Home Rule Message No. 7-2014 LOT 6/3/2014
Introduced by Legislator D'Amaro on request of the County Executive

HOME RULE MESSAGE REQUESTING THE STATE OF NEW YORK TO ENACT LEGISLATION AUTHORIZING A MOTOR FUEL TAX PILOT PROGRAM (SENATE BILL NO. S.7251 AND ASSEMBLY BILL NO. A.9839)

WHEREAS, legislation has been introduced in the New York State Legislature that would authorize a "Motor Fuel Tax Pilot Program" in Nassau and Suffolk Counties; and

WHEREAS, this proposed State Legislation would compute sales and compensating use taxes on the sale of motor fuel and diesel motor fuel in Nassau and Suffolk Counties on a cents per gallon rate and, further, require distributors to collect state and local sales taxes from retailers up front and remit the proceeds to the State; and

WHEREAS, it is anticipated that these proposed changes in the method of sales tax collection will protect the County from certain unscrupulous retailers who under pay sales taxes and increase the County's sales tax revenues; and

WHEREAS, this proposed State legislation would also provide administrative relief to gasoline retailers who currently are required to calculate daily reconciliations and remit sales taxes to the State on a quarterly basis; and

WHEREAS, this pilot program will expire on June 1, 2016; now, therefore, be it

1st **RESOLVED**, that this Legislature hereby supports New York State Senate Bill No. S.7251 and Assembly Bill No. A.9839 to enact a motor fuel tax pilot program that will compute sales and compensating use tax on motor fuel and diesel motor fuel at a rate of cents per gallon in Suffolk County and require distributors of motor fuel to collect sales taxes from retailers up front; and be it further

2nd **RESOLVED**, that the Clerk of this Legislature is hereby directed to forward copies of this Resolution to Governor Andrew M. Cuomo; to the Majority Leader of the New York State Senate Dean Skelos; to the Speaker of the New York State Assembly Sheldon Silver; to the Minority Leaders of the New York State Senate and the New York State Assembly; and to each member of the Long Island delegation to the New York State Legislature.

DATED:

s:\memres\hr-motor-fuel-tax-pilot-program

BILL TEXT:

STATE OF NEW YORK

7251

IN SENATE

May 7, 2014

Introduced by Sen. BOYLE -- read twice and ordered printed, and when printed to be committed to the Committee on Investigations and Government Operations

AN ACT to amend the tax law, in relation to computing sales and compensating use tax on retail sales of motor fuel and diesel motor fuel at a rate of cents per gallon in Suffolk county and Nassau county; and providing for the repeal of such provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. This act shall be known and may be cited as the "County
2 motor fuel tax pilot program".
3 § 2. Subdivision (m) of section 1111 of the tax law is amended by
4 adding a new paragraph 8 to read as follows:
5 (8) The sales and compensating use taxes imposed by subpart B of part
6 one of article twenty-nine of this chapter in regard to retail sales of
7 motor fuel and diesel motor fuel, in the counties of Suffolk and Nassau,
8 shall be computed, as determined quarterly by the commissioner, at a
9 rate of cents per gallon, rounded to the nearest cent, as determined by
10 the counties respectively, multiplied by the cost of the fuel.
11 § 3. Paragraph 2 of subdivision (e) of section 1111 of the tax law is
12 amended by adding a new subparagraph (iii) to read as follows:
13 (iii) Where motor fuel is imported, manufactured or sold in, or diesel
14 motor fuel is sold or used in the county of Suffolk or the county of
15 Nassau, the sales and compensating use taxes imposed by subpart B of
16 part one of article twenty-nine of this chapter as computed pursuant to
17 subdivision (m) of this section shall be prepaid pursuant to section
18 eleven hundred two of this article on each gallon of fuel.
19 § 4. This act shall take effect immediately and shall expire and be
20 deemed repealed June 1, 2016.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD13900-03-4

SPONSORS MEMO:

NEW YORK STATE SENATE
INTRODUCER'S MEMORANDUM IN SUPPORT
submitted in accordance with Senate Rule VI. Sec 1

BILL NUMBER: S7251
SPONSOR: BOYLE

TITLE OF BILL: An act to amend the tax law, in relation to computing sales and compensating use tax on retail sales of motor fuel and diesel motor fuel at a rate of cents per gallon in Suffolk county and Nassau county; and providing for the repeal of such provisions upon expiration thereof

PURPOSE OR GENERAL IDEA OF BILL:
Computes sales and compensating use tax on retail sales of motor fuel and diesel motor fuel at a rate of cents per gallon in Suffolk and Nassau counties.

SUMMARY OF SPECIFIC PROVISIONS:
Section one creates the name of the "County motor fuel tax pilot program." Section 2 amends subdivision (m) of section 1111 by adding a new paragraph 8 to require the commissioner of Tax and Finance to quarterly compute the sales tax rate in cents per gallon as determined by the cost of fuel in Nassau and Suffolk counties.
Section 3 amends subdivision (e) of section 1111 of the tax law by adding new subparagraph (iii) to require the sales and compensating use taxes imposed by subpart b of part one of article twenty-in shall be fully prepaid.

JUSTIFICATION:
This bill will not increase the sales tax on motor fuel. It protects against county governments losing motor fuel sales tax revenue due to fraud or error by converting in these counties the local sales tax rate to a cents per gallon rate and requiring prepayment of these taxes.
By requiring all sales tax on motor fuel be prepaid, this legislation will ensure that the full county portion of the sales tax is collected by the distributor from the retailer up front, thereby protecting the counties from some retailers who are not currently paying the appropriate amount in local sales tax. As a result, it is anticipated that this legislation will increase sales tax revenue to these county governments.
Certain unscrupulous gasoline retailers that take advantage of this differential in collections and underpaying local sales taxes are placing law-abiding and fully-compliant retailers at a competitive disadvantage. Currently, the state requires 100% of the state's portion of the sales tax be paid by retailers to distributors and then remitted by distributor to the state. By requiring that the full state AND local sales tax be collected up front by distributors, this bill will ensure a fairer retail gas market while increasing revenue to these counties.
Further, the requirement to fully prepay all sales taxes will provide administrative relief to motor fuel retailers who currently need to calculate daily reconciliations and file sales taxes owed on a quarterly basis.

PRIOR LEGISLATIVE HISTORY:
New bill.

FISCAL IMPLICATIONS:
None to the state. Increased revenue for county governments.

EFFECTIVE DATE:
This act shall take effect immediately and shall expire and be deemed repealed June 1, 2016.

BILL TEXT:

STATE OF NEW YORK

9839

IN ASSEMBLY

May 27, 2014

Introduced by M. of A. HENNESSEY -- read once and referred to the Committee on Ways and Means

AN ACT to amend the tax law, in relation to computing sales and compensating use tax on retail sales of motor fuel and diesel motor fuel at a rate of cents per gallon in Suffolk county and Nassau county; and providing for the repeal of such provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. This act shall be known and may be cited as the "County
2 motor fuel tax pilot program".
3 § 2. Subdivision (m) of section 1111 of the tax law is amended by
4 adding a new paragraph 8 to read as follows:
5 (8) The sales and compensating use taxes imposed by subpart B of part
6 one of article twenty-nine of this chapter in regard to retail sales of
7 motor fuel and diesel motor fuel, in the counties of Suffolk and Nassau,
8 shall be computed, as determined quarterly by the commissioner, at a
9 rate of cents per gallon, rounded to the nearest cent, as determined by
10 the counties respectively, multiplied by the cost of the fuel.
11 § 3. Paragraph 2 of subdivision (e) of section 1111 of the tax law is
12 amended by adding a new subparagraph (iii) to read as follows:
13 (iii) Where motor fuel is imported, manufactured or sold in, or diesel
14 motor fuel is sold or used in the county of Suffolk or the county of
15 Nassau, the sales and compensating use taxes imposed by subpart B of
16 part one of article twenty-nine of this chapter as computed pursuant to
17 subdivision (m) of this section shall be prepaid pursuant to section
18 eleven hundred two of this article on each gallon of fuel.
19 § 4. This act shall take effect immediately and shall expire and be
20 deemed repealed June 1, 2016.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [-] is old law to be omitted.

LBD13900-03-4

SPONSORS MEMO:

NEW YORK STATE ASSEMBLY
MEMORANDUM IN SUPPORT OF LEGISLATION
submitted in accordance with Assembly Rule III, Sec 1(e)

BILL NUMBER: A9839
SPONSOR: Hennessey

TITLE OF BILL: An act to amend the tax law, in relation to computing sales and compensating use tax on retail sales of motor fuel and diesel motor fuel at a rate of cents per gallon in Suffolk county and Nassau county; and providing for the repeal of such provisions upon expiration thereof

PURPOSE OR GENERAL IDEA OF BILL:
Computes sales and compensating use tax on retail sales of motor fuel and diesel motor fuel at a rate of cents per gallon in Suffolk and Nassau counties.

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Section 3 amends subdivision (e) of section 1111 of the tax law by adding new subparagraph (iii) to require the sales and compensating use taxes imposed by subpart b of part one of article twenty-in shall be fully prepaid.

