2)	$ 324,843	$ 46,383	$ 278,460
3. Grand Total	**$ 520,283**	**$ 84,346**	**$ 435,937**
4. OTHER SOURCES OF FUNDS DETAIL			
a. Applicant (provide):			
i. Unrestricted funds			
ii. In-kind contributions		82,126	
b. Third Subcontractors:			
i. Unrestricted funds			
ii. In-kind contribution		2,220	
c. Other Funds			
d. Total Other Sources of Funds (must equal column 2 grand total above)		84,346	

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: Medicaid Match 93.778

Attachment B-1

NYSDOH - Maternal and Infant Health Initiative

Maternal Infant Community Health Collaborative

TABLE A-1

DETAILED PERSONAL SERVICE BUDGET REQUEST

10/01/2017-09/30/2018

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Personal Service Items [1]	Incumbent Name	Annual Salary Rate	# Mo	% FTE Time on Project	Activities Related to Offering & Arranging For Family Planning Services: Comm. Ed. & Outreach	Promotion of FPBP & FEP	FP Information & Referral	Other Offer & Arranging Activities	Activities Not Related to Offering & Arranging for FP Services	Total Expense	Other Sources of Funds	Amount Requested From NYS
1	1	2	3	4	5	6	7	8	9	10	11	12
MICHC Program Coordinator	Roisman, Ellen	$ 81,067.00	12	100.00%	5,320.00	3,040.00	0.00	6,840.00	45,600.00	$ 81,067	$ 20,267	$ 60,800
Comm. Health Worker Supervisor	To Be Hired	$ 51,246.00	12	100.00%	3,203.00	3,203.00	3,203.00	3,203.00	23,621.00	$ 51,246	$ -	$ 51,246
Subtotal Personal Service					$ 8,523.00	$ 6,243.00	$ 3,203.00	$ 10,043.00	$ 81,304.00	$ 132,313.00	$ 20,267.00	$ 112,046.00
Fringe Benefits Rate	47.71%				$ 4,066.32	$ 2,978.54	$ 1,528.15	$ 4,791.52	$ 35,420.00	$ 63,127.00	$ 17,696.00	$ 45,431.00
Total Personal Service					$12,589.00	$ 9,222.00	$ 4,731.00	$ 14,835.00	$ 116,724.00	$ 195,440.00	$ 37,963.00	$ 157,477.00

[1] List each separately & group by title

Attachment B-1
NYSDOH - Maternal and Infant Health Initiative
Maternal Infant Community Health Collaborative
TABLE A-2
DETAILED NONPERSONAL SERVICE BUDGET REQUEST
10/01/2017-09/30/2018

Contractor Name: Suffolk County Department of Health

Contract Number: C028973

Nonpersonal Service (NPS)	Activities Related to Offering & Arranging Food Family Program Services				Activities Not Related to Offering & Arranging Food Family Program Services	Total Expenses	Other Sources of Funds	Amount Requested From NYS
	Contract Activity Oversight	Promotion of Healthy Lifestyles	Participant Intake & Retention	Other Activities				
	1	2	3	4	5	6	7	8
1. Subcontracts/Consultants/Per Diems/Contractual Services								
Good Samaritan Hospital	16,850.00	16,850.00	16,850.00	15,906.00		$ 254,499.00	$ -	$ 254,499.00
Suffolk Perinatal Coalition			1,500.00			$ 8,220.00	$ 2,220.00	$ 6,000.00
2. Supplies & Materials								
Supplies (incl. copy machine lease)						$ 3,383.00	$ 1,100.00	$ 2,283.00
3. Equipment								
Listing of Equipment						$ 2,300.00	$ -	$ 2,300.00
4. Travel								
Local Travel	140.00	140.00	140.00	140.00		$ 2,178.00	$ -	$ 2,178.00
Conferences						$ 1,200.00	$ -	$ 1,200.00
5. Operating Expenses								
6. Other								
Rent						$ 39,871.00	$ 39,871.00	$ -
Telephone						$ 3,192.00	$ 3,192.00	$ -
Media Campaign	750.00	750.00	750.00	750.00	750.00	$ 10,000.00	$ -	$ 10,000.00
Total NonPersonal Service	17,740.00	17,740.00	19,240.00	16,796.00	750.00	324,843.00	46,383.00	278,460.00

ATTACHMENT C – WORK PLAN
SUMMARY

PROJECT NAME: **Maternal and Infant Community Health Collaboratives (MICHC)**

CONTRACTOR SFS PAYEE NAME: **Suffolk County of**

CONTRACT PERIOD: From: **October 1, 2013**
To: **September 30, 2018**

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The overall goal of the Maternal and Infant Health Initiative and the Maternal and Infant Community Health Collaborative is to improve maternal and infant health outcomes for Medicaid-eligible high-need, low-income women and their families while reducing persistent racial, ethnic, and economic disparities in those outcomes.

The improvement plan describes the specific strategies that MICHC grantees, in collaboration with local partners, will carry out to address the needs and priorities identified through the community assessment, within the MICHC performance management framework. For each defined Performance Standard, describe specific improvement strategies that:

- Are directly responsive to the needs and strengths identified in your community assessment;
- Address relevant factors across the life course;
- Address relevant factors at multiple social ecologic levels;
- Target one or more clearly-defined target groups or organizations;
- Build on the strengths, resources and assets of the target community, the lead applicant organization and its collaborative partners; and
- Are based on established or emerging evidence base or other well-defined and relevant empirical and/or theoretical framework(s).

For each of the four performance standards (objectives) and for each life course stage (preconception, prenatal/postpartum and interconception), propose at least one specific strategy to address factors at each ecological level (1. community and/or organizational level and 2. Individual/family level).

Improvement strategies will include Offering and Arranging activities to increase awareness, accessibility and utilization of family planning services among Medicaid-eligible preconception and interconception women. Offering and Arranging activities may be incorporated in community, organizational and/or individual/family level strategies.

An updated improvement plan is an annual grant deliverable and should reflect collaboration with multiple and diverse community partners, including Maternal Infant Health Component B (MIECHV) grantees.

ATTACHMENT C – WORK PLAN DETAIL

OBJECTIVE	BUDGET CATEGORY / DELIVERABLE (If applicable)	TASKS	PERFORMANCE MEASURES
1: **High-need women and infants are enrolled in health insurance.**	n/a	a. Implement an Organizational and/or Community Level strategy(ies) to enroll high-need women in health insurance during the **preconception** period. b. Implement Individual/Family level strategy(ies) to enroll high-need women and infants in health insurance during the **preconception** period.	i. High-need women are enrolled in health insurance during the preconception period.
		c. Implement an Organizational and/or Community Level strategy(ies) to enroll high-need women and infants in health insurance during the **prenatal/postpartum** period. d. Implement Individual/Family Level strategy(ies) to enroll high-need women and infants in health insurance during the **prenatal/postpartum** period.	i. High-need women and infants are enrolled in health insurance during the prenatal/postpartum period.
		e. Implement an Organizational and/or Community Level strategy(ies) to enroll high-need women and infants in health insurance during the **interconception** period. f. Implement Individual/Family Level strategy(ies) to enroll high-need women and infants in health insurance during the **interconception** period.	i. High-need women and infants are enrolled in health insurance during the interconception period.

ATTACHMENT C – WORK PLAN *DETAIL*

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2: **High-need women and infants are engaged in health care and other supportive services appropriate to their needs.**	n/a	a. Implement an Organizational and/or Community Level strategy(ies) to engage high-need women in health care and other supportive services as appropriate in the **preconception** period. b. Implement Individual/Family Level strategy(ies) to engage high-need women in health care and other supportive services as appropriate in the **preconception** period	i. High-need women are engaged in health care and other supportive services during the preconception period.
		c. Implement an Organizational and/or Community Level strategy(ies) to engage high-need women and infants in health care and other supportive services as appropriate in the **prental/postpartum** period d. Implement Indivdual/Family Level strategy(ies) to engage high-need women and infants in health care and other supportive services as appropriate in the **prental/postpartum** period.	i. High-need women and infants are engaged in health care and other supportive services during the prenatal/postpartum period.
		e. Implement an Organizational and/or Community Level strategy(ies) to engage high-need women and infants in health care and other supportive services as appropriate in the **interconception** period. f. Implement Individual/Family Level strategy(ies) to engage high-need women and infants in health care and other supportive services as appropriate in the **interconception** period.	i. High-need women and infants are engaged in health care and other supportive services during the interconception period.

ATTACHMENT C – WORK PLAN *DETAIL*

OBJECTIVE	BUDGET CATEGORY DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
3: **The medical, behavioral and psychosocial risk factors of high-need women and infants are identified and addressed through timely and coordinated counseling, management, referral and follow-up.**	n/a	a. Implement an Organizational and/or Community Level strategy(ies) to identify and address medical, behavioral and psychosocial risk factors of high-need women through timely and coordinated counseling, management, referral and follow up in the **preconception** period. b. Implement Individual/Family Level strategy(ies) to identify and address medical, behavioral and psychosocial risk factors of high-need women through timely and coordinated counseling, management, referral and follow up in the **preconception** period.	i. The medical, behavioral and psychosocial risk factors of high-need women are addressed through timely and coordinated counseling, management, referral and follow-up during the preconception period.
		c. Implement an Organizational and/or Community Level strategy(ies) to identify and address medical, behavioral and psychosocial risk factors of high-need women through timely and coordinated counseling, management, referral and follow up in the **prenatal/postpartum** period. d. Implement Individual/Family Level strategy(ies) to identify and address medical, behavioral and psychosocial risk factors of high-need women through timely and coordinated counseling, management, referral and follow up in the **prenatal/postpartum** period.	i. The medical, behavioral and psychosocial risk factors of high-need women and infants are addressed through timely and coordinated counseling, management, referral and follow-up during the prenatal/postpartum period.
		e. Implement an Organizational and/or Community Level strategy(ies) to identify	i. The medical, behavioral and psychosocial risk factors of high-need women and infants

		and address medical, behavioral and psychosocial risk factors of high-need women through timely and coordinated counseling, management, referral and follow up in the **interconception** period. f. Implement Individual/Family Level strategy(ies) to identify and address medical, behavioral and psychosocial risk factors of high-need women through timely and coordinated counseling, management, referral and follow up in the **interconception** period.	are addressed through timely and coordinated counseling, management, referral and follow-up during the interconception period.

ATTACHMENT C – WORK PLAN
DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
4: Within the community there are supports and opportunities in place that help high-need women to be engaged in and maintain healthy behaviors and reduce or eliminate risky behaviors.		a. Implement Organizational and/or Community Level strategy(ies) that promote community supports and opportunities to help high-need women be engaged in and maintain healthy behaviors and reduce or eliminate risky behaviors in the **preconception** period. b. Implement Individual/Family Level strategy(ies) that promote community supports and opportunities to help high-need women be engaged in and maintain healthy behaviors and reduce or eliminate risky behaviors in the **preconception** period	i. Community supports and opportunities to engage in and maintain healthy behaviors are promoted to high-need women during the preconception period.
		c. Implement Organizational and/or Community Level strategy(ies) that promote community supports and opportunities to help high-need women be engaged in and maintain healthy behaviors and reduce or eliminate risky behaviors in the **prenatal/postpartum** period.	i. Community supports and opportunities to engage in and maintain healthy behaviors are promoted to high-need women and infants during the prenatal/postpartum period.
		d. Implement Individual/Family Level strategy(ies) that promote community supports and opportunities to help high-need women be engaged in and maintain healthy behaviors and reduce or eliminate risky behaviors in the **prenatal/postpartum** period	

		e. Implement Organizational and/or Community Level strategy(ies) that promote community supports and opportunities to help high-need women be engaged in and maintain healthy behaviors and reduce or eliminate risky behaviors in the **interconception** period. f. Implement Individual/Family Level strategy(ies) that promote community supports and opportunities to help high-need women be engaged in and maintain healthy behaviors and reduce or eliminate risky behaviors in the **interconception** period.	i. Community supports and opportunities to engage in and maintain healthy behaviors are promoted to high-need women and infants during the interconception period.

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of 0 percent (0 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. Recoupment of any advance payment(s) shall be recovered by crediting (0 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☑ Quarterly Reimbursement
Due date 30 days

☐ Monthly Reimbursement
Due date _____

☐ Biannual Reimbursement
Due date _____

☐ Fee for Service Reimbursement
Due date _____

☐ Rate Based Reimbursement
Due date _____

☐ Fifth Quarter Reimbursement
Due date _____

☐ Milestone/Performance Reimbursement
Due date/Frequency _____

☐ Scheduled Reimbursement
Due date/Frequency _____

II. REPORTING PROVISIONS

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

☑ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ Statistical/Quantitative Report

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

☑ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☑ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 60 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)[1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

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

B. Progress-Based Reports

1. Progress Reports

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

2. Final Progress Report

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

C. Other Reports

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

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE

1150

Intro. Res. No. -2014 Laid on Table 2/11/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, ADOPTING LOCAL LAW NO. -2014, A LOCAL LAW AMENDING CHAPTER 818 OF THE SUFFOLK COUNTY CODE TO MODIFY THE FEES WHICH MAY BE APPLIED BY THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2014, a proposed local law entitled, " **A LOCAL LAW AMENDING CHAPTER 818 OF THE SUFFOLK COUNTY CODE TO MODIFY THE FEES WHICH MAY BE APPLIED BY THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY**

"; and said local law in final form is the same as when presented and introduced; now, therefore be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK

A LOCAL LAW AMENDING CHAPTER 818 OF THE SUFFOLK COUNTY CODE TO MODIFY THE FEES WHICH MAY BE APPLIED BY THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature finds and determines that Local law No. 38-2013, as amended by Local Law -2013 (Resolution No. 1230-2013), codified a fee structure associated with violations and infractions that come before the Traffic and Parking Violations Agency.