JUSTIFICATION:
This bill will not increase the sales tax on motor fuel. It protects against county governments losing motor fuel sales tax revenue due to fraud or error by converting in these counties the local sales tax rate to a cents per gallon rate and requiring prepayment of these taxes.
By requiring all sales tax on motor fuel be prepaid, this legislation will ensure that the full county portion of the sales tax is collected by the ,distributor from the retailer up front, thereby protecting the counties from some retailers who are not currently paying the appropriate amount in local sales tax. As a result, it is anticipated that this legislation will increase sales tax revenue to these county governments.
Certain unscrupulous gasoline retailers that take advantage of this differential in collections and underpaying local sales taxes are placing law-abiding and fully-compliant retailers at a competitive disadvantage. Currently, the state requires 100% of the state's portion of the sales tax be paid by retailers to distributers and then remitted by distributor to the state. By requiring that the full state AND local sales tax be collected up front by distributors, this bill will ensure a fairer retail gas market while increasing revenue to these counties.
Further, the requirement to fully prepay all sales taxes will provide administrative relief to motor fuel retailers who currently need to calculate daily reconciliations and file sales taxes owed on a quarterly basis.

PRIOR LEGISLATIVE HISTORY:
New bill.

FISCAL IMPLICATIONS:
None to the state. Increased revenue for county governments.

EFFECTIVE DATE:
This act shall take effect immediately and shall expire and be deemed repealed June 1, 2016.

Introduced by Legislators Hahn, Kruspki, Anker, Barraga & Muratore Laid on Table 6/3/14

PROCEDURAL RESOLUTION NO. 21 -2014, SETTING LAND ACQUISITION PRIORITIES IN ACCORDANCE WITH "AAA PROGRAM" REQUIREMENTS (PHASE 2 - 2014)

WHEREAS, Resolution No. 265-2013, codified at § 1070-17 of the SUFFOLK COUNTY CODE, established a new process to govern the County's land acquisitions; and

WHEREAS, pursuant to § 1070-17 of the SUFFOLK COUNTY CODE, the Division of Planning and Environment is required to periodically provide a report to the County Legislature containing all proposed acquisition sites reviewed by the Division and the highest offer price approved for each by the Environmental Trust Review Board, together with scoring and recommendations by the Division as well as an account of the funds expected to be available for acquisitions; and

WHEREAS, the Environment, Planning and Agriculture Committee is empowered to prepare procedural resolutions which sets forth the County's priorities for acquisition and submit such resolutions to the full Legislature for consideration; and

WHEREAS, the Division of Planning and Environment presented their periodic report to this Legislature on May 15, 2014; now, therefore be it

1st **RESOLVED**, that this Legislature hereby designates the following parcels as the County's priority acquisitions pursuant to §1070-17 of the SUFFOLK COUNTY CODE:

SUFFOLK COUNTY TAX MAP NUMBER		ACRES	REPUTED OWNER AND ADDRESS
District	1000	17.10	Irene Vitti
Section	059.00		11805 Soundview Ave, PO Box 806,
Block	03.00		Southold, NY 11971
Lot	027.000 p/o		
District	0100		Gustave & Carol Wade
Section	011.00		41 Willough Path
Block	01.00		East Northport, NY 11731
Lot	006.001	0.67	
District	0100		Gustave & Carol Wade
Section	011.00		41 Willough Path
Block	01.00		East Northport, NY 11731
Lot	006.002	0.44	
District	0100	.	Gustave & Carol Wade
Section	011.00		41 Willough Path
Block	01.00		East Northport, NY 11731
Lot	006.003	0.46	
District	0100	.	Gustave & Carol Wade
Section	011.00		41 Willough Path
Block	01.00		East Northport, NY 11731
Lot	006.004	0.84	

District	0100	.	Gustave & Carol Wade
Section	011.00		41 Willough Path
Block	01.00		East Northport, NY 11731
Lot	006.005	0.77	

District	0100		Gustave & Carol Wade
Section	011.00		41 Willough Path
Block	01.00		East Northport, NY 11731
Lot	006.006	2.75	

District	0100		Gustave & Carol Wade
Section	011.00		41 Willough Path
Block	01.00		East Northport, NY 11731
Lot	006.007	0.38	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.001	0.44	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.002	0.62	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.003	0.33	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.004	0.33	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.005	0.33	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.008	0.39	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.009	0.32	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.010	0.30	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.011	0.30	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.012	0.30	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.013	0.45	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.014	0.31	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.015	0.29	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.016	0.29	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.017	0.29	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.018	0.33	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.019	0.39	

District	0100		Gustave & Carol Wade
Section	013.00		41 Willough Path
Block	02.00		East Northport, NY 11731
Lot	039.051 p/o	2.89	
District	1000		John Sepenowski
Section	068.00		P.O. Box 120
Block	04.00		Peconic, NY 11958
Lot	018.000 p/o	34.9	*Subject to a 50% match from the Town of Southold
District	0600		Estate of Stanley Cichanowicz
Section	008.00		139 Sound Avenue
Block	03.00		Riverhead, NY 11901
Lot	007.001 p/o	19.7	
District	0600		Estate of Stanley Cichanowicz
Section	022.00		139 Sound Avenue
Block	01.00		Riverhead, NY 11901
Lot	005.001 p/o	17.3	
District	0600		Estate of Stanley Cichanowicz
Section	022.00		139 Sound Avenue
Block	02.00		Riverhead, NY 11901
Lot	012.000 p/o	36	

and be it further:

2nd **RESOLVED**, that the Division of Real Property, Acquisition and Management is hereby authorized, empowered and directed to make offers for the purchase of the priority parcels set forth in the 1st RESOLVED clause of this resolution; and be it further

3rd **RESOLVED**, that, upon execution by the reputed site owner of a Contract of Sale for the purchase of such owner's parcel as set forth in the 1st RESOLVED clause, as applicable, the Division of Real Property Acquisition and Management is hereby authorized and empowered to expend monies for necessary title reports, surveys, and environmental site assessments for such parcels identified in the 1st RESOLVED clause of this resolution

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §1070-17 OF THE SUFFOLK COUNTY CODE

s:/procedurals/pm-land acquisition priorities phase 2

Introduced by Legislator Cilmi LOT 6/3/2014

PROCEDURAL RESOLUTION NO. 22 -2014, DIRECTING THE CLERK OF THE LEGISLATURE TO PROVIDE NOTICE OF PUBLIC HEARINGS TO INTERESTED PERSONS

WHEREAS, this Legislature is required to conduct a public hearing on all local laws and certain resolutions, i.e. ferry rate increases, the creation of new sewer districts, et al.; and

WHEREAS, notice of a legislative public hearing is advertised in the County's official designated newspapers and posted on the Legislature's website; and

WHEREAS, this Legislature wishes to take further action to publicize its public hearings and to invite citizen participation; now, therefore be it

1st **RESOLVED**, that the Clerk of the Suffolk County Legislature is hereby authorized, empowered and directed to establish a list of persons who wish to obtain notice of public hearings conducted by the Legislature and to send notice to these persons by electronic mail as these public hearings are scheduled; and be it further

2nd **RESOLVED**, that all persons who contact the Clerk's Office and request notice of public hearings shall be placed on the Clerk's list and shall receive email notice as required herein.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO SECTION C2-15(A) OF THE SUFFOLK COUNTY CHARTER

s:\procedural motions\pm-public hearing list

1562

Intro. Res. No. -2014

Laid on Table 6/3/14

Introduced by Legislator Krupski

RESOLUTION NO. -2014, ESTABLISHING THE NORTH FORK PRESERVE COUNTY PARK ADVISORY COMMITTEE

WHEREAS, the County of Suffolk has acquired several hundred acres of land in the Town of Riverhead with the intent of creating the North Fork Preserve County Park ("the Park"); and

WHEREAS, the Department of Parks, Recreation and Conservation is planning to combine passive parkland and active recreation elements at the Park, including campgrounds and equine activities; and

WHEREAS, the scale and proposed active uses of the Park may have significant impacts on the adjacent communities; and

WHEREAS, the County should seek input from the Riverhead community and other interested stakeholders to ensure broad public support for this new park ; and

WHEREAS, a committee that includes representatives of County and Town government as well as community, environmental and horseman's organizations should be formed to gather community input and make recommendations regarding the development and future use of the Park; now, therefore be it

1st **RESOLVED**, that the Suffolk County North Fork Preserve County Park Advisory Committee ("the Committee") is hereby established to obtain input from community members and other interested stakeholders, and to provide advisory recommendations to the Department of Parks, Recreation and Conservation, concerning the development and use of the North Fork Preserve County Park; and be it further

2nd **RESOLVED**, that the Committee shall consist of the following eight (8) members:

1. the County Executive, or his or her designee;
2. the County Legislator representing the 1st District, or his or her designee;
3. the Commissioner of the Department of Parks, Recreation and Conservation; or his or her designee;
4. a representative from the Town of Riverhead;
5. a representative from the Northville Civic Association;
6. a representative from the environmental community, to be appointed by the County Legislature;
7. a representative of the surrounding community "at-large", to be appointed by the County Legislature; and
8. a member of the Nassau-Suffolk Horseman's Association.

and be it further

3rd **RESOLVED**, that the Committee shall hold its first meeting no later than 30 days after the oaths of office of all members have been filed, which meeting shall be convened to select a chairperson, vice chairperson and secretary; and be it further

4th **RESOLVED**, that members of the Committee shall serve with no compensation and at the pleasure of their respective appointing authorities; and be it further

5th **RESOLVED**, that the Committee shall hold regular meetings, keep a record of all its proceedings, and determine the rules of its own proceedings with special meetings to be called by the chairperson upon his or her own initiative or upon receipt of a written request therefor signed by at least three (3) members of the Committee. Written notice of the time and place of such special meetings shall be given by the secretary to each member at least four (4) days before the date fixed by the notice for such special meeting; and be it further

6th **RESOLVED**, that five (5) members of the Committee shall constitute a quorum to transact the business of the Committee; and be it further

7th **RESOLVED**, that clerical services involving the month-to-month operation of this Committee, as well as supplies and postage as necessary, will be provided by the staff of the County Department of Parks, Recreation and Conservation; and be it further

8th **RESOLVED**, that the Committee may conduct such informal hearings and meetings at any place or places within the County of Suffolk for the purpose of obtaining necessary information or other data to assist it in the proper performance of its duties and functions as it deems necessary; and be it further

9th **RESOLVED**, that the Committee may delegate to any member of the Committee the power and authority to conduct such hearings and meetings; and be it further

10th **RESOLVED**, that the Committee shall cooperate with the Legislative Committees of the County Legislature and make available to each Committee's use, upon request, any records and other data it may accumulate or obtain; and be it further

11th **RESOLVED,** Committee shall review existing plans and studies related to the proposed development and use of the North Fork Preserve County Park and provide feedback on proposed uses and possible alternative options; and be it further

12th **RESOLVED**, that the Committee shall expire, and the terms of office of its members terminate, three (3) years after the effective date of this Resolution, at which time the Committee shall deposit all records of its proceedings with the Clerk of the Legislature; and be it further

13th **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:

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County Executive of Suffolk County

Date:

s:\res\r-north fork preserve committee

Intro. Res. No. 1563-2014 Laid on Table 6/3/2014
Introduced by Legislator D'Amaro

RESOLUTION NO. -2014, TO REAPPOINT FREDERIC DEFEIS AS A MEMBER OF THE SUFFOLK COUNTY CITIZENS ADVISORY BOARD FOR THE ARTS

WHEREAS, the term of Frederic DeFeis, as a member of the Suffolk County Citizens Advisory Board for the Arts, is set to expire on June 27, 2014; now, therefore be it

1st **RESOLVED**, that Frederic DeFeis, currently residing in Deer Park, New York, is hereby reappointed as a member of the Suffolk County Citizens Advisory Board for the Arts to represent Legislative District No. 17, for a three year term of office to expire on June 27, 2017 pursuant to Section 103-3(A) 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:

Frederic DeFeis

Deer Park, New York
631-

Training

B.A. Degree in English and Speech – Brooklyn College – 1947
M.F.A Degree in Theatre Arts – Fordham University – 1951
Doctoral Courses in Administration – N.Y.U and Hofstra – 1963-1966

Certification

Permanent New York City License to teach speech – Secondary
Permanent New York City License to teach English – Secondary
Permanent New York State License as principal– Secondary

Teaching

- Assistant professor of Theatre (adjunct) Hofstra University-**1975-1980**
- Teacher of English in city schools for 5 years at Eramus H.S, New Utrecht H.S, Washington Irving H.S and Bay Ridge H.S. - **1950-1955**
- Chairman of speech and theatre at Seaford H.S - **1955 – 1980**

Administration

- Professor of speech and theatre at Iona College, New Rochelle **1948 - 1950**
- Director and administrator of theatre department at Duquesne University, Pittsburgh, setting up courses, selecting staff, preparing budgets and handling finances. **1950 – 1952**
- Dean of Discipline for five years at Bay Ridge High School, dealing with hundreds of students of varied sociological and psychological backgrounds. **1950 -1955**
- Assistant Examiner for the New York City Board of Education, working with administrators in the testing and selection of candidates for teaching positions in the New York City Schools. **1952-1957**
- Director and administrator of theatre program for Republic Aviation Corporation, setting up a Theatrical program for industrial personnel. **1958 – 1963**
- Producer – Director of Arena Players – Long Island Repertory Theatre **1950 - Present**

Intro. Res. No. 1564-14 Laid on Table 6/3/14

Introduced by the Presiding Officer on request of the County Executive

RESOLUTION NO. -2014 , ACCEPTING AND APPROPRIATING 100% GRANT FUNDING FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES TO INCREASE THE NUMBER OF CHILD TRAFFICKING VICTIMS IDENTIFIED AND SERVED AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT

WHEREAS, the New York State Office of Children and Family Services (OCFS) has designated Suffolk County Department of Social Services as the recipient of 100% State funding in the amount of $112,500 to implement the Safe Harbour Project to increase the number of child trafficking victims identified and served; and,

WHEREAS, the purpose of the grant is to identify child trafficking victims on a local level, heighten system and community awareness, and to begin to promote policies and practices that gradually reduce it; and,

WHEREAS, this program will provide for a multi-agency task force designed to combat child trafficking by identifying and increasing communication and collaboration among key stakeholders; promoting community awareness about the sexual exploitation of children and available services; enhancing the service provider community's ability to identify, assess and coordinate the delivery of services; and,

WHEREAS, EAC will launch a county-wide media campaign to include public service announcements, advertisements, and community outreach; and

WHEREAS, these funds are available to the Suffolk County Department of Social Services from January 1, 2014 through December 31, 2014 to reimburse the county for services and activities specified herein; and,

WHEREAS, there is no cost to Suffolk County; and,

WHEREAS, it is in the best interest of Suffolk County to accept these funds; now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they are hereby authorized to accept the following funds:

REVENUES:		$112,500
001-3610	STATE AID: Administration	$112,500

2nd RESOLVED, that the total funds in the amount of $112,500 be and hereby appropriated as follows:

ORGANIZATIONS:	$112,500
Department of Social Services Family and Children's Services 001-DSS-6010	
3000 – Supplies, Material & Other	$17,000
3500 – Other: Unclassified	$17,000
4000 – Contractual Expenses	$95,500
4980–XXXX–Education and Assistance Corporation (EAC), Safe Harbour Program	$95,500

And be it further

3rd RESOLVED, that the County Executive and the Commissioner of Social Services be and they are hereby are authorized to execute a contract with the Education and Assistance Corporation, Inc. for the Safe Harbour (Harbor) Program.

4th RESOLVED, that the Reporting Category for the Integrated Financial Management System is F17.

DATED: _____

APPROVED BY: _____
County Executive of Suffolk County

Date of Approval_____

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

2. Title of Proposed Legislation

ACCEPTING AND APPROPRIATING 100% FUNDING FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) TO IMPLEMENT THE SAFE HARBOUR PROGRAM IN THE DEPARTMENT OF SOCIAL SERVICES AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT.

3. Purpose of Proposed Legislation

The purpose of this resolution is to use 100% State aid to improve the County's ability to identify and serve sexually exploited youth by identifying and increasing communication and collaboration among key stakeholders; promoting community awareness about the sexual exploitation of children and available services; enhancing the service provider community's ability to identify, assess and coordinate the delivery of services.

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 5 is "yes", Provide Detailed Explanation of Impact.

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

A 100% State grant provides funding in the amount of $112,500 for a program in Suffolk County operated by the EAC. The contract/program will be terminated if the funds are not re-authorized.

8. Proposed Source of Funding.

NYS OCFS grant with 100% funding.

9. Timing of Impact.

Immediate

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Kenneth Knappe Principal Management Analyst		5/25/14

SCIN FORM 175b (10/95)

Suzanne Martin Suzanne MARTIN 5/29/14
SR. Budget Analyst

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	**$0**	**$0.00**	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NE YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

BACKGROUND:

The New York State Anti-Trafficking Law of 2007 provides a state definition for labor and sex trafficking and authorizes the Office of Temporary and Disability Assistance (OTDA) and the Division of Criminal Justice Services (DCJS) to determine the status of a victim referred under the law and service eligibility. Those services include, but are not limited to, case management, emergency temporary housing, health care, mental health counseling, drug addiction screening and treatment, language interpretation and translation services, job training and placement services, and services to assist the individual and any family members to establish a permanent residence in New York state or the United States. [1]

Prior to the enactment of the Safe Harbour Act sexually exploited youth were treated as criminals. By taking specific legislative action, New York State has made significant strides in the direction of providing care and protection for these minor victims. The Safe Harbour Act defines "sexually exploited child" as, any person under the age of eighteen who has been subject to sexual exploitation because he or she:

(a) is the victim of the crime of sex trafficking as defined in section 230.34 of the penal law;[2]
(b) engages in any act as defined in section 230.00 of the penal law; [3]
(c) is a victim of the crime of compelling prostitution as defined in section 230.33 of the penal law;[4]
(d) engages in acts or conduct described in article two hundred sixty-three or section 240.37 of the penal law.[5]

Once identified, the local district of social services is required to provide protection and services to these minor victims. One such requirement is that local districts are to provide short-term safe housing that offers 24-hour crisis intervention, medical care, and other services to minor victims in their district. To meet this requirement, districts are permitted to coordinate services with other districts in the region or to utilize already existing programs such as respite beds or runaway and homeless youth programs. The Act also requires planning for the different service needs of females, males, and transgender minors.