This Legislature further finds that, after assessment of the operations and the functions of the Traffic and Parking Violations Agency and a review of similar operations and related administrative fees in other jurisdictions, the fee schedule relating to administrative matters handled by the Traffic and Parking Violations Agency requires expansion.

Therefore, the purpose of this law is to amend section 818-78 of the Suffolk County Code to apply fees for various administrative matters handled by the Traffic and Parking Violations Agency.

Section 2. Amendments.

Article XI of Chapter 818 of the Suffolk County Code is hereby amended as follows:

Chapter 818
Vehicles and Traffic

****

Article XI
Traffic and Parking Violations Agency Fees

****

§818-78 Fee Schedule

A fee schedule for the Suffolk County Traffic and Parking Violations Agency is hereby established as follows:

****

C. Late Fees for Parking Tickets:	Fines doubled after 30 days; fines tripled after 60 days
D. Administrative Fee for Judgments:	$100.00
E. Administrative Fee for Defaults:	$50.00
F. Fee for Failure to Timely Pay Fine:	$50.00
G. Fee for Booting:	$250.00
H. Fee for Towing:	$350.00
I. Fee for Storage	$75.00 per day or any part thereof

Section 3. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not effect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 4. SEQRA Determination.

This Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of 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. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of nonapplicability or non-significance in accordance with this law.

Section 5. Effective Date.

This law shall take effect immediately upon filing in the Office of the Secretary of State.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

[ ] Brackets denote deletions of existing language.
___ Underlining denotes addition of new language

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov

WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: FEBRUARY 6, 2014

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2014

TITLE: I.R. NO. -2014; A LOCAL LAW AMENDING CHAPTER 818 OF THE SUFFOLK COUNTY CODE TO MODIFY THE FEES WHICH MAY BE APPLIED BY THE SUFFOLK COUNTY TRAFFIC AND PARKING VIOLATIONS AGENCY

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/5/2014 **PUBLIC HEARING:** 3/4/2014

DATE ADOPTED/NOT ADOPTED: _____ **CERTIFIED COPY RECEIVED:** _____

This proposed local law would authorize the Traffic and Parking Violations Agency to impose additional fees[1] for traffic and parking violations as follows:

Late Fee for Parking Tickets:	Fines doubled after 30 days; fines tripled after 60 days
Administrative Fee for Judgments:	$100.00
Administrative Fee for Defaults:	$50.00
Fee for Failure to Timely Pay Fine:	$50.00
Fee for Booting:	$250.00
Fee for Towing:	$350.00
Fee for Storage:	$75.00 per day or any part thereof

This law will take effect immediately upon its filing in the Office of the Secretary of State.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-modify-fees-traffic-parking-violations-agency

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[1]Presently the Traffic and Parking Violations Agency is authorized to charge an administrative fee of $30 for red light tickets and $50 for traffic and parking tickets.

1151

Intro. Res. No. -2014 Laid on Table 2/11/14

Introduced by Presiding Officer Gregory

RESOLUTION NO. -2014, APPOINTING MEMBER OF SUFFOLK COUNTY BOARD OF ETHICS (DENNIS O'DOHERTY)

WHEREAS, Local Law No. 56-2011 established a new Suffolk County Board of Ethics to administer and enforce the County's conflict of interest and disclosure rules; and

WHEREAS, pursuant to Local Law No. 56-2011, the Presiding Officer of the County Legislature appoints one (1) member of the Board of Ethics, subject to legislative approval; and

WHEREAS, Thomas A. Isles has resigned as a member of the Suffolk County Board of Ethics, resulting in a vacancy; now, therefore be it

1st **RESOLVED**, that the appointment of Dennis O'Doherty of Sayville, New York, to the Suffolk County Board of Ethics is hereby approved, effective immediately, to fill the unexpired term of office of Thomas Isles, said term to expire March 26, 2016; and be it further

2nd **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 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 on 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:

APPROVED PURSUANT TO SECTION C2-2 SUFFOLK COUNTY CHARTER AND LOCAL LAW 56-2011

S:\res\r-appt-ethics-o'doherty

Dennis O'Doherty

Sayville, NY 11782 •

Experience

1995-present	Business Partner/Owner-Suffolk County News Bldg Inc.	Sayville, NY
1995-present	Independent Financial Consultant	Sayville, NY
1980-present	Board of Trustees, Dowling College	Oakdale, NY
2000-2010	Vice Chairman, Islip Town Planning Board	Islip, NY
1986-1995	Records Management Officer, Suffolk County	Islip, NY
1979-1986	Director, LI Area Development Agency	Suffolk County, NY
1963-1979	Vice President, Chemical Bank	NYC, NY

Civic Experience

1971-1973	Assemblyman, New York State Assembly, 5th District	Albany, NY
1975-1982	Islip Town Planning Board	Islip, NY
1968-1974	Islip Town Board of Appeals	Islip, NY

Education

2010	Honorary Doctorate of Humane Letters, Dowling College	Oakdale, NY
1948-1950	Sampson College	Geneva, NY

Military Experience

1943-1945	WW II - U.S. 3rd Army, European Theater of Operations – Five Bronze Stars

Community/Civic Organizations

Veterans of Foreign Wars, Friends of Connetquot State Park, Sayville Historical Society, Long Island Library Resources Council

1152

Intro. Res. No. - 2104 Laid on Table 2/11/14
Introduced by Legislator Kennedy

RESOLUTION NO. -2014, ESTABLISHING A NEW POLICY FOR APPOINTMENTS TO THE BOARD OF THE SUFFOLK COUNTY INDUSTRIAL DEVELOPMENT AGENCY

WHEREAS, the members of the Board of the Suffolk County Industrial Development Agency (IDA) are appointed by this Legislature; and

WHEREAS, Suffolk County IDA recently hired a person residing in Kings County to fill a marketing position; and

WHEREAS, it has been the policy of Suffolk County government to favor the hiring of Suffolk County residents; now, therefore be it

1st **RESOLVED**, that it shall be the policy of this Legislature to require that persons appointed by this Legislature to the Suffolk County Industrial Development Agency agree that they will support the requirement that positions of employment with the IDA be filled by residents of Suffolk County; and be it further

2nd **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) of 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 on 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:

EFFECTIVE PURSUANT TO SECTION 2-15(A) OF THE SUFFOLK COUNTY CHARTER

1153

Intro. Res. No. -2014 Laid on Table 2/11/14

Introduced by Legislator Hahn

RESOLUTION NO. -2014, DIRECTING THE DEPARTMENT OF PUBLIC WORKS TO STUDY THE FEASIBILITY OF USING BEET-BASED BRINES FOR TREATING ROADWAYS DURING WINTER STORMS

WHEREAS, the County of Suffolk is continually striving to improve the maintenance and safety of its roadways; and

WHEREAS, the County must always be prepared to ensure safe road conditions during and after inclement winter weather; and

WHEREAS, sugar beets have proven to be an unlikely but effective source of road maintenance products; and

WHEREAS, the extract of sugar beets is used as a road primer in upstate New York and in Midwestern states prior to inclement weather, as well as a mixture with conventional salt brine to de-ice roads during and after storms; and

WHEREAS, beet brine prevents snow and ice from bonding with the pavement and is environmentally safe; and

WHEREAS, beet brine also reduces the amount of salt needed to treat roads, further stretching taxpayer dollars and the County's salt supply; and

WHEREAS, recent concerns about the County's dwindling salt supply during this year's active winter storm season make consideration of beet brine based road treatments timely; and

WHEREAS, the Department of Public Works should study the feasibility and costs associated with using beet brine to treat County roadways during inclement weather; now, therefore be it

1st **RESOLVED**, that the Department of Public Works is hereby authorized, empowered and directed to study the feasibility of using beet brine on County roads prior to and after winter storms; and be it further

2nd **RESOLVED**, that the study shall include, but will not be limited to, an estimate of the costs associated with using beet brine on County roadways, the availability of sufficient supply and the impacts associated with changing treatments; and be it further

3rd **RESOLVED**, that the Department of Public Works will report their findings and recommendations to the County Executive and the County Legislature, within 90 days of the effective date of this resolution; and be it further

4th **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 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 on 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:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

s:\res\r-feasibility-study-beet-based-brines

1154

Intro. Res. No. -2014 Laid on Table 2/11/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014 AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE NORTHPORT VILLAGE COMMUNITY SUSTAINABLE FISHERIES INITIATIVE (7180.)

WHEREAS, there are sufficient funds within the reserved fund balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Protection and Restoration Program Review Committee at the September 25, 2012 meeting, pursuant to Article XII of the SUFFOLK COUNTY CHARTER, has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Initiative funds; and

WHEREAS, the Office of Suffolk County Legislator William Spencer has requested funding for a project that will enable the Village of Northport to use the culturing of ribbed mussels for biofiltration purposes and as a biomediator to reduce nitrogen and other nutrients within Northport Harbor and Huntington Harbor; and

WHEREAS, this project will entail the reuse of abandoned lobster traps, recovered from the Long Island Sound and those traps purchased from lobstermen through Cornell Cooperative Extension of Suffolk County's buy-back program, which will then be modified and repurposed to culture ribbed mussels (*Geukensia demissa*) in Northport Harbor and Huntington Harbor; and

WHEREAS, the Village of Northport has committed by Village Resolution No. 2013-115 adopted at the Board of Trustees of the Village of Northport meeting on October 1, 2013, assumed lead agency status under SEQR; and

WHEREAS, the Village of Northport has committed by Village Resolution No. 2013-116 adopted at the Board of Trustees of the Village of Northport meeting on October 1, 2013, to accept the grant from the County of Suffolk for Community Sustainable Fisheries Initiative and to enter into an inter-municipal agreement with the County of Suffolk for this project; and

WHEREAS, the Village of Northport has committed by Village Resolution No. 2013-127 adopted at the Board of Trustees of the Village of Northport meeting on November 6, 2013 to provide matching project funds, in the form of in-kind contributions to the project, in the amount of at least 50% of the cost of the project; and

WHEREAS the project be initiated within three years of the date of adoption of this resolution; and

WHEREAS, funding is requested for this project through the Suffolk County Water Quality Protection and Restoration Program; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2014 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are available Fund 477 funds within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2014 Capital Budget and Program; now, therefore be it

1st RESOLVED, that the Village of Northport, having conducted a review and being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines, in Village Resolution No. 2013-127, adopted on November 6, 2013, that this proposed action constitutes a Type 1 action for which a Negative Declaration was issued, in accordance with the provisions of 6 NYCRR §617.7. Therefore the SEQRA review is complete and no further action needs to be taken by Suffolk County; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of sixty-one (61) is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of said transfer; and be it further

4th RESOLVED, that the Adopted 2014 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

Agency	Fund	Organization	Object	Description	Amount
IFT	477	E525	9600	Transfer to Capital Fund	$147,900

and be it further

5th RESOLVED, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

Agency	Fund	Rev Source	Organization	Description	Amount
IFT	525	R477	E525	Transfer from Water Quality Protection	$147,900
(Ref. 525 -CAP-IFTR-R477)					

and be it further

6th RESOLVED, that the 2014 Capital Budget and Program be and are hereby amended as follows:

Project No.: 7180
Project Title: Community Sustainable Fisheries Initiative

	Total Est. Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
3. Construction	$147,900	$0	$147,900
TOTAL	$147,900	$0	$147,900

and be it further

7th RESOLVED, that the interfund revenues in the amount of $147,900 be and hereby is appropriated as follows:

Project Number	JC	Project Title	Amount
525-CAP-7180.3xx	50	Community Sustainable Fisheries Initiative	$147,900

and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project; and be it further

9th RESOLVED, that the County Executive is hereby authorized to execute an intermunicipal agreement with the Village of Northport under Section 119-0 of the NEW YORK GENERAL MUNICIPAL LAW which shall include, but not be limited to, a provision authorizing the Village of Northport to conduct the Community Sustainable Fisheries Initiative.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

1154

RESOLUTION 2013 –115 AUTHORIZING THE VILLAGE TO ASSUME LEAD AGENCY STATUS FOR THE PURPOSE OF CONDUCTING A COORDINATED REVIEW PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) PRIOR TO AUTHORIZING THE VILLAGE TO ACT AS PROJECT SPONSOR FOR THE COMMUNITY SUSTAINABLE FISHERIES INITIATIVE IN COOPERATION WITH CORNELL COOPERATIVE EXTENSION OF SUFFOLK COUNTY FOR THE PURPOSE OF REDUCING THE NITROGEN AND NUTRIENT LEVELS IN NORTHPORT HARBOR THROUGH THE SEEDING OF THE HARBOR WITH RIBBED MUSSELS. THE VILLAGE CLERK IS DIRECTED TO FORWARD THE EAF PARTS I AND II TO INTERESTED AGENCIES WITH A COPY OF THE GRANT PROPOSAL FOR THE PROJECT

STATE OF NEW YORK)
ss:
COUNTY OF SUFFOLK)

I, Donna M. Koch, Village Clerk of the Incorporated Village of Northport, New York, do hereby certify that the foregoing is a copy of minutes adopted by the Board of Trustees of the Village of Northport at a regular meeting held on October 1, 2013 with a quorum being present; that I have compared the same with the original thereof as recorded in the minutes of said meeting and the same is a true copy and transcript of such original and the whole thereof.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Village this 2nd day of October, 2013.