GUIDELINES FOR COUNTIES:

OCFS, in conjunction with our training partner IOFA, and State partners, plans to work closely with the counties to provide training and technical assistance which will focus upon understanding the unique needs of child victims of human trafficking, developing the skills and

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[1] § 483-BB of Social Services Law (SSL)
[2] N.Y.S. PL § 230.34 Sex Trafficking.
[3] N.Y.S. PL § 230.00 Prostitution.
[4] N.Y.S. PL § 230.33 Compelling prostitution
[5] N.Y.S PL § 240.37 Loitering for the purpose of engaging in the offense of prostitution.

tools necessary to ensure the proper identification of these minor victims, and course of treatment/services.

DISTRIBUTION OF FUNDS:

In SFY 2013-2014, the State allocated $1.65 million to OCFS for sexually exploited children. This funding will be distributed as follows:

Allocations of **$112,500** each will continue to fund the following counties: Erie, Onondaga, Monroe, Westchester. New York City will continue to receive an allocation as well, at a combined level of **$550,000**, to support activities in the Boroughs of the Bronx, Brooklyn, Manhattan, Queens, and Staten Island. The Safe Harbour program will be expanded in SFY 2013-2014 to include three additional counties: Nassau, Suffolk and the St. Regis Mohawk Tribe. Nassau and Suffolk will receive an allocation of $112,500, while St. Regis Mohawk will receive an allocation of $75,000.

OCFS will continue to support a training contract with IOFA at a level of $350,000. Training will continue to be available to county staff, service provides, and State partners. The contract with IOFA will be expanded to support training for staff at Child Advocacy Centers (CACs).

ALLOWABLE USE OF FUNDS:

Services for sexually exploited children created in each target county pursuant to the Safe Harbour Act are to be made available to ***all*** sexually exploited children - female, male, or transgender - whether they are identified voluntarily; as a condition of an adjournment in contemplation of dismissal issued in criminal court (ACD); through the diversion services created under the family court act pursuant to an Article 10 proceeding of the family court act (CPS); a proceeding pursuant to Article 3 of the family court act (JD); or a referral from a local social services agency.[6] Each county may develop programs or services *which include, but are not limited to*, the following:

1. Provide safe long and short term housing for victims, including the use of respite or runaway and homeless youth beds where appropriate for such purpose;
2. Provide intensive case planning to meet the needs of sexually exploited children, including but not limited to, health care, mental health counseling, legal services, immigration relief services, substance abuse treatment, and long-term safe housing planning, to name a few;
3. Provide information on the county website about resources available in the community to serve sexually exploited children, including a plan for updating resources on a regular basis;

[6] See SSL §447-b(2).

4. Promote community awareness about the sexual exploitation of children, including information on identification, referral to services, through community events or other methods of disseminating information;
5. Provide case assessment and referral for services through a multi-disciplinary team approach, including the utilization of Child Advocacy Centers where such exist, to interview potentially sexually exploited children and develop case plans to meet their needs;
6. Create or further develop a community taskforce to address the issue of the sexual exploitation of children on a community-wide basis among all stakeholders, including law enforcement, child welfare staff, runaway and homeless youth shelter staff (where applicable), local service providers, advocates, local school staff, medical providers, and any other community stakeholders;
7. Develop liaisons between the local department of social services and the family court; legal aid society; and district attorney's office to provide referral services for identified sexually exploited minors;
8. Develop programs to help transition sexually exploited youth, when possible, back to their families and communities;
9. Travel to participate in Steering and sub-Committee meetings.

COUNTY SAFE HARBOUR PLANS:

The Safe Harbour Plans must be submitted to OCFS for approval and must include:

a) A brief analysis identifying the communities within the targeted district that potentially have the greatest number of sexually exploited children;
b) The name of each service and program proposed for funding with these funds that the county plans to use for services for sexually exploited children, its provider, the communities and types of children targeted for the services or program, and the projected number of children that will be served;
c) A description of how each service or program will meet the needs of sexually exploited children, state if it is at all family-focused, and detail whether it is capable of being replicated in multiple sites;
d) A description of the demonstrated effectiveness of the proposed service/program, or other justification of why it is proposed for funding;
e) Projected performance outcomes, including estimates of anticipated increase in the ability to identify and serve child victims of sexual exploitation, and other positive outcomes for the children participating in each service/program; and
f) A description of how your county will address the needs of all sexually exploited minors – females, males and transgender victims.

All approved plans will be posted on the OCFS website.

PLAN SUBMISSION:

All plans must be submitted by February 21, 2014, to Karen Berthiaume at Karen.Berthiaume@ocfs.state.ny.us Please enter **"Safe Harbour Plan"** in the email subject field.

OCFS does not anticipate county plans to be lengthy, and we encourage you to limit your plan to no more than 10 pages. OCFS expects to review submitted plans within 14 days of receipt.

CLAIMING:

Claiming instructions will follow under separate cover.

QUESTIONS:

Over the course of the next few weeks as counties are developing their plans, OCFS will schedule a series of conference calls to address any questions about the application process and project implementation. Additionally, please feel free to direct questions about the Safe Harbour Plan and the plan requirements to Karen Berthiaume at Karen.Berthiaume@ocfs.state.ny.us and write "**Safe Harbour Questions"** in the subject field.

April 23, 2014

Mr. John F. O'Neill, Commissioner
Suffolk County Department of Social Services
3085 Veterans Memorial Highway
Ronkonkoma, New York 11779

New York State Office of Children & Family Services

http://ocfs.ny.gov

Andrew M. Cuomo
Governor

Sheila J. Poole
Acting Commissioner

Capital View Office Park

52 Washington Street
Rensselaer, NY
12144-2834

Dear Commissioner O'Neill:

This letter is to inform you that Suffolk County's April 16, 2014 Safe Harbour Plan for Sexually Exploited Children has been approved.

As you know the Office of Children and Family Services (OCFS) has contracted with the International Organization for Adolescents (IOFA) to provide training and technical assistance to participants, such as Suffolk County, which will focus on understanding the unique needs of child victims of human trafficking. The training will provide the skills and tools necessary to ensure that child victims are properly identified, referred, and ultimately receive the appropriate specialized services to which they are entitled under the law.

As a reminder, we ask that you designate a liaison who will participate in the OCFS Statewide Steering Committee. The Steering Committee will provide inter-agency collaborative support and guidance for sustainable implementation. OCFS anticipates Suffolk County's participation as we work with IOFA to develop a child welfare centered response to child trafficking in New York State.

Thank you for your hard work in producing the very best outcomes possible for the youth of New York. We look forward to working with Suffolk County's Department of Social Services to implement the provisions of your Safe Harbour Plan.

Sincerely yours,

Laura M. Velez
Deputy Commissioner

An Equal Opportunity Employer

Cc: Yolanda Desarme, Spring Valley Regional Office
Andrea Straker-Smith, Spring Valley Regional Office

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

JOHN F. O'NEILL
COMMISSIONER

2014 INTERGOVERNMENTAL RELATIONS MEMORANDUM OF SUPPORT

TITLE OF BILL: Accepting and appropriating 100% FUNDING FROM New York State Office of Children and Family Services (OCFS) to implement the Safe Harbour program in the Department of Social Services and Authorize the County Executive and the Commissioner of Social Services to execute a contract.

PURPOSE OR GENERAL IDEA OF BILL: On April 29, 2014, the Department of Social Services, Division of Family and Children's Services, received notification from the New York State Office of Children and Family Services that Suffolk County was awarded 100% funding in the amount of $112,500 to be used to identify child trafficking victims on a local level, heighten system and community awareness, and to begin to promote policies and practices that gradually reduce it.

SUMMARY OF SPECIFIC PROVISIONS: This resolution allows DSS to accept and appropriate 100% grant funding and use that to offset a portion of permanent salary as well as enter into an agreement with EAC. EAC, through coordinated efforts with DSS will launch a county-wide media campaign to include public service announcements, advertisements, and community outreach to assist these individuals.

JUSTIFICATION: The purpose of this resolution is to use 100% State aid to improve the County's ability to identify and serve sexually exploited youth by identifying and increasing communication and collaboration among key stakeholders; promoting community awareness about the sexual exploitation of children and available services; enhancing the service provider community's ability to identify, assess and coordinate the delivery of services.

FISCAL IMPLICATIONS: A 100% State grant provides funding for $112,500 for a program in Suffolk County operated by the EAC. The contract/program will be terminated if the funds are not re-authorized.