Donna M. Koch
Village Clerk

RESOLUTION 2013-116

WHEREAS: the Village of Northport submitted an application to the Suffolk County Department of Economic Development and Planning for Northport Community Sustainable Fisheries Initiative Project, Village of Northport, New York under the Suffolk County Water Quality Protection and Restoration Program (WQPRP), and

WHEREAS: the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Review Committee approved the Village of Northport's application for $ 147,900.00 for the Northport Community Sustainable Fisheries Initiative Project, and

WHEREAS: the Village of Northport is assuming the position of lead agency barring any negative comments or concerns from interested parties, and

WHEREAS: the Cornell Co-operative Extension of Suffolk County will work in conjunction with the Village of Northport, using their expertise and resources to establish a precedent – setting partnership, and

WHEREAS: the purposed project will have a significant beneficial water quality impact to the environment by reducing the nitrogen and other nutrients within Northport Harbor. Ribbed mussels have been known to have the ability to exploit a wide variety of food sources such as small size bacteria and phytoplankton, so now be it resolved:

That the Village Board of the Village of Northport hereby authorizes the Mayor to enter into a inter-municipal agreement with the County of Suffolk in order for the Village of Northport to serve as the funding conduit for grant funding awarded through the Suffolk County Division of Water Quality Improvement's Water Quality Protection and Restoration Program and Land Stewardship initiative for Northport Community Sustainable Fisheries Initiative Project.

STATE OF NEW YORK)
ss:
COUNTY OF SUFFOLK)

I, Donna M. Koch, Village Clerk of the Incorporated Village of Northport, New York, do hereby certify that the foregoing is a copy of minutes adopted by the Board of Trustees of the Village of Northport at a regular meeting held on October 1, 2013 with a quorum being present; that I have compared the same with the original thereof as recorded in the minutes of said meeting and the same is a true copy and transcript of such original and the whole thereof.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Village this 2nd day of October, 2013.

Donna M. Koch
Village Clerk

On the motion of Trustee McMullen and seconded by Trustee Maline the following resolution was unanimously approved.

RESOLUTION 2013- 127 Issuing a Negative Declaration pursuant to SEQRA and authorizing the Village's participation in the Northport Community Sustainable Fisheries Initiative Project, financed by a grant from the Suffolk County Department of Economic Development and Planning in the amount of $147,900.00 with matching in-kind contributions from the Village, Cornell Cooperative Extension and the Long Island Sound Lobstermen's Association

WHEREAS: the Village of Northport submitted an application to the Suffolk County Department of Economic Development and Planning for Northport Community Sustainable Fisheries Initiative Project, Village of Northport, New York under the Suffolk County Water Quality Protection and Restoration Program (WQPRP), and

WHEREAS: the Suffolk County Water Quality Protection and Restoration Program and Land Stewardship Review Committee approved the Village of Northport's application for $147,900.00 for the Northport Community Sustainable Fisheries Initiative Project, and

WHEREAS: the Cornell Co-operative Extension of Suffolk County will work in conjunction with the Long Island Sound Lobstermen's Association and the Village of Northport, combining their expertise and resources to implement this project; and

WHEREAS: the proposed project will have a significant beneficial water quality impact to the environment by reducing the nitrogen and other nutrients within Northport Harbor through the use of ribbed mussels, which have the ability to exploit a wide variety of food sources such as small size bacteria and phytoplankton, resulting in a reduction of nitrogen;

WHEREAS: the Village of Northport as the lead agency pursuant to SEQRA, declares that this is an unlisted action, adopts EAF Parts I and II and finds that a Part III is not necessary and hereby issues a negative declaration pursuant to SEQRA;

NOW, THEREFORE, BE IT

RESOLVED, that the Board of Trustees of the Village of Northport hereby authorizes the Mayor to execute an inter-municipal agreement with the County of Suffolk whereby the Village of Northport will receive and disburse the grant awarded through the Suffolk County Division of Water Quality Improvement's Water Quality Protection and Restoration Program and Land Stewardship initiative for Northport Community Sustainable Fisheries Initiative Project and will coordinate in-kind matching contributions.

STATE OF NEW YORK)
ss:
COUNTY OF SUFFOLK)

I, Donna M. Koch, Village Clerk of the Incorporated Village of Northport, New York, do hereby certify that the foregoing is a copy of minutes adopted by the Board of Trustees of the Village of Northport at a regular meeting held on November 6, 2013 with a quorum being present; that I have compared the same with the original thereof as recorded in the minutes of said meeting and the same is a true copy and transcript of such original and the whole thereof.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of said Village this 25th day of November, 2013.

Donna M. Koch
Village Clerk

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution __X__ Local Law _____ Charter Law _____

3. Title of Proposed Legislation:

AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE NORTHPORT VILLAGE COMMUNITY SUSTAINABLE FISHERIES INITIATIVE

4. Will the Proposed Legislation Have a Fiscal Impact? **YES** ___ **NO** __X__

5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)

County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	

6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact:

N/A

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.

N/A

8. Proposed Source of Funding

This resolution transfers funds from 477 Fund – Water Quality Protection and Restoration Program to Fund 525-Capital Fund and appropriates these funds in Capital Project 7180

9. Timing of Impact

N/A

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*12. Date*
Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning		1/24/2014

SCIN FORM 175b (10/95)

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

Title of Resolution:
AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION THE NORTHPORT VILLAGE COMMUNITY SUSTAINABLE FISHERIES INITIATIVE (CP)

PURPOSE OR GENERAL IDEA OF BILL:
To transfer funds from Water Quality Fund 477 to a Capital Projects budget line for use by the Suffolk County Departments of Economic Development and Planning to enter into a cooperative agreement with the Village of Northport, to implement the Community Sustainable Fisheries Initiative.

SUMMARY OF SPECIFIC PROVISIONS:
This project will enable the Village of Northport to reuse abandoned lobster traps, recovered from the Long Island Sound and those traps purchased from lobstermen through Cornell Cooperative Extension of Suffolk County's buy-back program. The traps will be modified and repurposed to culture ribbed mussels (Geukensia demissa) for biofiltration purposes and as a biomediator to reduce nitrogen and other nutrients within Northport Harbor and Huntington Harbor. Village of Northport is providing a match of 50% of the project's funding, in the form of in-kind contributions to the project.

JUSTIFICATION:
The funding for this pollution prevention project was recommended at the September 25, 2012 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. Reducing the level of nitrogen and other nutrients in these harbors is necessary to protect Suffolk County's surface waters. This project would provide an opportunity for the Village use these methods locally and will assist in determining their feasibility for use in other areas of Suffolk County.

FISCAL IMPLICATIONS
There is no fiscal impact to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality protection projects.

CAPITAL PROJECT RANKING FORM

Village of Northport

CAPITAL PROJECT RANKING FORM	Response	Score	Category
Cumulative Ranking (maximum score=100 points)		60.6	
1. Does this project meet the minimum 5-25-5 criteria for inclusion in the capital program pursuant to Local Law 23 of 1994? Enter "Y" or "N".	y	5.6	Planning
2. ENTER "Y" if this is either a non-recurring project or a recurring project that is financed with "G" money or ENTER "N" if this is a recurring project financed through the capital program with a source of funds other than "G" money.	y	5.6	Planning
3. Is implementation of the project mandated by federal, state or local law? ENTER "0" if not mandated, ENTER "1" (yes-long term) if mandated, but more than 3-years (beyond the current capital program) are needed to meet the mandate, or ENTER "2" if mandate must be met within the current 3-year capital program.	0	0.0	Planning
4. What percent of the project is funded by state or federal aid, or other nonproperty tax revenue (department income, tuition at the college, interfund transfers from Fund 404 for sewers, etc.)? ENTER the percent from 0 to 100.	100	11.1	Fiscal
5. What is the non-debt service net operating budget impact? ENTER "1" for an increase in net operating expenses (net of debt service on borrowing for this capital project and net of state & federal aid and other nonproperty tax revenue); ENTER "2" for no impact; ENTER "3" for a decrease in net operating expenses within 10 years; ENTER "4" for a decrease in net operating expenses within 5 years.	2	5.6	Fiscal
6. What affect will this project have on the local economy with respect to expansion of the tax base and/or job creation? ENTER "1" = negative economic impact; ENTER "2" = no effect; ENTER "3" = positive economic impact.	3	11.1	Economic
7. Which level of service best describes this project? ENTER "1" = will expand the level of services, provide new services, or provide service level quality enhancements; ENTER "2" = needed to maintain existing levels; or ENTER "3" = replaces, rehabilitates or repairs a deteriorating or obsolete facility (i.e., Yaphank Jail)	3	5.6	Service
8. Does this project (1) correct a critical health or safety hazard, (2) prevents a critical breakdown in county facilities (i.e. asbestos removal or road improvements at high accident locations) or (3) promotes public safety or public health, providing critical services to county residients? Enter "Y" or "N".	n	0.0	Service
9. What impact does the project have on the environment? ENTER "1" a for negative impact, ENTER "2" for no impact or ENTER "3" for a positive impact.	3	11.1	Service
10. What percent of the County's population will potentially be served? ENTER "1" if potential use is less than or equal to 25% of the county's population, ENTER "2" if potential use is less than or equal to 50%, ENTER "3" if potential use is less than or equal to 75%, ENTER "4" if potential use exceeds 75%.	1	1.4	Service
11. How would you (the analyst) rate the need for this project? ENTER "1" = Not necessary; ENTER "2" = Moderate priority; ENTER "3" = High priority; ENTER "4" = Critical.	3	3.7	All Categories

COUNTY OF SUFFOLK

STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT
AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

January 21, 2014

Mr. Jon Schneider
Deputy County Executive
H Lee Dennison Bldg. 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH THE NORTHPORT VILLAGE COMMUNITY SUSTAINABLE FISHERIES INITIATIVE

There are sufficient funds included in the 2014 Operating Budget Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its September 25, 2012 meeting, approved the "Community Sustainable Fisheries Initiative", submitted by Suffolk County Legislator William Spencer's Office, as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of $147,900.

After your examination please place this on the Legislative Agenda. If you have any questions or concerns please feel free to contact me.

Sincerely,

Joanne Minieri
Deputy County Executive and Commissioner

JM:ej
Enc.

cc: Dennis Cohen, Acting Chief Deputy County Executive
Tom Vaughn, County Executive Assistant
Connie Corso, Budget Director

LOCATION
H. LEE DENNISON BLDG. – 11th FLOOR ◆
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100
HAUPPAUGE, NY 11788-0099

◆ PHONE (631) 853-4800
FAX (631) 853-4767

1156

Intro. Res. No. ____-2014 Laid on Table 2/11/14

Introduced by the Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, TO REAPPOINT MEMBER OF SUFFOLK COUNTY BOARD OF ETHICS (RICHARD F. HALVERSON)

WHEREAS, Local Law 56-2011, codified in Article XXX of the Suffolk Charter, established the Suffolk County Board of Ethics to administer and enforce the County's conflict of interest and disclosure rules; and

WHEREAS, pursuant to section C30-2(A) of the Charter, the County Executive appoints two (2) members of the Board of Ethics; and

WHEREAS, pursuant to Resolution No. 211-2012, Richard F. Halverson was appointed as a member of the Board of Ethics as the County Executive's appointment, however said resolution mistakenly stated that the appointment was for three (3) years, instead of two (2) years as authorized by section C30-2(C) of the Charter, and his term of office will expire on April 6, 2014; now, therefore be it

1st **RESOLVED**, that, Richard F. Halverson currently residing in Hampton Bays, New York is hereby reappointed to the Suffolk County Board of Ethics as the County Executive's appointment, for a term of office to expire four (4) years from the effective date of this resolution; and be it further

2nd **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/or (27) of 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 on 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:

APPROVED BY:

_____

Steven Bellone
County Executive of Suffolk County

1156

RICHARD F. HALVERSON

Hampton Bays, NY 11946
631-
917-

Professional Experience:

Assistant Deputy Director of the New York City Financial Control Board,
the state agency responsible for overseeing the City's budget during the fiscal crises, 1976-1977
Assistant to Mayor Edward I. Koch during his first year in office, 1978.
Deputy Chancellor of the New York City Board of Education, responsible for the budgeting and financial operations of the City's public school system, 1978-1983.
Acting Chancellor of the New York City Public Schools during the search for a new permanent Chancellor, 1983.
President of Field Management Associates, a consulting group working with corporations and not-for profit organizations in New York City, 1984-1986.
President of Historic Hudson Valley, a preservationist group sponsored by members of the Rockefeller family, 1986-1988.
Independent consultant to corporations and not-for-profit organizations in New York City, 1988-1991.
Deputy Comptroller of the City of New York, serving at various times in three different capacities: Deputy Comptroller for Budget, Deputy Comptroller for Finance, and Deputy Comptroller for Pensions, 1991-1999.
Executive Vice President of St. Francis College, Brooklyn, New York, 1999-2007.

Teaching Experience:
Instructor in Political Science, Bloomfield College, Bloomfield, New Jersey, 1966-1969.
Assistant Professor of Public Administration, University of Dayton, Dayton, Ohio, 1972-1976.

Civic Activities Since Retirement in 2007:
Member of the Budget and Finance Committee of the Town of Southampton.
Member of the executive committee of Neighbors in Support of Immigrants, an advocacy group on the East End of Long Island.

Education:
BS in History, University of Wisconsin, Madison, Wisconsin
MS in Public Law and Government, Columbia University, New York, New York
PhD in Politics and Education, Columbia University, New York, New York

Date of Birth: March 22 1942

1157

Intro. Res. No. ____-2014 Laid on Table 2/11/14
Introduced by the Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, TO REAPPOINT MEMBER OF SUFFOLK COUNTY BOARD OF ETHICS (ROBIN L. LONG)

WHEREAS, Local Law 56-2011, codified in Article XXX of the Suffolk Charter, established the Suffolk County Board of Ethics to administer and enforce the County's conflict of interest and disclosure rules; and

WHEREAS, pursuant to section C30-2(A) of the Charter, the County Executive appoints two (2) members of the Board of Ethics; and

WHEREAS, pursuant to Resolution No. 558-2012, Robin L. Long was appointed as a member of the Board of Ethics as the County Executive's appointment, and her term of office will expire on June 26, 2014; now, therefore be it

1st **RESOLVED**, that, Robin L. Long currently residing in Hampton Bays, New York is hereby reappointed to the Suffolk County Board of Ethics as the County Executive's appointment, for a term of office to expire four (4) years from the effective date of this resolution; and be it further

2nd **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/or (27) of 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 on 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:

APPROVED BY:

_____
Steven Bellone
County Executive of Suffolk County

Date:

1157

ROBIN L. LONG, ESQ.

Hampton Bays, New York 11946

Legal Experience:

Robin L. Long, Esq., Attorney at Law (Sole practitioner) ***1981 - Present***

As a sole practitioner, responsible for business development, supervising of staff and financial management.

Practice Areas:

Real Estate Law: Representation of purchasers and sellers in the sale and/or acquisition of residential and commercial real estate. Working closely with mortgage companies, banks and title companies. Representation of major banks and mortgage brokers in the closing of mortgage transactions.

Speaker to community associations, professional real estate brokerages and not for profit organizations on housing and related banking issues. Extensive pro bono counseling of distressed homeowners in home retention and foreclosure alternatives.

Legal Aid Society of Suffolk County: Family Court Bureau **1980 - 1981**

Practice Area: Staff attorney handling settlement or trial of all areas of Family law including child support, neglect, abuse and custody.

Government Experience:

New York City Mayor's Community Liaison Office **1976 – 1980**

As Coordinator for Queens County, duties to the Mayor included the scheduling and organizing of and briefing for Town Hall meetings and walking tours. Responsible to know and understand the inner workings of all City agencies. As liaison between community organizations and city agencies, responsible for resolving issues of service distribution and negotiating community disputes.

New York City Mayor's Office of Intergovernmental Relations **1974 – 1976**

As assistant to the Mayor's representative to Albany, travelled to Albany when the Legislature was in session and was responsible for resolving city agency services issues for legislators.

New York City Mayor's Office of Neighborhood Government **1973 - 1974**

Representative to a community board in Queens County. Responsible for resolving issues of service distribution and negotiating community disputes.

Education:
St. John's University School of Law
Jamaica, New York
Juris Doctor, June 1980

York College of the City University
Jamaica, New York
Bachelor of Arts, January 1974

Admissions:
New York State
United States Federal Court for the Eastern District

Associations:
- Suffolk County Bar Association: Sitting member of the Real Property Law committee.
- New York State and Suffolk County Chapter Woman's Bar Association

Community Involvement:
- Member of the Town of Southampton Housing Authority
- Member of the Parrish Museum Business Council Steering Committee, Southampton
- Board of Directors of the Friends of the 106th Rescue Wing, Gabreski Airport, Westhampton
- Board of Directors of Maccabia USA

1158

Intro. Res. No. -2014 Laid on Table 2/11/14
Introduced by Legislator Browning

RESOLUTION NO. -2014, AUTHORIZING USE OF SMITH POINT PARK PROPERTY BY GETCO COMPANY, BETWEEN THE PORTS AND EVENT POWER, LONG ISLAND, FOR A TRIATHLON

WHEREAS, the Getco Company, between the Ports and Event Power ("Organizations") would like to use Smith Point Park for the purpose of a Triathlon to benefit various charitable organizations in Suffolk County; and

WHEREAS, the Triathlon will be held on Sunday, June 1, 2014 between the hours of 6:00 a.m. and 1:00 p.m.; and

WHEREAS, the County of Suffolk shall receive consideration in the total amount of Four Hundred Dollars ($400.00), payment of which shall be guaranteed by the Organizations; and

WHEREAS, a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured will be provided by Event Power; now, therefore be it

1st **RESOLVED**, that the use of County-owned property, Smith Point Park in Shirley, by Getco Company, Between the Ports and Event Power, in consideration of the payment of Four Hundred Dollars ($400.00), for the purpose of holding a Triathlon on Sunday, June 1, 2014, between the hours of 6:00 a.m. and 1:00 p.m. is hereby approved pursuant to Section 215(1) of the NEW YORK COUNTY LAW, subject to the receipt of a Certificate of Insurance and accompanying declaration page naming Suffolk County as an additional insured by the County of Suffolk from Event Power and subject to such additional terms and conditions as may be required by the Risk Management and Benefits Division in the County Department of Law; and be it further

2nd **RESOLVED**, that before this event shall be permitted to occur, the organizations must apply for and obtain a permit from the Commissioner of the Department of Parks, Recreation, and Conservation as required by Section 643-7 of the Suffolk County Code; and be it further

3rd **RESOLVED**, that the Commissioner of the County Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed, pursuant to Section 28-4(A) of the SUFFOLK COUNTY CHARTER, and the County Department of Public Works is hereby authorized, empowered and directed, under Section 8-2(W) of the SUFFOLK COUNTY CHARTER, to take such measures, either alone or in conjunction with each other, as shall be necessary and appropriate to facilitate the hosting of the fund drive for the benefit of various charitable purposes; and be it further

4th **RESOLVED**, that the Organizations shall also provide an entertainment promoter certificate to Suffolk County if it wishes to allow vendors at the event to sell tangible personal property other than food or drink and require these vendors to display such certificate in order to comply with the provisions of the NEW YORK TAX LAW; and be it further

5th **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), New York Environmental Conservation Law, Article 8, hereby finds and determines that this resolution constitutes a Type II action, pursuant to Volume 6 of New York Code of Rules and Regulations ("NYCRR") §617.5(c)(15), (20), and (27), in that the resolution concerns minor temporary uses of land having negligible or no permanent impact on the environment, routine, or continuing agency administration and management, not including new programs or major reordering of priorities, and adoption of a local legislative decision in connection with the same, and, since this is a Type II action, the County Legislature has no further responsibilities under SEQRA.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-smith-point-getco-company-triathlon

1159

Intro Res. No. -2014 Laid on Table 2/11/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, ADOPTING LOCAL LAW NO. -2014, A CHARTER LAW TO IMPLEMENT ONE-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on February 11th, 2014, a proposed Charter law entitled, " **A CHARTER LAW TO IMPLEMENT ONE-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL**," and said local law in final form is the same as when presented and introduced; now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK

A CHARTER LAW TO IMPLEMENT ONE-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL

BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that Local Law 23-1994, "A Charter Law to Establish 5-25-5 Debt Policy," was adopted for the purpose of making the Capital Program and Budget approval and appropriation process more meaningful and more responsive to the needs of the public and to accommodate increased future debt service payments by prohibiting the issuance of debt to pay for the following County operating expenses:

1.) repair and maintenance not significantly extending the useful life of an asset;
2.) dredging projects - $100,000. or less;
3.) road and equipment repairs;
4.) roof replacement;
5.) equipment purchases that may not occur in the same location or department if:
    a.) costs are incurred on annual basis;
    b.) item price is $5,000 or less;
    c.) aggregate cost is less than $25,000.00; and
    d.) useful life is five (5) years or less;
6.) 9 mm guns; and
7.) soft body armor vests.

This Legislature further finds that the County of Suffolk has waived the application of the 5-25-5 during periods of significant economic downturns.

Therefore, the purpose of this law is to waive the application of the 5-25-5 Law for a one-year period of time and to permit traditional normal bonding for items that would

otherwise be required to be paid for under the 5-25-5 law in order to deal with the anticipated budget shortfall.

Section 2. Amendment.

§ C4-19 of the SUFFOLK COUNTY CHARTER is hereby amended to read as follows:

§4-19. Adoption of capital program.

A.) Not less than two weeks after the public hearing required by § C4-18 and not later than the 30th day of June, the County Legislature shall adopt the proposed capital program, with or without amendments.

B.) If the County Legislature does not adopt a capital program on or before the 30th day of June, the proposed capital program shall be deemed adopted as submitted.

1.) Commencing in fiscal year 1996, funding for recurring expenses shall be paid by a transfer from the General Fund rather than through the issuance of debt.

2.) The requirement of subsection (1) of this paragraph shall not apply to recurring expenses incurred, or necessary to be paid, during fiscal years **[**2013**]** 2014.

Section 3. Applicability.

This law shall apply to all actions occurring on or after the effective date of this law only during fiscal year 2014.

Section 4. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 5. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and (27) of 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. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 6. Effective Date.

This law shall not take effect until at least sixty (60) days after its adoption, nor until approved by the affirmative vote of a majority of the qualified electors of the County of Suffolk voting on a proposition for its approval if within sixty (60) days after its adoption there is filed with the Clerk of the County Legislature a petition protesting against this law in conformity with the provisions of Section 34(4) of the NEW YORK MUNICIPAL HOME RULE LAW and upon filing in the office of the Secretary of State.

[ ] Brackets denote deletion of existing language
___ Underlining denotes addition of new language

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1157

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov

WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: FEBRUARY 10, 2014

TO: CLERK OF THE COUNTY LEGISLATURE

RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2014

TITLE: I.R. NO. -2014; A CHARTER LAW TO IMPLEMENT ONE-YEAR ROLLING DEBT POLICY UNDER 5-25-5 LAW TO MITIGATE BUDGETARY SHORTFALL

SPONSOR: PRESIDING OFFICER, ON THE REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 2/10/2014 **PUBLIC HEARING:** 3/4/2014

DATE ADOPTED/NOT ADOPTED: _____ **CERTIFIED COPY RECEIVED:** _____

Enactment of this proposed charter law would suspend the application of the "5-25-5 Law" for the duration of fiscal year 2014. The 5-25-5 law, codified in Section C4-19(B)(1) of the SUFFOLK COUNTY CHARTER, requires that recurring expenses be paid by a transfer from the General Fund rather than through the issuance of debt.

This law would be subject to the 60-day permissive referendum requirement.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\r28\28-suspend-application-5-25-5-law

1160

Intro. Res. No. -2014 Laid on Table 2/11/2014

Introduced by Presiding Officer pursuant to Rule 3F13 of the Suffolk County Legislature

RESOLUTION NO. - 2014, APPROVING CROSS BAY FERRY LICENSE FOR THE FIRE ISLAND FERRIES, INCORPORATED

WHEREAS, Fire Island Ferries Incorporated has applied to the Suffolk County Legislature, by a Petition dated and verified February 7, 2014 pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law and Local Law No. 7 of 1982 of Suffolk County; and

WHEREAS, said Petition was accompanied by the Consents in writing specified by Section 110 and the Navigation Law; and

WHEREAS, Fire Island Ferries Incorporated has heretofore filed with the Clerk of the Suffolk County Legislature its undertaking with a surety all pursuant to Article 8 of the Navigation Law; now, therefore, be it

RESOLVED, that:

1) The Petition of Fire Island Ferries Incorporated dated February 7, 2014 is approved;

2) The undertaking heretofore filed with the Clerk of the Suffolk County Legislature in the sum of $20,000.00 is hereby approved;

3) A ferry license and franchise be and the same hereby is granted to Fire Island Ferries Incorporated of Bay Shore, New York to operate a public ferry service over and upon the waters of the Great South Bay for service as follows:

Between the ferry terminals at Bay Shore and the Fire Island communities of Kismet, Fair Harbor, Dunewood, Atlantique, Seaview and Ocean Bay Park, and the Incorporated Villages of Ocean Beach and Saltaire, both express and local service, with intermittent stops among said communities and Villages, all of which lie within the County of Suffolk.

Commencing on the date of approval hereof up to and including March 15, 2019

4) This ferry license and franchise is granted subject to all existing laws, rules and regulations of all federal, state, county and municipal governments and agencies having jurisdiction thereof;

5) The rates and fares to be charged for transportation pursuant to this license and franchise shall not exceed the rates and fares authorized for the Fire Island Ferries Incorporated from time to time by the Suffolk County Legislature pursuant to Article 8 of the Navigation Law, Section 131-g of the Highway Law and Local Law No. 7 of 1982 of Suffolk County.

6) Said rates, fares and schedules shall be posted at each entrance for the ferry pursuant to Section 113 of the Navigation Law of the State of New York and Section 72 of the Transportation Corporations Law.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

S:\res\r-fire-island-ferries-cross-bay-license

SUFFOLK COUNTY LEGISLATURE

----------x

IN THE MATTER OF THE APPLICATION

OF

FIRE ISLAND FERRIES INCORPORATED

pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law of the State of New York and Local law No. 7 of 1982 of Suffolk County for a license to operate a ferry service for the purpose of transporting freight and passengers for hire over and upon the waters of the Great South Bay, Suffolk County, New York

----------x

PETITION

CROSS BAY LICENSE

TO THE LEGISLATURE OF THE COUNTY OF SUFFOLK

The petition of Fire Island Ferries Incorporated respectfully shows:

1. Your petitioner is a ferry corporation organized under the Transportation Corporations Law of the State of New York with its principle office at 99 Maple Avenue, Bay Shore, New York.

2. Petitioner has been organized for the general purposes of carrying passengers, freight, baggage and all other merchandise and transportable matter for hire over and upon the waters of the Great South Bay between the ferry terminals at Bay Shore and at Fire Island communities of Kismet, Fair Harbor, Dunewood, Atlantique, Seaview and Ocean Bay Park, the Incorporated Villages of Ocean Beach and Saltaire, both express

and local service, with intermittent stops among said communities, all of which lie within the County of Suffolk.

3. Petitioner will provide such service upon a regular schedule substantially similar to the service shown on the ferry schedules annexed hereto as Exhibit "A".

4. The "owners of the land", as such term is used in Section 110 of the Navigation Law of the State of New York, are as follows:

LANDING FACILITY	OWNER
Bay Shore	- Fire Island Terminal, Inc.
Bay Shore	- Incorporated Village of Saltaire
Bay Shore	- Town of Islip
Kismet	- Fire Island Terminal, Inc.
Saltaire	- Incorporated Village of Saltaire
Fair Harbor	- Fire Island Terminal, Inc.
Dunewood	- Dunewood Property Owners Association, Inc.
Atlantique	- Town of Islip
Ocean Beach	- Incorporated Village of Ocean Beach
Seaview	- Fire Island Terminal, Inc.
Ocean Bay Park	- Fire Island Terminal, Inc.

whose consents in writing will be filed with the Clerk of the legislature on or prior to the public hearing hereon.