P.O. BOX 18100
HAUPPAUGE, NY 11788-8900

www.suffolkcountyny.gov/departments/socialservices

COUNTY OF SUFFOLK

STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF SOCIAL SERVICES

JOHN F. O' NEILL
Commissioner

Memorandum

To: Jon Schneider, Deputy County Executive

From: John F. O' Neill, Commissioner
Department of Social Services

Date: May 29, 2014

Subject: **REQUEST FOR LEGISLATIVE RESOLUTION:**
Accepting 100% funding from the NYS OCFS to implement the Safe Harbour Program and execute a contract.

I am requesting that the attached legislative resolution be submitted at the next meeting of the Suffolk County Legislature.

ACCEPTING AND APPROPRIATING 100% GRANT FUNDING FROM THE NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES TO THE SUFFOLK COUNTY DEPARTMENT OF SOCIAL SERVICES TO INCREASE THE NUMBER OF CHILD TRAFFICKING VICTIMS IDENTIFIED AND SERVED AND AUTHORIZING THE COUNTY EXECUTIVE AND THE COMMISSIONER OF SOCIAL SERVICES TO EXECUTE A CONTRACT

On April 29, 2014, the Department of Social Services, Division of Family and Children's Services, received notification from the New York State Office of Children and Family Services that Suffolk County was awarded 100% funding in the amount of $112,500 to be used to identify child trafficking victims on a local level, heighten system and community awareness, and to begin to promote policies and practices that gradually reduce it.

Attached please find the above referenced resolution, the introduction form (SCIN Form 175a), the fiscal impact statement (SCIN Form 175b), and the grant approval letter from NYS. The copies relating to this resolution are titled "Reso-DSS-Safe Harbour Program 2014." If you have any questions, please contact Kenneth Knappe at 854-9939.

Enc.

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

ec: CE Reso. Review Distribution List

BOX 18100 **HAUPPAUGE, N.Y. 11788 – 8900** **(631)854-9935**

1565

Intro. Res. No. -2014 Laid on Table 6/3/14
Introduced by Legislator Anker

RESOLUTION NO. -2014, RE-APPOINTING MEMBER TO THE SUFFOLK COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES (ANNE SHYBUNKO-MOORE)

WHEREAS, Resolution No. 380-2012 appointed **Anne Shybunko-Moore** to the Board of Trustees of the Suffolk County Community College for a term to expire on June 30, 2019; and

WHEREAS, the Community College advised this Legislature by a letter dated May 27, 2014 that **Anne Shybunko-Moore** was absent from four (4) consecutive meetings of the Board of Trustees; therefore, pursuant to § C23-3 of the SUFFOLK COUNTY CHARTER, her seat on the Board of Trustees is deemed vacant; and

WHEREAS, this Legislature determines that at least one of Ms. Shybunko-Moore's absences could have been excused for just cause; and

WHEREAS, **Ms. Shybunko-Moore** wishes to remain on the College's Board of Trustees; and

WHEREAS, **Ms. Shybunko-Moore** has proven to be an effective advocate for the College; now, therefore be it

1st **RESOLVED**, that **Anne Shybunko-Moore** of Hauppauge, NY 11788 is hereby re-appointed as a member of the Board of Trustees of the Suffolk County Community College, pursuant to Section 6306(1) of the New York Education Law, said term to expire on June 30, 2019; 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 AND SECTION 6306(1) OF THE NEW YORK EDUCATION LAW

s:\res\r-reappt-sccc-shybunko-moore

Anne D. Shybunko-Moore

Hauppauge, NY 11788

516-

President and Owner of GSE Dynamics Inc., a defense manufacturing company, supplying structural parts to all branches of the Government. Leadership skills that focus on collaboration and long term vision to grow the business and provide a stable and healthy working environment. Provide leadership to the business and industry community, with a focus on work force training and advocacy for manufacturing and small businesses. Represent Long Island at a Federal level in terms of government contracting and advocacy, and serve as an example of work-life balance for women in the corporate environment.

Education:

University of Maryland at Baltimore

- Masters – Physical Therapy M.P.T. Neurology Concentration – 1996
- Bachelors – Physical Therapy B.S. – 1994

Franklin and Marshall College, Lancaster PA

- Bachelors – Biology B.A. 1993

Employment:

GSE Dynamics Inc. 2001-Present (Parent Company) – President and Owner

Oversight of all operational duties associated with managing the company. Focus on post award production, and expansion of capabilities within customer base. Full service engineering and manufacturing company engaged in the manufacture, assembly, and testing of military mechanical and structural components and assemblies.

- **GSE Composites Inc.** 2005- Present

  A division located in Hauppauge, NY with a specialty in fiberglass and composite products to manufacture parts specifically for the US Navy Submarines.

- **GSE Southern Composites Inc.** 2003- Present

  A division located in Comer, GA with a focus on expanding composite aircraft manufacturing capability.

Genesis Eldercare Rehabilitation 1996-2001

1999-2001 – Director of Rehabilitation – Lorien, Mt. Airy, MD

Responsible for development of rehabilitation department within a new construction site for multi level geriatric care facility, and implementing initial process and procedures. Responsible for direct communication with insurance companies and Medicare. Facilitating patient care plan meetings with families and team members to maximize quality of life issues.

1996-1999- Physical Therapist, Catonsville, MD

Practiced as Physical Therapist with diverse caseload neurology, orthopedics, and general mobility. Practiced in both outpatient- rehab and home health settings. Supervised other members of the rehab team and facilitated continuing education workshops.

Organizations and Leadership:

Long Island Regional Economic Development Council – August 2011 to Present
Address strategic planning for the region by encouraging community driven projects with focus on economic development, job growth, and implementation of a collaborative plan to enable Long Island to be a leader and economic driver for the state.

Chairwoman of Congressional Task Force for Manufacturing – Dec 2010 to Present
Congressman Steve Israel's Congressional Advisory Task Force serves as a team of Long Island based manufacturing industry leaders who provide feedback and recommendations on current and pending legislation that impacts the manufacturing community. The Advisory Task Force also recommends legislative ideas that will help spur economic growth and promote business on Long Island.

Suffolk County Community College Foundation Board of Directors – Sept 2009 to Present
Assist the college in its mission to provide the highest quality of academics, and develop resources to enable the college to meet the needs of the students, staff, and community. Specific focus on workforce training, and the importance of filling Long Island's pipeline for industry

Hauppauge Industrial Association Board of Directors – November 2008 to Present
Chairperson of Manufacturing Committee, coordinate meetings and act as resource to the manufacturing community, act as a liaison between industry and educators to address workforce training needs, and educate industry on state and federal programs for support.

Long Island Forum for Technology Board of Directors – October 2009 to Present
Represent the manufacturing community in addressing industry needs as the MEP (Manufacturing Extension Partner), looking at opportunities for expanding regional capability in manufacturing to keep Long Island's competitive market.

Brookhaven Memorial Hospital Board of Directors – July 2007 to Jan 2011
Represent the vision and mission as a community hospital in the region. Utilize my medical background to address the needs for efficiency and quality in the health care sector, and assess opportunities to expand core competencies in cardiac care and joint replacement.

National Association of Women Business Owners/LI - President June 2004 – June 2006
Member since 2001. Active in establishing alliances with educational and corporate partners to further create a forum where women business owners can discuss business matters and act as mentors to young women and emerging business owners.

Small Business Advisory Council- Congressman Steve Israel, Hauppauge, NY 2005- 2007
Functions to address local business matters affecting small businesses and provide feedback on critical issues for Long Island Business Community.

Alumni Leadership Team – The Stony Brook School 2005-2007
Functions to continue the mission of the school, addresses the financial health of the school, maintains alumni relations, uphold the motto "Character Before Career"

Achievements:

- 2009 Enterprising Magazine Woman of the Year Award
- 2009 LIBN Long Island Top 50 Women
- 2008 SCCC Manufacturing Workforce Leadership Award for Excellence
- 2006 Defense Logistics Agency (DLA) Awarded for Outstanding Readiness Support for Woman Owned Business (GSE Recognition)
- 2006 Executive Leadership Award for Business Leadership
- 2006 LIBN Long Island 40 Rising Stars under 40
- 2006 March of Dimes Woman of Distinction
- 2005 LIBN Long Island Top 50 Women
- 2003-2006 Defense Supply Center Richmond- Automated Best Value System Award for Quality and Delivery (GSE Recognition)
- 2003 National Association of Women Business Owners / Long Island Chapter Top Woman Business Owner

License and Certifications:

- Powered Industrial Trucks, Operator Certification
- AED (Defibrillator), Certification
- Registered Amateur Boxer – Fight for Charity
- New York State Licensed Physical Therapist

1566

Intro. Res. No. -2014

Laid on Table 6/3/14

Introduced by Legislator Kennedy

RESOLUTION NO. -2014, TO APPOINT DEBORAH SCHAARSCHMIDT AS A MEMBER OF THE SUFFOLK COUNTY CITIZENS ADVISORY BOARD FOR THE ARTS