5. That your Petitioner will file with the Clerk of the Legislature the undertaking required of it by the Suffolk County Legislature pursuant to section 111 of the Navigation Law, which undertaking will be in full force and effect prior to the issuance of the license and franchise.

6. That your Petitioner proposes to charge the passenger fares and freight tariff allowed to the Petitioner by the Legislature from time to time, pursuant to Section 131-g of the Highway Law of the State of New York and Local Law No. 7 of 1982 of Suffolk County. The current rates were previously authorized by the Suffolk County Legislature in Resolution No. 442-2001, a copy of which is annexed hereto as Exhibit "B".

7. The rates for the ferry service and the schedules for both passengers and freight will be posted at each entrance to the ferry as required under Section 113 of the Navigation Law.

8. The vessels intended to be used by your Petitioner in the performance of this License and franchise are set forth as Exhibit "C" annexed hereto.

WHEREFORE, your Petitioner requests that the Legislature of the County of Suffolk approve Petitioner's application, approve the undertaking as aforesaid and grant to your Petitioner a ferry license and franchise for the service requested herein in the usual form commencing on the date of approval and ending March 15, 2019.

DATED: Bay Shore, New York
FEBRUARY 7, 2014

FIRE ISLAND FERRIES, INCORPORATED
99 Maple Avenue
P.O. Box 5311
Bay Shore, New York 11706
(631) 665-5045

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

Timothy E. Mooney, being duly sworn deposes and says:

That he is the president of Fire Island Ferries Incorporated, the Petitioner in the within Petition.

That he has read the foregoing Petition and knows the contents thereof.

That the same is true to his own knowledge, except as to those matters therein stated to be upon information and belief, and as to those matters, he believes them to be true.

Deponent further says that the reason that this verification is made by deponent and not by the Petitioner is because Petitioner is a domestic corporation and deponent is an officer thereof, to wit its President.

Timothy E. Mooney

Sworn to before me this
7 day of February, 2014

Notary Public

DIANNE VILLING
Notary Public, State of New York
No. 01VI5066774
Qualified in Suffolk County
Commission Expires October 7, 2014

Exhibit "C"

M/V Fire Islander	O.N. XXXXX	72 Gross Tons	382 passenger
M/V Fire Island Queen	O.N. 1232409	72 Gross Tons	387 "
M/V Fire Island Belle	O.N. 1219771	72 Gross Tons	398 "
M/V Fire Island Flyer	O.N. 1110461	76 Gross Tons	399 "
M/V Stranger	O.N. 684603	65 Gross Tons	149 "
M/V Traveler	O.N. 583473	59 Gross Tons	300 "
M/V Voyager	O.N. 961188	72 Gross Tons	399 "
M/V Explorer	O.N. 974101	62 Gross Tons	399 "
M/V Vagabond	O.N. 607906	75 Gross Tons	149 + freight
M/V Fire Island Miss	O.N. 583473	59 Gross Tons	300 passenger
M/V Firebird	O.N. 670012	72 Gross Tons	400 "
M/V Fireball	O.N. 634661	56 Gross Tons	300 "
M/V America	O.N. 1125039	95 Gross Tons	149 + freight
M/V Fire Island Trader	O.N. 536322	33 Gross Tons	freight only
M/V Courier	O.N. 1184324	13 Gross Tons	40 passenger
M/V Prowler	O.N. 1212049	11 Gross Tons	33 "
M/V Chariot	O.N. 984931	12 Gross Tons	33 "
M/V Resolute	O.N. 934070	12 Gross Tons	42 "

1161

Intro. Res. No. -2014 Laid on Table 2/11/2014
Introduced by Presiding Officer pursuant to Rule 3F13 of the Suffolk County Legislature

RESOLUTION NO. - 2014, APPROVING LATERAL FERRY LICENSE FOR FIRE ISLAND FERRIES INCORPORATED

WHEREAS, Fire Island Ferries Incorporated has applied to the Suffolk County Legislature, by a Petition dated and February 7, 2014 ,2014, pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law and Local Law No. 7 of 1982 of Suffolk County; and

WHEREAS, said Petition was accompanied by the Consents in writing specified by Section 110 and the Navigation Law; and

WHEREAS, Fire Island Ferries Incorporated has heretofore filed with the Clerk of the Suffolk County Legislature its undertaking with a surety all pursuant to Article 8 of the Navigation Law; now, therefore, be it

RESOLVED, that:

1) The Petition of Fire Island Ferries Incorporated dated February 7, 2014 is approved;

2) The undertaking heretofore filed with the Clerk of the Suffolk County Legislature in the sum of $20,000.00 is hereby approved;

3) A ferry license and franchise be and the same hereby is granted to Fire Island Ferries Incorporated of Bay Shore, New York to operate a public ferry service over and upon the waters of the Great South Bay for service as follows:

Lateral service along the Fire Island Beach among the communities of Fire Island Lighthouse, Kismet, Fair Harbor, Dunewood, Atlantique, Seaview, Ocean Bay Park, Sailor's Haven, Watch Hill Marina and the Incorporated Villages of Ocean Beach and Saltaire, all of which lie within the County of Suffolk.

Commencing on the date of approval hereof up to and including March 15, 2019

4) This ferry license and franchise is granted subject to all existing laws, rules and regulations of all federal, state, county and municipal governments and agencies having jurisdiction thereof;

5) The rates and fares to be charged for transportation pursuant to this license and franchise shall not exceed the rates and fares authorized for the Fire Island Ferries Incorporated from time to time by the Suffolk County Legislature pursuant to Article 8 of the Navigation Law, Section 131-g of the Highway Law and Local Law No. 7 of 1982 of Suffolk County.

6) Said rates, fares and schedules shall be posted at each entrance for the ferry pursuant to Section 113 of the Navigation Law of the State of New York and Section 72 of the Transportation Corporations Law.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

S:\res\r-fire-island-ferries-lateral

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IN THE MATTER OF THE APPLICATION

OF

FIRE ISLAND FERRIES INCORPORATED

pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law of the State of New York and Local law No. 7 of 1982 of Suffolk County for a license to operate a ferry service for the purpose of transporting freight and passengers for hire over and upon the waters of the Great South Bay, Suffolk County, New York

PETITION

LATERAL LICENSE

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TO THE LEGISLATURE OF THE COUNTY OF SUFFOLK

The petition of Fire Island Ferries Incorporated respectfully shows:

1. Your petitioner is a ferry corporation organized under the Transportation Corporations Law of the State of New York with its principle office at 99 Maple Avenue, Bay Shore, New York.

2. Petitioner has been organized for the general purposes of carrying passengers, freight, baggage and all other merchandise and transportable matter for hire over and upon the waters of the Great South Bay, which service includes lateral service along Fire Island Beach among the communities of Fire Island Lighthouse, Kismet, the Incorporated Village of Saltaire, Fair Harbor, Dunewood, Atlantique, the Incorporated Village of

Ocean Beach, Seaview, Ocean Bay Park, Sailor's Haven and Watch Hill Marina, all of which lie within the County of Suffolk.

3. Petitioner has the rights to provide such service upon a regular schedule substantially similar to the service shown on the ferry schedules annexed hereto as Exhibit "A".

4. The "owners of the land", as such term is used in Section 110 of the Navigation Law of the State of New York, are as follows:

LANDING FACILITY	OWNER
Fire Island Lighthouse	- Fire Island National Seashore
Kismet	- Fire Island Terminal, Inc.
Saltaire	- Incorporated Village of Saltaire
Fair Harbor	- Fire Island Terminal, Inc.
Dunewood	- Dunewood Property Owners Association, Inc.
Atlantique	- Town of Islip
Ocean Beach	- Incorporated Village of Ocean Beach
Seaview	- Fire Island Terminal, Inc.
Ocean Bay Park	- Fire Island Terminal, Inc.
Sailor's Haven	- Fire Island National Seashore
Watch Hill	- Fire Island National Seashore

whose consents in writing will be filed with the Clerk of the legislature on or prior to the public hearing hereon.

5. That your Petitioner will file with the Clerk of the Legislature the undertaking required of it by the Suffolk County Legislature pursuant to section 111 of the Navigation Law, which undertaking will be in full force and effect prior to the issuance of the license and franchise.

6. That your Petitioner proposes to charge the passenger fares and freight tariff allowed to the Petitioner by the Legislature from time to time, pursuant to Section 131-g of the Highway Law of the State of New York and Local Law No. 7 of 1982 of Suffolk County. The current rates were previously authorized by the Suffolk County Legislature in Resolution No. 442-2001, a copy of which is annexed hereto as Exhibit "B".

7. The rates for the ferry service and the schedules for both passengers and freight will be posted at each entrance to the ferry as required under Section 113 of the Navigation Law.

8. The vessels intended to be used by your Petitioner in the performance of this License and franchise are set forth as Exhibit "C" annexed hereto.

WHEREFORE, your Petitioner requests that the Legislature of the County of Suffolk approve Petitioner's application, approve the undertaking as aforesaid and grant to your Petitioner a ferry license and franchise for the service requested herein in the usual form commencing on the date of approval and ending March 15, 2019.

DATED: Bay Shore, New York
FEBRUARY 7, 2014

FIRE ISLAND FERRIES, INCORPORATED
99 Maple Avenue
P.O. Box 5311
Bay Shore, New York 11706
(631) 665-5045

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

Timothy E. Mooney, being duly sworn deposes and says:

That he is the president of Fire Island Ferries Incorporated, the Petitioner in the within Petition.

That he has read the foregoing Petition and knows the contents thereof.

That the same is true to his own knowledge, except as to those matters therein stated to be upon information and belief, and as to those matters, he believes them to be true.

Deponent further says that the reason that this verification is made by deponent and not by the Petitioner is because Petitioner is a domestic corporation and deponent is an officer thereof, to wit its President.

Timothy E. Mooney

Sworn to before me this
day of February, 2014

Notary Public

DIANNE VILLING
Notary Public, State of New York
No. 01VI5066774
Qualified in Suffolk County
Commission Expires October 7, 2014

Exhibit "C"

M/V Fire Islander	O.N. XXXXX	72 Gross Tons	382 passenger
M/V Fire Island Queen	O.N. 1232409	72 Gross Tons	387 "
M/V Fire Island Belle	O.N. 1219771	72 Gross Tons	398 "
M/V Fire Island Flyer	O.N. 1110461	76 Gross Tons	399 "
M/V Stranger	O.N. 684603	65 Gross Tons	149 "
M/V Traveler	O.N. 583473	59 Gross Tons	300 "
M/V Voyager	O.N. 961188	72 Gross Tons	399 "
M/V Explorer	O.N. 974101	62 Gross Tons	399 "
M/V Vagabond	O.N. 607906	75 Gross Tons	149 + freight
M/V Fire Island Miss	O.N. 583473	59 Gross Tons	300 passenger
M/V Firebird	O.N. 670012	72 Gross Tons	400 "
M/V Fireball	O.N. 634661	56 Gross Tons	300 "
M/V America	O.N. 1125039	95 Gross Tons	149 + freight
M/V Fire Island Trader	O.N. 536322	33 Gross Tons	freight only
M/V Courier	O.N. 1184324	13 Gross Tons	40 passenger
M/V Prowler	O.N. 1212049	11 Gross Tons	33 "
M/V Chariot	O.N. 984931	12 Gross Tons	33 "
M/V Resolute	O.N. 934070	12 Gross Tons	42 "

Intro. Res. No. 1162 -2014 Laid on Table 2/11/14
Introduced by the Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT WITH THE SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION COVERING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR THE PERIOD JANUARY 1, 2011 THROUGH DECEMBER 31, 2018

WHEREAS, the County Executive, the Director of Labor Relations, and the President of the Suffolk County Superior Officers Association have reached an agreement covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2018, subject to the approval, to the extent necessary, by the Suffolk County Legislature; and

WHEREAS, such agreement has been set down in a stipulation of agreement, a copy of which has been filed with the Clerk of the Suffolk County Legislature; and

WHEREAS, such agreement has been ratified by the Suffolk County Superior Officers Association; now therefore be it

1st **RESOLVED,** that the County Executive, or his designee, be and is hereby authorized to execute an agreement with the Suffolk County Superior Officers Association in accordance with the stipulation of agreement dated February 7, 2014, a copy of which is on file with the Clerk of the Suffolk County Legislature, covering the terms and conditions of employment for the period January 1, 2011 through December 31, 2018; and be it further

2nd **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) and (27) of 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 on 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: , 2014

APPROVED BY:

_____
County Executive of Suffolk County

Date: , 2014

STIPULATION OF AGREEMENT

BETWEEN

THE COUNTY OF SUFFOLK AND

SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION

All provisions of the parties' January 1, 2004 through December 31, 2007 Collective Bargaining Agreement, as amended by an interest arbitration award covering the period January 1, 2008 through December 31, 2010, shall remain unchanged except as specifically modified herein.

1. **Term:** Eight years - 1/1/2011 through 12/31/2018

2. **Wages:** (Section 39(a))

a.