WHEREAS, a vacancy currently exists on the Citizens Advisory Board for the Arts, Legislative District No. 12; now, therefore be it

1st **RESOLVED**, that **Deborah Schaarschmidt**, currently residing in Centereach, New York, is hereby appointed as a member of the Suffolk County Citizens Advisory Board for the Arts to represent Legislative District No. 12, for a three year term of office to expire three (3) years from the effective date of this resolution, pursuant to Section 103-3(A) 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-schaarschmidt-citizens-arts-advisory

Deb Schaarschmidt

Centereach, Ny 11720
631 com

Experience

1992 - Present

- Owner, CEO and violinist of Dolce Amore Strings
- Private violin/viola instructor
- Member of NYSSMA

2013 - Present

- Director for Centereach Civic Association
- Member of Middle Country Chamber of Commerce
- Violinist with South Shore Symphony

Education

- 1988-1990 California State Stanislaus
- 1990-1992 BA in Music at SUNY Stony brook

Skills

- I enjoy playing Bluegrass and Jazz music as a violinist and vocalist.
- Classical music is my first love and I enjoy Symphonic playing, chamber music as well as performing solo violin repertoire.
- Running a successful business and hiring musicians to play for weddings, corporate events and anniversaries is a long time passion of mine.
- I am an excellent teacher and take pride in connecting to each student individually and guiding them to their full potential..
- I work closely with Director of Music Diana Cook and former Director of music Marc Greene, Deputy Superintendent Francine MacMahon and School Board President Karen Lessler.
- I am very active in the community and am happy to have the privilege to work with Dianne Cardulo at the Centereach Civic and Town Councilman Kevin LaValle.

1567

Intro. Res. No. -2014 Laid on Table 6/3/14

Introduced by Presiding Officer Gregory

RESOLUTION NO. -2014, UPDATING COUNTY'S INVESTMENT POLICY

WHEREAS, Section 39 of NEW YORK GENERAL MUNICIPAL LAW requires local governments to adopt a comprehensive investment policy which details the local government's operation policy and instructions to officers and staff regarding the investments, monitoring and reporting of funds; and

WHEREAS, the County Treasurer and the County's Financial Advisor have recommended updating the County's Investment Policy to authorize additional investment options that are legally permitted, and, if properly utilized, could provide prudent diversification and additional investment yield to the County; now, therefore be it

1st **RESOLVED**, that Chapter 981 of the SUFFOLK COUNTY CODE is hereby amended as follows:

CHAPTER 981: INVESTMENT POLICY

* * * *

§ 981-7. Designation of depositories; <u>deposit placement program authorized.</u>

<u>A.</u> The banks and trust companies authorized for the deposit of County monies are designated each year at the organizational meeting of the Suffolk County Legislature

<u>B.</u> <u>The banks and trust companies authorized for the deposit of County monies are hereby authorized to arrange for the redeposit of the County's monies in one or more banking institutions, as defined in § 9-r of NEW YORK BANKING LAW, for the account of the County through a deposit placement program that meets all of the conditions set forth in § 10(2)(a)(ii) of NEW YORK GENERAL MUNICIPAL LAW.</u>

§ 981-8. Collateralizing of deposits.

A. In accordance with the provisions of General Municipal Law § 10, all deposits of Suffolk County, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of the Federal Deposit Insurance Act shall be secured by:

(1) A pledge of eligible securities with an aggregate market value, as provided by General Municipal Law § 10, equal to the aggregate amount of deposits from the categories designated in Appendix A to the policy.

(2) An eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed-upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.

(3) An irrevocable letter of credit issued in favor of the County by a federal home loan bank whose commercial paper and other unsecured short term debt obligation are rated in the highest rating category by at least one nationally recognized statistical rating organization payable to the County of the aggregate amount for the County deposits and the agreed upon interest, if any.

B. Any surety bond provided in compliance with the investment policy shall be delivered to the Suffolk County Treasurer's office prior to or concurrent with the deposit of monies in that financial institution.

* * * *

§ 981-10. Permitted investments.

A. As authorized by General Municipal Law § 11, Suffolk County authorizes the Treasurer to invest monies not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

(1) Special time deposit accounts.

(2) Certificates of deposit.

(3) Obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America.

(4) Obligations of the State of New York, to the extent that no more than 25% of invested monies shall be invested in obligations of the State of New York.

(5) Obligations issued pursuant to Local Finance Law § 24 or 25 (with approval of the State Comptroller) by any municipality school district or district corporation other than Suffolk County, to the extent that no more than 15% of invested monies shall be invested in obligations issued pursuant to Local Finance Law § 24 or 25.

(6) Participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5-G of the General Municipal Law where such program meets all the requirements set forth in the Office of the State Comptroller Opinion No. 88-46 and the specific investment program has been authorized by the County Legislature, to the extent that no more than 15% of invested monies, exclusive of trust and agency funds, shall be invested in obligations issued by any one approved cooperative investment program.

(7) Tax Anticipation Notes and Reserve Anticipation Notes issued by any municipality or school district in New York State.

B. All investment obligations shall be payable or redeemable at the option of the County of Suffolk within such times as the proceeds will be needed to meet expenditures for

purposes for which the monies were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the County of Suffolk within two years of the date of purchase. The investment maturities of monies invested from current operating funds shall be limited to 12 months or less, while the maturities of monies invested from budgetary reserve funds shall be limited to 20 months or less.

* * * *

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-investment policy

1568

Intro Res. No. ____-2014 Laid on Table 6/3/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, APPROVING THE REAPPOINTMENT OF RABBI DR. STEVEN A. MOSS AS CHAIR OF THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, Rabbi Dr. Steven A. Moss's term of office as Chair of the Suffolk County Human Rights Commission expired on May 31, 2014; now, therefore be it

1st **RESOLVED**, that the reappointment of Rabbi Dr. Steven A. Moss of Holbrook, New York, 11741, as the Chair of the Suffolk County Human Rights Commission for a term of office expiring May 31, 2015, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Chapter 119 of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

RABBI DR. STEVEN A. MOSS, CHAIRPERSON, was appointed to the Human Rights Commission in 1992. Rabbi Moss has served at the B'nai Israel Reform Temple in Oakdale as its spiritual leader since 1972. He was initially appointed Chairperson of the County's Anti-Bias Task Force by former County Executive Patrick Halpin, and has been appointed Chair (and later Co-Chair) of the Task Force for each of the subsequent years by County Executives Robert Gaffney and Steve Levy. He serves as Chief of Chaplains for the Suffolk County Police Department, the Chiefs of Police Association, the Police Association, and serves as chaplain to many local hospitals and senior facilities. He received his undergraduate degree from New York University, and his graduate degrees and ordination from the Hebrew Union College in New York. He was the recipient of the District Attorney's Distinguished Citizen Award, and Chaplain of the Year 1987 and Rabbi of the Year 2007 awards, given by the New York Board of Rabbis. In 2009, he received the Lehman-LaGuardia Award for Civic Achievement. In 2003, he was appointed to the Board of the Suffolk Center on the Holocaust, Diversity, and Human Understanding. He is the longest sitting member of the Islip Town Board of Ethics. He is Chair of the Islip Town Anti-Bias Task Force and Vice Chair of the Suffolk Center for the Holocaust, Diversity and Human Understanding.

Holbrook, NY 11741

Phone 631-
Fax 631-
Cell: 631-
Email:s t

Rabbi Dr. Steven Moss

Education

2000 Long Island University
Advanced Certificate in Gerontology

1999 Hebrew Union College New York
Doctor of Divinity

1996 – 1999 Hebrew Union College New York
Doctor of Ministry

1996 – 1998 Postgraduate Center for Mental Health New York
Certificate of Training in Pastoral Counseling

1974-1975 NYU Medical Center; Memorial Sloan-Kettering Cancer Center
2 Units of Clinical Pastoral Education

1974 Hebrew Union College New York
Ordination and Master of Hebrew Letters

1965 – 1969 New York University, University Heights New York
Bachelor of Arts

Professional experience

1972 – to present B'nai Israel Reform Temple Oakdale
Rabbi

1971 – to present New York Board of Rabbis
Chaplain: Currently: Good Samaritan Hospital (West Islip), Southside Hospital (Bay Shore), Brookhaven Memorial Hospital (Patchogue), and many local nursing and adult homes; Chaplaincy Coordinator for Suffolk County

Previously, Sloan-Kettering Cancer Center (1971-2000)

New York Board of Rabbis
Pastoral Care Coordinator, Suffolk County

Additional professional activities

Chairperson, Suffolk County Human Rights Commission

Co-Chairperson, Suffolk County and Islip Town Anti-Bias Task Forces

Founder and Director of STOPBIAS

Chief of Chaplains, Suffolk County Police Department

Chaplain, Suffolk County Police Association, Chiefs of Police Association

Board of Governors, New York Board of Rabbis

President, Suffolk County Board of Rabbis

Founder, Jewish Hospice Referral Service

Vice-chair, Suffolk County Center for the Holocaust, Diversity, and Human Understanding

Professional memberships

New York Board of Rabbis

Long Island Board of Rabbis

Suffolk Board of Rabbis

Central Conference of American Rabbis

National Association of Jewish Chaplains

Community activities

Past President, Suffolk County Board of Rabbis

Past President, Suffolk County Jewish Communal Planning Council

Past President, Sayville Area Clergy Association

Member, Islip Town Board of Ethics

Founding Member, Oakdale-Bohemia Anti-Bias Task Force

References

Upon request

Awards received

2009, Lehman-Laguardia Award from Order of the Sons of Italy and B'nai B'rith

2008, New York Board of Rabbis, Rabbi of the Year

2004, Maxine Postal Award for Human Dignity, Suffolk Community Council

2000, Humanitarian Award from the Suffolk County Executive

1997, Suffolk County District Attorney's Distinguished Citizen Award

1994, Israel and Libby Moshowitz Award from the NYBR

1990, Myrtle Leaf Award from Hadassah

1987, New York Board of Rabbi's Chaplain of the Year Award

1980, Who's Who in American Jewry

1976, UJA-Federation Award for Community Service

1569

Intro Res. No. ____-2014 Laid on Table 6/3/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, APPROVING THE REAPPOINTMENT OF MICHELE T. DEL MONTE TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 9, held by Michele T. Del Monte expired May 31, 2014; now, therefore be it

1st **RESOLVED**, that the reappointment of Michele T. Del Monte of Old Mastic Beach, New York, 11951, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 9 for a term of office expiring May 31, 2017, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

MICHELE T. DEL MONTE was reappointed to the Commission in April 2002, having previously served from 1993 to 1997. Ms. Del Monte's background, training and experience are in public policy, health sciences, education and human services – including advocacy on aging, disability, health, housing and poverty issues. She has served on the Board of the Middle Country Library Foundation, Renewal Resources Board, and the Long Island Task Force on Literacy. In 2006, she helped the Council establish a Network of Women with Disabilities to increase access to health care through print material, health literacy, and physical accessibility to health providers' offices. Ms. Del Monte is an active member of the Commission's Awards, Education, Health, Housing, Immigration and Junior Human Rights Committees, and chairs the Employment Committee. Ms. Del Monte is a past member of the Insurance Committee of the Suffolk County Minority Health Action Coalition; the Diversity Committee of the Association of Fund Raising Professionals of LI; and, the Suffolk County Women's Advisory Council. Ms. Del Monte is a member of the Community Leaders Advisory Committee of the Stony Brook University Medical Center, and the President's Multi-Cultural Advisory Council at SUNY Stony Brook. In September 2010, Ms. Del Monte became a Literacy Volunteer and recently became a member of the Steering Committee of the Community Family Literacy Project of the Mastic, Moriches and Shirley Community Library.

Michele T. Del Monte

Old Mastic Beach NY 11951
631-

Advocacy, Development and Planning

Suffolk County Office of Handicapped Services, *Hauppauge, NY*
Community Organization Specialist. *1998 to Present*
Establish and maintain contact with public and private agencies coordinating efforts to maximize community involvement. Provide professional and technical assistance in identifying and meeting community needs, particularly people with disabilities. Designed, developed and implemented on-line resource and statistical database for County Office of Handicapped Services staff.

Suffolk Community Council, Inc., *Hauppauge, NY*
Director CRISS/CROSS Project. *1994 to 1998*
Developed a Request for Proposal released by Suffolk County for communities involved in the redesign of community-based, family-centered and integrated health and human services. Identified reinvestment dollars to support the project communities. Successfully developed and secured State funding for the Suffolk County School-Community Partnership.

Catholic Charities, *Hicksville NY*
Developer, Advocacy and Social Policy. *1989 to 1994*
As part of a development team, organized and trained members of bi-county community-based parish network in providing services to economically disadvantaged residents. Designed the initial bi-county public policy network integrating multiple diocesan components. Secured three New York State grants for outreach activities and policy development.

Suffolk Independent Living Organization, Inc., Medford, NY
Services Director. 1984 to 1989
Initiated staff development, supervision and administration of all direct consumer services for people with disabilities. Participated as a trainer at Statewide workshops on advocacy, income security and policy analysis.

Adjunct Instructor in Allied Health Sciences and Gerontology

Long Island University, Southampton Campus: 1993 to 2000
Molloy College, Rockville Centre NY: 1979 to 1984
Nassau Community College, Garden City NY: 1980 to 1984

Clinical and Research Laboratory Sciences 1972 to 1980

Nassau County Medical Center, East Meadow NY
Mercy Hospital Medical Center, Rockville Centre, NY
North Shore University Medical Center, Manhasset, NY

Michele T. Del Monte

Education

HIV AIDS Testing/Counseling Certificate, 1989: New York State Department of Health
MS: St. John's University, Jamaica, NY
BS: State University of New York at Stony Brook, NY

Affiliations

Advocates Senior Policy Alert, Washington, DC (1988 to 2002)
Association of Fund Raising Professionals of LI, Diversity Committee (2009)
Berekah Advisory Board (1981 to 1984)
Health & Human Services Program Committee, Catholic Charities (1994 to 1997)
Middle Country Library Foundation Board (1999 to Present)
Renewal Resources Advisory Board (1995 to Present)
Retired and Senior Volunteer Program Advisory Board (1993 to 1994)
Suffolk County Human Rights Commissioner (1993 to 1997: 2001 to Present)
Suffolk County Handicapped Advisory Board (1993 to 1998)
Suffolk County Minority Health Action Coalition (2007 to Present)
Suffolk County Social Services Commissioner's Advisory Council (1994 to 2008)
Suffolk County Women's Advisory Commission (1996 to 1997)
United States Food & Drug Administration Advisory Panel (1988 to 1992)

Awards

2006 The Maxine Postal Award for Human Dignity
2005 Disability Mentoring Day, Advocate of the Year
2003 Trustee Award, SILO's Barrier Buster Awards
2001 Congressional Recognition for Community Service
1992 Zonta Woman of the Year (Suffolk Chapter)
1988 Disabled Woman of the Year, Pilot Club of Patchogue
1987 Education Outreach Award, Kings Park Psychiatric Center
1986 Communications Award, LI Easter Seal Society

Reference furnished upon request.

1570

Intro Res. No. ____-2014 Laid on Table 6/3/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, APPROVING THE REAPPOINTMENT OF CAROLYN G. PEABODY TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 13, held by Carolyn G. Peabody expired May 31, 2014; now, therefore be it

1st **RESOLVED**, that the reappointment of Carolyn G. Peabody of Orient Point, New York, 11957, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 13 for a term of office expiring May 31, 2017, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

CAROLYN G. PEABODY, PH. D., L.C.S.W., A.C.S.W., is Assistant Dean for East End Initiatives and Clinical Associate Professor at the School of Social Welfare, Stony Brook University. Dr. Peabody earned her Bachelor of Arts Degree from Fordham University in 1978, her Master of Social Work Degree from Stony Brook University in 1986 and her Doctorate in Sociology from Stony Brook University in 1998. She was appointed to the Commission in 1997 and is the Commission's liaison to the Southold Town Anti-Bias Task Force. Throughout her career, Dr. Peabody has worked to fight inequality and to support the empowerment of disenfranchised, stigmatized and oppressed individuals and communities. As a graduate student, she did her internship with the Suffolk County Human Rights Commission and the Sayville Project, an advocacy/empowerment community based program that assists people who have been involved in the public mental health system. Dr. Peabody was awarded a National Institute of Mental Health Traineeship and Clinical Training Fellowship which supported her work training and developing an advocacy/empowerment practice curriculum for graduate social work students working in the public mental health system. Dr. Peabody joined the faculty of Stony Brook University's School of Social Welfare in 1989. Since that time, Dr. Peabody has chaired and served on many committees and working groups charged with working for human and civil rights. For example, she served as the advisor to the Lesbian, Gay, Bisexual Social Worker Caucus, she co-chaired the Suffolk County and NYS NASW Lesbian & Gay Issues Committee, cochaired the Lesbian, Gay, Bisexual Faculty Staff Network and served on the Steering Committee for the President Clinton's Initiative on Race at Stony Brook. She served on the University President's Advisory Council on Diversity. Dr. Peabody also has served in various leadership capacities with community-based anti-bias organizations. She has served as chair and Vice-Chair the Southold Town Anti-Bias Task Force and as Co-Chair of the Administration of Justice Committee of the Suffolk County Human Rights Commission. In addition, Dr. Peabody has maintained a psychotherapy practice for the last 15 years, working predominantly with women and lesbians. She lives with Diane, her partner and recent spouse of 26 years in Orient Point, NY. She has 2 stepsons, David, a social work administrator with a large agency serving the greater New York area and Eric, a paralegal, part-time film maker and film festival organizer.

Intro Res. No. 1571-2014 Laid on Table 6/3/14
Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, APPROVING THE REAPPOINTMENT OF RABBI DR. STEVEN MOSS TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 6, held by Rabbi Dr. Steven Moss expired May 31, 2014; now, therefore be it

1st **RESOLVED**, that the reappointment of Rabbi Dr. Steven Moss of Holbrook, New York, 11741, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 6 for a term of office expiring May 31, 2017, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code.