2011 & 2012	2013	2014	2015	2016, 2017 & 2018
0%	0%	1/1-1.5% 6/1 – 1.5% 12/1 – 1.5%	6/1 – 1.5% 12/1 – 1.75%	1/1 – 1.75% 6/1 – 1.75%

b. Effective upon the full ratification and approval of this Agreement, for any SOA unit member hired as a police officer prior to the full ratification of the PBA Contract dated September 6, 2012 and promoted to sergeant after the full ratification and approval of the 2011-2018 Agreement, there shall be an 8 step salary scale with steps beginning at Step 1 immediately upon promotion with a base salary of 2.25 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement. Step 2 for these individuals commences the following January 1st at a base salary of 4.5 percent above the top step PBA base salary as set forth in the

2011-2018 PBA Collective Bargaining Agreement; Step 3 commences the following January 1st at a base salary of 6.75 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 4 commences the following January 1st at a base salary of 9 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 5 commences the following January 1st at a base salary of 11.25 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 6 commences the following January 1st at a base salary of 13.5 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 7 commences the following January 1st at a base salary of 15.75 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement and Step 8 commences the following January 1st at a base salary of 17.97 percent above the top step PBA base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement. If a sergeant is promoted from the rank of detective, the sergeant shall be placed in the step providing the base salary directly above his/her base salary as a detective and receive subsequent step increases in accordance with the provisions set forth above.

c. Effective upon the full ratification and approval of this Agreement, for any SOA unit member hired as a police officer after September 6, 2012 and who is subsequently promoted to sergeant, there shall be a 10 step salary scale with Step 1 commencing upon promotion at a base salary of 1.8 percent above the former PBA unit member's existing step base salary as set forth in the 2011-2018 PBA Collective Bargaining Agreement, Step 2 commencing the following January 1st at a base salary of 3.6 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 3 commencing the following January 1st at a base salary 5.4 percent above what he/she would have

been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 4 commencing the following January 1st at a base salary 7.2 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 5 commencing the following January 1st at a base salary of 9 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 6 commencing the following January 1st at a base salary 10.8 percent above what he/she would have been earning as a base salary had he/she remained as a unit PBA member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 7 commencing the following January 1st at a base salary 12.6 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 8 commencing the following January 1st at a base salary 14.4 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement; Step 9 commencing the following January 1st at a base salary 16.2 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement and Step 10 commencing the following January 1st at a base salary 17.97 percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement. If a sergeant is promoted from the rank of detective, the sergeant shall move to the identical numerical step he/she had attained as a detective at a base salary at the appropriate percent above what he/she would have been earning as a base salary had he/she remained as a PBA unit member as set forth in the 2011-2018 PBA Collective Bargaining Agreement and receive increases in accordance with the provisions set forth above.

d. Effective upon the full ratification and approval of the 2011-2018 Agreement, for any SOA unit member hired as a police officer prior to the full ratification of the PBA Contract dated September 6, 2012 and promoted to sergeant after the full ratification and approval of the 2011-2018 Agreement and who is subsequently promoted from the following ranks to the following ranks, the SOA unit member shall receive the following increase in base salary:

Sergeant to Detective Sergeant	5% above Step 8 base salary as set forth in Section 2(b)
Sergeant to Lieutenant	11.32% above Step 8 base salary as set forth in Section 2(b)
Lieutenant to Detective Lieutenant	5%
Lieutenant to Captain	7.54%
Captain to Detective Captain	5%
Captain to Deputy Inspector	5.53%
Deputy Inspector to Inspector	5.81%
Inspector to Deputy Chief	3.43%
Deputy Chief to Assistant Chief	3.32%
Assistant Chief to Chief	2.77%
Chief to Chief of Department	2.70%

e. Effective upon the full ratification and approval of the 2011-2018 Agreement, for any SOA unit member hired as a police officer after September 6, 2012 and who is subsequently promoted from the following ranks to the following ranks, the SOA unit member shall receive the following increase in base salary:

Sergeant to Detective Sergeant	5% above Step 10 base salary as set forth in Section 2(c)

Sergeant to Lieutenant	11.32% above Step 10 base salary as set forth in Section 2(c)
Lieutenant to Detective Lieutenant	5%
Lieutenant to Captain	7.54%
Captain to Detective Captain	5%
Captain to Deputy Inspector	5.53%
Deputy Inspector to Inspector	5.81%
Inspector to Deputy Chief	3.43%
Deputy Chief to Assistant Chief	3.32%
Assistant Chief to Chief	2.77%
Chief to Chief of Department	2.70%

f. Effective January 1, 2014, except for SOA unit members covered under Sections 2(b), 2(c),2(d) and 2(e) of the 2011-2018 Agreement, top base pay shall be increased by $1475 for Sergeants, $1548 for Detective Sergeants, $1642 for Lieutenants, $1724 for Detective Lieutenants, $1765 for Captains, $1854 for Detective Captains, $1863 for Deputy Inspectors, $1971 for Inspectors, $2039 for Deputy Chiefs, $2107 for Assistant Chiefs, $2165 for Division Chiefs and $2223 for Chief of Department and the salary scale shall be adjusted accordingly.

3. **Healthcare:** The parties agree to continue the existing EMHP agreement with the amendments made in the 2012 EMHP extension agreement through 12/31/2020.

4. **Productivity:** The parties further agree the duties and responsibilities of SOA unit members shall be expanded to include responsibility for homeland security, anti-terrorism, and disaster response. The department shall establish training programs to accomplish these objectives for all employees to attend. Effective January 1, 2015, except for SOA unit members covered under Sections 2(b), 2(c), 2(d) and 2(e) of the 2011-2018 Agreement, top base pay shall be increased by $1475 for Sergeants, $1548 for Detective Sergeants, $1642 for Lieutenants, $1724 for Detective

Lieutenants, $1765 for Captains, $1854 for Detective Captains, $1863 for Deputy Inspectors, $1971 for Inspectors, $2039 for Deputy Chiefs, $2107 for Assistant Chiefs, $2165 for Division Chiefs and $2223 for Chief of Department and the salary scale shall be adjusted accordingly.

5. **Benefit Fund:** The Benefit Fund contributions shall be increased as follows
   a. 2014 1.5% on 1/1/14, 2.5% on 6/1/2014 and 1.5% on 12/1/2014
   b. 2015 1.5% on 6/15/2015 and 2.5% on 12/15/2015
   c. 2016 1.5 on 1/1/2016 and 1.75% on 12/1/2016.
   d. The county shall not be required to make Benefit Fund contributions when the fund reserves exceed 32 months. The County shall make ½ the normal fund contribution when the fund reserve falls below 32 months but is greater than 24 months. Should the fund reserve fall below 24 months the County will make full contribution until it again reaches 32 months reserves.

6. **Family Sick: (Section 41(f))** Family sick leave shall be amended to include immediate family members currently covered, as defined in Section 41(f), who are not living with the employee.

7. **Deferrals:**
   a. SOA unit members employed by the Suffolk County Police Department on 1/1/2011 who separate from service prior to 4/1/2014 shall receive twenty (20) hours of compensatory time paid upon separation at the member's then prevailing rate. Effective 4/1/2014 top base pay shall be increased by the dollar amount of twenty (20) hours compensatory time at the then prevailing top step rate except for SOA unit members covered under Sections 2(b), 2(c) and 2(d) of the 2011-2018 Agreement.
   b. Members employed by the Suffolk County Police Department on 1/1/2012 who separate from service prior to 4/1/2015 shall receive forty (40) hours of compensatory time paid upon separation at the members then prevailing rate. Effective 4/1/2015 top base pay shall be

increased by the dollar amount of forty (40) hours compensatory time at the then prevailing top step rate except for SOA unit members covered under Sections 2(b), 2(c) and 2(d) of the 2011-2018 Agreement.

c. Sub paragraphs (a) and (b) shall prevail notwithstanding any contradiction in the collective bargaining agreement. The County agrees SOA unit members who separate prior to an effective date(s) listed above and receive a compensatory time payment(s) shall have the payment(s) reflected as earnings in the year from which the payment(s) was/were deferred so as to be pension neutral.

d. In 2014 and 2015 only, the third sentence of Section 16(a) of the Collective Bargaining Agreement shall be amended to read as follows: "Payments for the paid holidays of New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln's Birthday, Washington's Birthday and Easter shall be deferred on the Thursday following the first payday in July to be paid upon separation at the members then prevailing rate and the remaining holiday compensation shall be paid on the Thursday following the first payday in December except if deferred in accordance with Section 7 herein.

e. In calendar year 2014, should the County demonstrate that a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from unit members of the SOA, up to an additional sixty-four (64) hours from the holiday compensation to be paid on the Thursday following the first payday in December to be paid upon separation at the unit members then prevailing rate except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the unit member's then prevailing rate.

f. In calendar year 2015, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County

Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from unit members of the SOA, up to an additional sixty-four (64) hours from the holiday compensation to be paid on the Thursday following the first payday in December to be paid upon separation at the unit members then prevailing rate except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the unit member's then prevailing rate.

g. In calendar year 2016, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from unit members of the SOA, up to One Hundred Four (104) hours from the holiday compensation to be paid upon separation at the members then prevailing rate except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the unit member's then prevailing rate.

h. In calendar year 2017, should the County demonstrate that the County ended the prior year in a negative fund balance and the County has included all reasonable revenue generating items in the County Executive's proposed budget and a deferral is needed to balance the budget or after the budget has been adopted a deferral is needed to replace revenue budgeted for but not realized or offset an unbudgeted expense, the County may defer from unit members of the SOA, up to

Sixty Eight (68) hours from the holiday compensation to be paid herein to be paid upon separation at the unit members then prevailing rate except that the deferred compensation may be paid in 2020 at the sole discretion of the County upon the request of a then current unit member. If the County, at its sole discretion, consents to the payment of deferred compensation in 2020, the payment will be at the unit member's then prevailing rate.

i. If SDA unit members defer less than one hundred hours overtime in 2014, 2015 and/or 2016, the total number of hours the County may defer from SOA unit members shall be reduced by the same number of hours.

j. Any SOA unit member who had holiday hours deferred while a member of the PBA unit, pursuant to the 2011-2018 PBA Agreement, prior to being promoted to Sergeant shall have the number of hours required to be deferred as an SOA unit member in the year promoted reduced by the amount of hours deferred in that same year as a member of the PBA unit prior to the promotion.

k. The County shall not defer from unit members of the SOA any hours of holiday compensation pursuant to Sub-Paragraphs (e), (f) (g) and (h) herein if any law enforcement union enters into a Collective Bargaining Agreement after the full execution of this Agreement that does not contain substantially similar deferrals on a per capita basis unless that law enforcement union simultaneously or subsequently agrees to substantially similar deferrals on a per capita basis prior to the County deferring the annual holiday accruals from members. If the County enters into a Collective Bargaining Agreement or any simultaneous or subsequent Agreement with a law enforcement union after the full execution of this Agreement that contains substantially less deferrals on a per capita basis than set forth in Sub-Paragraphs (e), (f) and (h) herein, the County may only defer from unit members the same amount as agreed upon by the other law enforcement union on a per capita basis.

l. The parties agree the holiday payments deferred are intended to be pension neutral and nothing set forth in the 2011-2018 Agreement by way of monies shall in any way diminish pension benefits or the County's pension contributions.

8. Employee Protections:

a. No SOA unit member shall be subject to layoff for reasons, including but not limited to, budgetary, policy, legislative, executive, pension cost, healthcare cost, inflation, revenue, staffing needs, contracts, privatization etc. It is the intent of the parties to list all possible bases for layoff of SOA members in accordance with NYS statutory and case law and decisions.

b. No duties exclusively performed by SOA unit members prior to the ratification and approval of the 2011-2018 Agreement can be subcontracted to an outside entity or transferred to another county bargaining unit without a written agreement with the SOA, except duties SOA unit members began on or after January 1, 2012, which were previously performed by civilians. The SOA written agreement shall not be unreasonably denied.

c. Benefits outlined in sub paragraphs a & b and any benefit derived from a future arbitration related to said sub paragraphs, shall be considered mandatory subjects in all future negotiations.

d. Any SOA unit member who suffers a permanent disability as a result of an assault or violent confrontation in the line of duty shall receive 207c pay at top step rate, retroactive, to be credited upon disability retirement.

e. Any SOA unit member hired as a police officer after January 1, 2013 who becomes disabled as a result of a line of duty injury and who

receives a disability pension from NYS prior to reaching top step salary will receive a supplemental payment from the county equal to the difference between the pension granted and 50% or 75%, as applicable, of the top step at the time the pension was granted, This supplemental payment shall continue in full force as long as the member or surviving spouse, or beneficiary, receives a pension from NYS.

f. Effective upon full ratification and approval of the 2011-2018 Agreement all slots made available for pre-picked vacation, if not selected during pre-pick vacation selection, shall remain available throughout the year for weekly selection. If within ten (10) days the slot remains unselected, the days shall be available for use of individual vacation days. Section 46 of the contract shall be amended to reflect that all vacation selections (weekly and individual) after pre-picked vacation selections have concluded shall be granted to the first employee who makes a request.

9. Management Rights:

a. The department shall have the right to change tours two (2) times per year (Trainee and Trainer) for the transitioning to new equipment.
b. Effective upon the full ratification and approval of the 2011-2018 Agreement, travel time and mileage shall be waived should the department conduct firearms training at F6 labs in Nassau County.
c. The department will make every effort to retrain and maintain EMT status when practical. No member shall be removed from service for failing the EMT recertification.
d. In commands requiring other than standard training the department may enter into an agreement with the SOA to facilitate training, while

preserving the member's rights, even if it is in contradiction to the collective bargaining agreement.

e. Except for the grievance 13-01 dated December 6, 2013, the SOA hereby withdraws all pending grievances and improper practice charges, including appeals, against the County including but not limited to the grievance pertaining to the 26.1 payment schedule.

10. Longevity:

a. Longevity shall be increased $25.00 per year in years 2013, 2014 and 2015. Increases shall not become effective until January 1, 2016; Longevity shall be increased $50.00 on 12/31/2018. Employees shall defer $25.00 of the 12/31/2018 longevity increase until January 1, 2020. Employees hired as police officers after January 1, 2013 shall no longer receive global longevity for time served as a police officer outside of Suffolk County Police Department.

b. Effective January 1, 2014, Section 21 of the Collective Bargaining Agreement shall be amended to set forth that any SOA unit member shall receive additional annual longevity pay of $2,000 after completing 20 years as an SOA unit member. All calculations of years as an SOA unit member and rules regarding payment of additional longevity shall be as set forth in Section 21 of the Collective Bargaining Agreement. The parties agree that this provision is a mandatory subject of bargaining that the parties may seek to renegotiate as part of negotiations for a successor to the 2011-2018 Agreement.

11. **401a:** The parties agree that within six (6) months of the full ratification and approval of the 2011-2018 Agreement the county will make every effort to establish a 401a program for severance deferral. The parties agree that the program will have no cost to the municipality. If the parties cannot agree the issue will proceed directly to arbitration under the contractual grievance procedure.

12. **Worker's Compensation:** The parties agree that within six (6) months of the full ratification and approval of this agreement they will negotiate a new injured employee procedure to replace the existing "Medscope" process. If the parties cannot agree the issue will proceed directly to arbitration under the contractual grievance procedure.

13. **Rights & Benefits:** All contractual provisions for spouses shall be extended to domestic partners if certified or qualified under the requirements for healthcare under the EMHP agreement (effective 1/1/2012) or any other NYS or federal healthcare plan. If domestic partner is receiving surviving spouse benefits they must certify annually that they are not in a domestic partnership or marriage.

14. **Education:** Effective January 1, 2014 except for SOA unit members covered under Sections 2(b), 2(c), 2(d) and 2(e) of the 2011-2018 Agreement, top base pay shall be increased $1770 for Sergeants, $1858 for Detective Sergeants, $1970 for Lieutenants, $2068 for Detective Lieutenants, $2118 for Captains, $2224 for Detective Captains, $2236 for Deputy Inspectors, $2366 for Inspectors, $2447 for Deputy Chiefs, $2528 for Assistant Chiefs, $2598 for Division Chiefs and $2668 for Chief of Department and the salary scale shall be adjusted accordingly. All employees hired on or after the complete ratification and approval of the PBA Agreement dated September 6, 2012 shall be required to complete a minimum of 120 college credits or obtain a Bachelor's degree. Employees who are in the positions set forth above and who have not satisfied the 120 college credit or degree requirement by November 1 of any year after reaching top step pay shall have their final holiday check for that year reduced by the appropriate amount set forth above until the requirements are satisfied. Current employees shall be given credit for time served in the Police Department and training received to date to satisfy their college credit or degree obligation under this provision.

15. **Re-Opener:** The SOA shall be entitled to re-open negotiations over the terms and conditions of employment, including the right to proceed to interest arbitration, in the event that any current or future Suffolk County law enforcement bargaining unit agrees or is awarded either greater benefits or lesser concessions, including the total value of those benefits and concessions, during the period of 2011-2018 than those provided for herein.

16. **Wage Protection:** The SOA shall have the right during the term of the 2011-2018 Agreement to re-open negotiations, for wages only, should the rate of inflation exceed five percent (5%) in any calendar year. The rate of inflation shall be by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Items -All urban Consumers for New York-Northern New Jersey- Long Island.

THIS AGREEMENT SHALL REFLECT THE COMPLETE ARGEEMENT OF THE PARTIES AND SHALL NOT BE AMENDED EXCEPT BY WRITTEN INSTRUMENT SIGNED AND RATIFIED BY BOTH PARTIES. THIS AGREEMENT REPLACES, SUPERCEDES AND VOIDS ANY PRIOR AGREEMENTS BETWEEN THE PARTIES TO THE CONTRARY.
SHOULD ANY PROVISION IN THIS AGREEMENT BE FOUND TO BE UNLAWFUL OR UNENFORCEABLE BY A COURT OF COMPETENT JURIDICTION THE REMAINDER OF

THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND THE PARTIES SHALL IMMEDIATELY COMENCE NEGOTIATIONS TO REPLACE THE INVALIDATED PROVISION WITH A COMPARABLE, LEGAL CLAUSE.

ALL PROVISIONS OF THIS AGREEMENT ARE SUBJECT TO THE RATIFICATION OF THE SUFFOLK COUNTY SUPERIOR OFFICERS ASSOCIATION INC. AND SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE RATIFICATION HAS OCCURRED.

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dated 2/7/2014

FOR THE ASSOCIATION:

Tim Morris, President
Suffolk Superior Officers Association

FOR THE COUNTY:

Jennifer McNamara
Acting Director of Labor Relations

1163 2/11/14

Intro. Res. No. -2014 Laid on Table

Introduced by Presiding Officer pursuant to Rule 3(A)-(14) of the Suffolk County Legislature

RESOLUTION NO. -2014, APPROVING FERRY LICENSE FOR FIRE ISLAND WATER TAXI, LLC

WHEREAS, Fire Island Water Taxi, LLC has applied to the Suffolk County Legislature, by a Petition dated and verified February 10, 2014 pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law and Local Law No. 7 of 1982 of Suffolk County for the establishment of its water taxi rates; and

WHEREAS, Consents in writing will be submitted prior to the public hearing; and

WHEREAS, Fire Island Water Taxi LLC has heretofore filed with the Clerk of the Suffolk County Legislature its undertaking with a surety all pursuant to Article 8 of the Navigation Law; now, therefore be it

1st **RESOLVED**, that:

1) The undertaking heretofore, a bond filed with the Clerk of the Suffolk County Legislature in the sum of $10,000.00 is hereby approved;

2) A ferry license and franchise be and the same hereby is granted to Fire Island Water Taxi LLC of Bay Shore, New York to operate a public ferry service over and upon the waters of the Great South Bay for service as follows:

Between pick-up, drop-off locations and ferry terminals at Bay Shore, Sayville, Fire Island Lighthouse, Captree and Robert Moses Boat Basins and the Fire Island communities of Kismet, Fair Harbor, Dunewood, Atlantique, Seaview, Ocean Bay Park, and the Incorporated Villages of Ocean Beach and Saltaire and Point O' Woods Assoc., Sailor's Haven, Cherry Grove, Watch Hill Marina, Fire Island Pines, Water Island, Barrett Beach and Davis Park, both express and local service, with intermittent stops among said communities and Villages, all of which lie within the County of Suffolk. Commencing on the date of approval hereof up to and including March 15, 2019;

3) This ferry license and franchise is granted subject to all existing laws, rules and regulations of all federal, state, county and municipal governments and agencies having jurisdiction thereof;

4) The rates and fares to be charged for transportation pursuant to this license and franchise shall be the rates and fares authorized for the Fire Island Water Taxi, LLC by the Suffolk County Legislature pursuant to Article 8 of the Navigation Law, Section 131-g of the Highway Law and Local Law No. 7 of 1982 of Suffolk County;

5) Said rates, fares and schedules if any, shall be posted in English at each Ferry Terminal in public view pursuant to Section 113 of the Navigation Law of the State of New York and Section 72 of the Transportation Corporations Law.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

S:\res\r-fire-island-water-taxi-license

SUFFOLK COUNTY LEGISLATURE

----------x

IN THE MATTER OF THE APPLICATION

OF

PETITION

FIRE ISLAND WATER TAXI LLC.

pursuant to Article 8 of the Navigation Law and Section 71 of the Transportation Corporations Law of the State of New York and Local law No. 7 of 1982 of Suffolk County for a license to operate a ferry service for the purpose of transporting freight and passengers for hire over and upon the waters of the Great South Bay, Suffolk County, New York

LICENSE

----------x

TO THE LEGISLATURE OF THE COUNTY OF SUFFOLK

The petition of Fire Island Water Taxi, LLC. respectfully shows:

1. Your petitioner is a wholly owned subsidiary of Fire Island Ferries, Inc. a ferry corporation organized under the Transportation Corporations Law of the State of New York with its principle office at 99 Maple Avenue, Bay Shore, New York.

2. Petitioner has been organized for the general purposes of providing scheduled, unscheduled, non exclusive transportation of passengers, freight, baggage and all other merchandise and transportable matter for hire over and upon the waters of the Great South Bay, which includes service from Bay Shore, Sayville, Patchoque and along Fire Island Beach among the communities of Fire Island Lighthouse, Captree and Robert Moses Boat Basins, Kismet, the Incorporated Village of Saltaire, Fair Harbor,

Dunewood, Atlantique, the Incorporated Village of Ocean Beach, Seaview, Ocean Bay Park, Point O' Woods Association, Sailor's Haven, Water Island, Barrett Beach, Cherry Grove, Fire Island Pines, Davis Park, and Watch Hill Marina, all of which lie within the County of Suffolk.

3. The "owners of the land", as such term is used in Section 110 of the Navigation Law of the State of New York, are as follows:

LANDING FACILITY	OWNER
Bay Shore	- Town of Islip - Fire Island Terminal, Inc. - Incorporated Village of Saltaire
Sayville	-
Fire Island Lighthouse	- Fire Island National Seashore
Captree & Robert Moses Boat Basins	- New York State Parks and Recreation
Kismet	- Kismet Inn Corp. - Fire Island Terminal, Inc.
Saltaire	- Incorporated Village of Saltaire
Fair Harbor	- Town of Islip - Fire Island Terminal, Inc.
Dunewood	- Dunewood Property Owners Association, Inc.
Atlantique	- Town of Islip
Ocean Beach	- Incorporated Village of Ocean Beach
Seaview	- Fire Island Terminal, Inc.
Ocean Bay Park	- Fire Island Terminal, Inc.
Point O' Woods	- Point O' Woods Association
Sailor's Haven	- Fire Island National Seashore
Cherry Grove	- Town of Brookhaven
Fire Island Pines	- Pickety Ruff Holdings
Water Island	- Water Island Association
Barrett Beach	- Fire Island National Seashore
Davis Park	- Davis Park Ferries
Watch Hill	- Fire Island National Seashore

whose consents in writing will be filed with the Clerk of the legislature prior to the Public hearing.

4. That your Petitioner has been filed with the Clerk of the Legislature the undertaking required of it by the Suffolk County Legislature pursuant to section 111 of the Navigation Law, which undertaking will be in full force and effect prior to the issuance of the license and franchise.

5. That your Petitioner proposes to charge the passenger fares and freight tariff allowed to the Petitioner by the Legislature from time to time, pursuant to Section 131-g of the Highway Law of the State of New York and Local Law No. 7 of 1982 of Suffolk County. The proposed rates by the petitioner for Water Taxi services are:

- **UNSCHEDULED SEASONAL CROSS BAY SERVICE** - Seasonal service begins the Friday prior to Memorial Day and ends Labor Day.

From Bay Shore to west end island locations (Fire Island Lighthouse east to Point O' Woods)
From Sayville to center island locations (Sailors Haven east to Barrett Beach)

  - **$125.00** for up to 6 passengers, **$15.00** for each additional passenger, PER RESERVATION, PER PARTY, PER STOP. This rate would be available from 9:00am to 9:00pm weather permitting. Waiting time **$25.00**/ 1/4hr.
  - **$150.00** for up to 6 passengers, **$15.00** for each additional passenger, PER RESERVATION, PER PARTY, PER STOP. This rate would be available from 9:01pm to 8:59am weather permitting. Waiting time **$25.00**/ 1/4hr.

From Bay Shore to center island location (Sailors Haven east to Barrett Beach)
Add **$25.00** to above base rates
From Sayville to west end island locations (Fire Island Lighthouse east to Point O' Woods)

Add **$25.00** to above base rates

- **UNSCHEDULED OFF SEASON CROSS BAY SERVICE** - Off season service begins the day after Labor Day and continues through the Thursday prior to Memorial Day, 24 hour notice required.
  - Add **$25.00** to each base rate for **UNSCHEDULED SEASONAL CROSS BAY SERVICE**, PER RESERVATION, PER PARTY, PER STOP. All other pricing remains the same. This rate would be available from 9:00am to 9:00pm weather permitting. Waiting time **$25.00**/ 1/4hr.
  - Add **$50.00** to each base rate for **UNSCHEDULED SEASONAL CROSS BAY SERVICE**, PER RESERVATION, PER PARTY, PER STOP. All other pricing remains the same. This rate would be available from 9:01pm to 8:59am weather permitting. Waiting time **$25.00**/ 1/4hr.

- **SPECIAL LATE NIGHT SERVICE** - One Way fare from Fire Island to Bay Shore and Sayville - **$25.00** per person minimum 6 people.

- **SCHEDULED AND UNSCHEDULED SEASONAL LATERAL SERVICE** - Various communities to be included in lateral service: Fire Island Lighthouse through Watch Hill - Per Person fare to be based upon point to point travel established herein (see Exhibit "B").

- **IN-SEASON PROMOTIONAL PASSENGER DISCOUNT RATE FOR LATERAL SERVICE:**
  - The temporary discount rate is for specific posted dates and times i.e. July 5th through Aug 5th 6 pm to 9 pm;
  - is at least **$1.00** off the posted lateral passenger rate, not to exceed a discount greater than **25%** from the posted "normal" rate;
  - promotional discount fares will be registered with the Clerk of the Suffolk County Legislature at least 15 days prior to institution stating the effective dates and times along with the parameters for obtaining the discount (receipt from retail establishment);
  - upon suspension notification will be given to the Clerk of the Suffolk County Legislature no later than 5 business days afterwards.

- **FREIGHT** - **$2.00** minimum per item, **$5.00** per Bicycle

- **CHILD LATERAL ONE-WAY FARE** - Under 12 years of age - 50% of Adult fare
- **INFANTS** under two years of age - No Charge
- **SENIOR CITIZENS ONE-WAY FARE** - with Suffolk County Sr. Citizens Card - Same as Child Fare
- **DOGS** - Same as Child Fare
- **CHARTER & SPECIAL EVENTS RATES** - Are available upon request and will be priced based on each particular event.
- **SCHEDULED & UNSCHEDULED SERVICE** - Petitioner will use a combination of scheduled and unscheduled service that will be based on demand, time of day, equipment requirements and availability.
- **ON DEMAND LATERAL SERVICES** - Petitioner will provide on demand lateral service at a premium price and only on demand lateral service to the following locations (east end) Watch Hill, Davis Park, Barrett Beach and Water Island that includes a two person minimum fare.

6. The rates for the Water Taxi service and the schedules for both passengers and freight, if any, will be posted in English at each pick up, drop off and Ferry Terminal in public view as required under Section 113 of the Navigation Law.

7. The vessels intended to be used by your Petitioner in the performance of this License and franchise are set forth as Exhibit "A" annexed hereto.

WHEREFORE, your Petitioner requests that the Legislature of the County of Suffolk approve Petitioner's application, approve the undertaking as aforesaid and grant to your Petitioner a ferry license and franchise for the service requested herein in the

usual form commencing on the date of approval and ending March 15, 2019.

DATED: Bay Shore, New York
February 10, 2014

FIRE ISLAND WATER TAXI, LLC.
99 Maple Avenue
P.O. Box 5311
Bay Shore, New York 11706
(631) 665-8885

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

Timothy E. Mooney, being duly sworn deposes and says:

That he is the president of Fire Island Water Taxi, LLC., the Petitioner in the within Petition.

That he has read the foregoing Petition and knows the contents thereof.

That the same is true to his own knowledge, except as to those matters therein stated to be upon information and belief, and as to those matters, he believes them to be true.

Deponent further says that the reason that this verification is made by deponent and not by the Petitioner is because Petitioner is a domestic corporation and deponent is an officer thereof, to wit its President.

Timothy E. Mooney

Sworn to before me this
10 day of February, 2014

Notary Public

DIANNE VILLING
Notary Public, State of New York
No. 01VI5066774
Qualified in Suffolk County
Commission Expires October 7, 2014

Exhibit "A"

Vessel Name	USCG Certification	O.N.
M/V Courier	38 passengers	1184324
M/V Prowler	33 passengers	1212049
M/V Resolute	45 passengers	934070
M/V Chariot	32 passengers	984931
M/V Patriot	24 passengers	NY 2337GR
M/V Boilermaker	20 passengers	NY 5922EY
M/V Liberty	14 passengers	NY 4908GN
M/V Firefly VI	6 passengers	NY 9135BF
M/V Firefly X	6 passengers	NY 3029BS
M/V Stranger	149 passengers	684623

Exhibit "B"

2014 Rates	WH	DP	WI	BB	PINES	CG	SH	POW	OBP	SEA	OB	ATL	DW	FH	SALT	KIS	LH
Watch Hill		$ 11	$ 12	$ 12	$ 14	$ 19	$ 22	$ 24	$ 24	$ 25	$ 25	$ 28	$ 28	$ 28	$ 30	$ 30	$ 30
Davis Park	$ 11		$ 12	$ 12	$ 14	$ 19	$ 22	$ 24	$ 24	$ 25	$ 25	$ 28	$ 28	$ 28	$ 30	$ 30	$ 30
Water Island	$ 12	$ 12		$ 10	$ 11	$ 17	$ 19	$ 23	$ 23	$ 24	$ 24	$ 28	$ 28	$ 28	$ 30	$ 30	$ 30
Barrett Beach	$ 12	$ 12	$ 10		$ 11	$ 17	$ 19	$ 23	$ 23	$ 24	$ 24	$ 28	$ 28	$ 28	$ 30	$ 30	$ 30
Pines	$ 14	$ 14	$ 11	$ 11		$ 7	$ 10	$ 12	$ 14	$ 14	$ 16	$ 16	$ 16	$ 18	$ 18	$ 20	$ 20
Cherry Grove	$ 19	$ 19	$ 17	$ 17	$ 7		$ 8	$ 12	$ 12	$ 14	$ 14	$ 16	$ 16	$ 16	$ 18	$ 18	$ 20
Sailors Haven	$ 22	$ 22	$ 19	$ 19	$ 10	$ 8		$ 10	$ 10	$ 10	$ 12	$ 12	$ 14	$ 14	$ 16	$ 16	$ 16
Point O Woods	$ 24	$ 24	$ 23	$ 23	$ 12	$ 12	$ 10		$ 7	$ 8	$ 8	$ 10	$ 10	$ 10	$ 12	$ 12	$ 12
Oceans Bay Park	$ 24	$ 24	$ 23	$ 23	$ 14	$ 12	$ 10	$ 7		$ 7	$ 8	$ 10	$ 10	$ 10	$ 12	$ 12	$ 12
Seaview	$ 25	$ 25	$ 24	$ 24	$ 14	$ 14	$ 10	$ 8	$ 7		$ 7	$ 8	$ 8	$ 8	$ 10	$ 12	$ 12
Ocean Beach	$ 25	$ 25	$ 24	$ 24	$ 16	$ 14	$ 12	$ 8	$ 8	$ 7		$ 7	$ 8	$ 8	$ 10	$ 10	$ 10
Atlantique	$ 28	$ 28	$ 28	$ 28	$ 16	$ 16	$ 12	$ 10	$ 10	$ 8	$ 7		$ 7	$ 7	$ 8	$ 8	$ 10
Dunewood	$ 28	$ 28	$ 28	$ 28	$ 16	$ 16	$ 14	$ 10	$ 10	$ 8	$ 8	$ 7		$ 7	$ 8	$ 8	$ 10
Fair Harbor	$ 28	$ 28	$ 28	$ 28	$ 18	$ 16	$ 14	$ 10	$ 10	$ 8	$ 8	$ 7	$ 7		$ 8	$ 8	$ 10
Saltaire	$ 30	$ 30	$ 30	$ 30	$ 18	$ 18	$ 16	$ 12	$ 12	$ 10	$ 10	$ 8	$ 8	$ 8		$ 7	$ 8
Kismet	$ 30	$ 30	$ 30	$ 30	$ 20	$ 18	$ 16	$ 12	$ 12	$ 12	$ 10	$ 8	$ 8	$ 8	$ 7		$ 7
FI Lighthouse	$ 30	$ 30	$ 30	$ 30	$ 20	$ 20	$ 16	$ 12	$ 12	$ 12	$ 10	$ 10	$ 10	$ 10	$ 8	$ 7	

1166

Intro. Res. No. -2014 Laid on Table 2/11/14

Introduced by Legislator Martinez

RESOLUTION NO. -2014, TO APPOINT MEMBER OF THE SUFFOLK COUNTY CITIZENS ADVISORY BOARD FOR THE ARTS (SHADRACK BOAKYE)

WHEREAS, the term of Margarita Espada-Santos, as a member of the Suffolk County Citizens Advisory Board for the Arts, expired as of June 30, 2012; now, therefore be it

1st **RESOLVED**, that Shadrack Boakye, currently residing in Brentwood, New York, is hereby appointed as a member of the Suffolk County Citizens Advisory Board for the Arts for a term of office to expire on June 30, 2015, pursuant to Section 103-3 of the SUFFOLK COUNTY CODE; and be it further

2nd **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 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 on 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:

APPROVED BY:

County Executive of Suffolk County

Date:

S:\res\r-appt-arts-boakye

1166

Shadrack Boakye was born in Liberia, Africa during a crippling civil war that took the lives of over 200,000 citizens in the early 1990's. Along with his mother, Shadrack was one of the few survivors to escape the war-stricken country. Through all the hardships he has had to endure once he entered the United States, among them not being able to read, he has since then, proudly overcome adversities that many immigrants who enter a new country face. His drive and passion for the arts have presented many opportunities for him to channel his creative passion. He is now an accomplished debate champion, public speaker, writer, playwright, director, performer and the president of "The Truth Urban Theater Group." For the past five years, his company has been traveling to venues on Long Island, New York City and other major cities performing original works.

Some of his accomplishments include:

Earning multiple national awards: a signed boxing glove accompanied by a personal letter from the heavy weight boxing icon Muhammad Ali and winning two Gold medals on the NAACP-ACT-SO playwright and performance competitions which was judged by a distinguished Harvard graduate and a Columbia University Professor.

When not performing or writing, Shadrack is an official Motivational Speaker for Scholastic, Inc. His audiences include Educators, School District Administrators, middle and high school students. Scholastic has recently published a book about his story called "Unstoppable" for System 44 students all over the country. He has performed and lectured at Universities on various topics such as: Discrimination, Immigration, Relationships, Inter-racial dating, Decision-Making, Child Soldiers, HIV/AIDS, Anti-Gang Violence, Bullying, Self-Esteem, Racism and Redemption. He has been a panelist on NBC's Education Nation with Anne Curry to discuss what he thinks needs to be done to ensure that every student receives a world-class education and has been sponsored by Miriam D. Couch, former President of 100 Black Women of Suffolk County through the I Am the Voice...Poetic Theater for Justice Program as a featured act at the United Nations.

In 2010, He has received the honor of becoming the youngest male to be awarded the Black History Month Distinguished Service Award. Shadrack Boakye has proven that with faith and persistence, that any and everything is possible. His aim is to touch the world with his gift.

Once again, Thank you!

Sincerely,

Shadrack

1170

Intro. Res. No. -2014 Laid on Table 2/11/14

Introduced by Presiding Officer Gregory

RESOLUTION NO. -2014, APPOINTING MEMBER OF THE SUFFOLK COUNTY WATER AUTHORITY (MARIO R. MATTERA)

WHEREAS, Frank J. Pellegrino's term as a member of the Suffolk County Water Authority, expires on March 29, 2014; now, therefore be it

1st **RESOLVED**, that Mario R. Mattera, currently residing at St. James, New York, is hereby appointed as a member of the Suffolk County Water Authority, commencing March 30, 2014 and expiring March 29, 2019 said appointment having been made pursuant to the provisions of Section 1077(1) of the NEW YORK PUBLIC AUTHORITIES LAW; and be it further

2nd **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 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 on 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:

EFFECTIVE PURSUANT TO SECTION C2-15(A) OF THE SUFFOLK COUNTY CHARTER.

s:\res\r-appt-scwa-mattera

11770

Mario R. Mattera

Saint James, NY 11780

SUMMARY OF QUALIFICATIONS

- Solid communication and interpersonal skills
- Solid planning and organizational skills
- Exceptional strength with problem solving and follow up skills
- Exceptional leadership skills; ability to train and supervise others
- Experienced in public speaking and presentations

EMPLOYMENT EXPERIENCE

2003-Present Business Agent Plumbers Local Union #200
Ronkonkoma, New York

- Trustee for union funds
  - Management of $150 million in pensions, welfare and annuity for the union
- Management and Supervision of over 1100 members, 80 signatory contractors and 100 General Contractors
  - Daily dispatching between members and projects/contractors

1999-2003 Executive Board Officer –Plumber's Local Union #200

1996-1998 Examining Board Officer- Plumber's Local Union #200

1994-1996 Sentry Officer – Plumber's Local Union #200

1994-2003 General Foreman – Plumber's Local Union #200
State of New York, Stony Brook, New York

BUSINESS AFFILIATIONS

- Work Force Housing Committee (2008-present)
- Consumer Affair Plumbing Licensing and Fire Protection Board (2009-present)
- Riverhead Empire Zone (2010-present)
- Chairman for Political PAC Fund for Suffolk County (2003-present)
- Apprenticeship Board Member (2003-present)
- Helmets to Hardhats for our returning Veterans (2007-present)

ACCOMPLISHMENTS & VOLUNTEER WORK

- 2012 Labor Leader of the Year PBA Columbia
- Volunteer Long Island Housing Partnership for Hurricane Sandy Relief Program for Boilers & Water Heaters
- Hollock Farm, Riverhead, NY Children's Museum

EDUCATION/TRAINING/CERTIFICATIONS:

2003-present Multiple Financial Trainings and Education for managing Trustee Funds.
1986-present Journeyman Training and O.S.H.A Certifications
1981-1985 NYS Apprenticeship Training Program

1171

Intro. Res. No. -2014 Laid on Table 2/11/14
Introduced by Legislator Schneiderman

RESOLUTION NO. -2014, AMENDING RESOLUTION NO. 1013-1999 TO CLARIFY LICENSE AGREEMENT WITH WILDLIFE RESCUE CENTER

WHEREAS, Resolution No. 1013-1999 authorized the County Executive to enter into a license agreement with the Wildlife Rescue Center of the Hamptons, Inc. to provide materials and services to renovate and improve a vacant structure at Sears Bellows County Park and to operate the same as an animal rehabilitation center; and

WHEREAS, Resolution No. 1013-1999 needs to be amended to clarify that the Wildlife Rescue Center may rescue and rehabilitate reptiles and deer under the terms of their license agreement with the County; now, therefore be it

1st **RESOLVED**, that the 3rd WHEREAS clause of Resolution No. 1013-1999 is hereby amended as follows:

> **WHEREAS**, the Wildlife Rescue Center of the Hamptons, Inc., a not-for-profit corporation, wishes to use said vacant structure for rehabilitation and return to the wild, of injured or sick birds, waterfowl, reptiles and **[**small**]** mammals; and

and be it further

2nd **RESOLVED**, that the 1st RESOLVED clause of Resolution No. 1013-1999 is hereby amended as follows:

> **1st RESOLVED**, that pursuant to N.Y. County Law §§224(3),225(1)(a) and 225(1)(k), the Suffolk County Executive is hereby authorized to execute a license agreement authorizing the Wildlife Rescue Center of the Hamptons, Inc. to provide materials and services to renovate and improve the vacant structure at Sears Bellows County Park (Munns Pond) and to operate the same as an animal rehabilitation center, for injured or sick birds, waterfowl, reptiles and mammals; and, be it further

and be it further

3rd **RESOLVED**, that the Department of Parks, Recreation and Conservation is hereby authorized, empowered and directed to amend the license agreement with the Wildlife Rescue Center of the Hamptons, Inc. to reflect the terms of this resolution; and be it further

4th **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 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 on 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:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

s:\res\r-amend-reso-1013-1999-license-wildlife-rescue-center