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

RABBI DR. STEVEN A. MOSS, CHAIRPERSON, was appointed to the Human Rights Commission in 1992. Rabbi Moss has served at the B'nai Israel Reform Temple in Oakdale as its spiritual leader since 1972. He was initially appointed Chairperson of the County's Anti-Bias Task Force by former County Executive Patrick Halpin, and has been appointed Chair (and later Co-Chair) of the Task Force for each of the subsequent years by County Executives Robert Gaffney and Steve Levy. He serves as Chief of Chaplains for the Suffolk County Police Department, the Chiefs of Police Association, the Police Association, and serves as chaplain to many local hospitals and senior facilities. He received his undergraduate degree from New York University, and his graduate degrees and ordination from the Hebrew Union College in New York. He was the recipient of the District Attorney's Distinguished Citizen Award, and Chaplain of the Year 1987 and Rabbi of the Year 2007 awards, given by the New York Board of Rabbis. In 2009, he received the Lehman-LaGuardia Award for Civic Achievement. In 2003, he was appointed to the Board of the Suffolk Center on the Holocaust, Diversity, and Human Understanding. He is the longest sitting member of the Islip Town Board of Ethics. He is Chair of the Islip Town Anti-Bias Task Force and Vice Chair of the Suffolk Center for the Holocaust, Diversity and Human Understanding.

Holbrook, NY 11741

Phone 631-
Fax 631-
Cell: 631-
Email:s

Rabbi Dr. Steven Moss

Education

2000 Long Island University
Advanced Certificate in Gerontology

1999 Hebrew Union College New York
Doctor of Divinity

1996 – 1999 Hebrew Union College New York
Doctor of Ministry

1996 – 1998 Postgraduate Center for Mental Health New York
Certificate of Training in Pastoral Counseling

1974-1975 NYU Medical Center; Memorial Sloan-Kettering Cancer Center
2 Units of Clinical Pastoral Education

1974 Hebrew Union College New York
Ordination and Master of Hebrew Letters

1965 – 1969 New York University, University Heights New York
Bachelor of Arts

Professional experience

1972 – to present B'nai Israel Reform Temple Oakdale
Rabbi

1971 – to present New York Board of Rabbis

Chaplain: Currently: Good Samaritan Hospital (West Islip), Southside Hospital (Bay Shore), Brookhaven Memorial Hospital (Patchogue), and many local nursing and adult homes; Chaplaincy Coordinator for Suffolk County

Previously, Sloan-Kettering Cancer Center (1971-2000)

New York Board of Rabbis
Pastoral Care Coordinator, Suffolk County

Additional professional activities

Chairperson, Suffolk County Human Rights Commission

Co-Chairperson, Suffolk County and Islip Town Anti-Bias Task Forces

Founder and Director of STOPBIAS

Chief of Chaplains, Suffolk County Police Department

Chaplain, Suffolk County Police Association, Chiefs of Police Association

Board of Governors, New York Board of Rabbis

President, Suffolk County Board of Rabbis

Founder, Jewish Hospice Referral Service

Vice-chair, Suffolk County Center for the Holocaust, Diversity, and Human Understanding

Professional memberships

New York Board of Rabbis

Long Island Board of Rabbis

Suffolk Board of Rabbis

Central Conference of American Rabbis

National Association of Jewish Chaplains

Community activities

Past President, Suffolk County Board of Rabbis

Past President, Suffolk County Jewish Communal Planning Council

Past President, Sayville Area Clergy Association

Member, Islip Town Board of Ethics

Founding Member, Oakdale-Bohemia Anti-Bias Task Force

References

Upon request

Awards received

2009, Lehman-Laguardia Award from Order of the Sons of Italy and B'nai B'rith

2008, New York Board of Rabbis, Rabbi of the Year

2004, Maxine Postal Award for Human Dignity, Suffolk Community Council

2000, Humanitarian Award from the Suffolk County Executive

1997, Suffolk County District Attorney's Distinguished Citizen Award

1994, Israel and Libby Moshowitz Award from the NYBR

1990, Myrtle Leaf Award from Hadassah

1987, New York Board of Rabbi's Chaplain of the Year Award

1980, Who's Who in American Jewry

1976, UJA-Federation Award for Community Service

1572

Intro Res. No. ____-2014 Laid on Table 6/3/2014

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, APPROVING THE REAPPOINTMENT OF LYNDA PERDOMO-AYALA TO THE SUFFOLK COUNTY HUMAN RIGHTS COMMISSION

WHEREAS, pursuant to Chapter 119 of the Suffolk County Code, section 119-4(A), the County Executive shall appoint members of the Human Rights Commission, subject to the consent and approval of the Legislature; and

WHEREAS, the position of Commissioner No. 7, held by Lynda Perdomo-Ayala expired May 31, 2014; now, therefore be it

1st **RESOLVED**, that the reappointment of Lynda Perdomo-Ayala of Port Jefferson Station, New York, 11776, as a member of the Suffolk County Human Rights Commission to the position of Commissioner No. 7 for a term of office expiring May 31, 2017, be and the same hereby is approved; said reappointment having been made by the County Executive pursuant to the provisions of Section 119-4(A) of the Suffolk County Code.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date:

LYNDA PERDOMO-AYALA, LMSW, VICE CHAIR, was appointed to the Commission in 2002 and was elected Vice Chair in 2003. She is a graduate of Adelphi University, the School of Social Welfare at Stony Brook University, and holds a certification in conflict resolution from Cornell University. Ms. Perdomo-Ayala is the Administrator to the Department of Pharmacological Sciences at Stony Brook University's Medical Center. At Stony Brook, she also serves as advisor to the Latin American Student Organization, is a member and Chair of the advisory board of the Latin American and Caribbean Studies Center, is a member of the Multicultural Woman's Alliance and serves as a member of the University's President and Provost Diversity Council. She has worked extensively in the community as a member of the National Association of Puerto Rican and Hispanic Social Workers, the National Conference of Puerto Rican Women, Inc., and the Suffolk County Executive's Hispanic Advisory Board, and she is a board member, former President, of the Victims Information Bureau of Suffolk, Inc. Ms. Perdomo-Ayala has received numerous awards and honors, including the "Woman of Distinction" Award from La Union de Mujeres Americanas in Ponce, Puerto Rico, and a Certificate of Appreciation from the Bethel AME Church of Setauket for her outstanding service and commitment to the community. In 2011, she was honored with a Special Recognition Award by Adelante of Suffolk County, Inc., for their 45th Puerto Rican/Hispanic Day Parade. She received recognition from Stony Brook University for her 29 years of service to the institution, and in October, 2103 she was honored by the SUNY Chancellor with the Chancellor's Award for Excellence in Professional Service in the State University system. She was a recipient of the New York State Social Worker of the Month Award, was named Local Hero by Bank of America, Distinguished Social Worker by the National Association of Social Workers, and the Latino Social Work Task Force. In May 2013 she was inducted into the Class of 2013 – Top Advocates for Latino Empowerment on Long Island. In addition, she represents the Human Rights Commission on the Suffolk County Women's Advisory Commission serving the women of Suffolk County. She is an educator, mentor, and a committed activist for all underserved communities, and as Vice Chair of the Commission, she heads its Administrative Committees which oversees the heads of the following committees: Justice, Awards Dinner, Education, Employment, Health, Housing, Immigration and Junior Human Rights.

1573

Intro. Res. No. -2014 Laid on Table 6/3/13

Introduced by Legislator Browning

RESOLUTION NO. –2014, ADOPTING LOCAL LAW NO. -2014, A CHARTER LAW TO CLARIFY THE COUNTY'S PROCEDURE FOR DISPOSING OR TRANSFERRING SURPLUS PERSONAL PROPERTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2014 a proposed local law entitled, "**A CHARTER LAW TO CLARIFY THE COUNTY'S PROCEDURE FOR DISPOSING OR TRANSFERRING SURPLUS PERSONAL PROPERTY**"; 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 CLARIFY THE COUNTY'S PROCEDURE FOR DISPOSING OR TRANSFERRING SURPLUS PERSONAL PROPERTY

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 County of Suffolk has enacted several laws and resolutions that govern the sale and/or disposal of surplus County personal property.

This Legislature further finds the County's rules for disposing of surplus personal property should be consolidated and clarified for the purposes of extending the useful life of the surplus property and maximizing the economic return to for County taxpayers.

Therefore, the purpose of this law is to consolidate and clarify the County's procedures for disposing of surplus personal property.

Section 2. Repeal.

Article II of Chapter 1060 of the Suffolk County Code and Resolution No. 708-2003 are hereby repealed in their entirety.

Section 3. Amendments.

I. ARTICLE VIII of the SUFFOLK COUNTY CHARTER is hereby amended as follows:

Article VII. Department of Public Works

* * * *

Section 8-4. Divisions established.

* * * *

C. There shall also be a Division of Purchasing the head of which shall be the Director of Purchasing. He or she shall be appointed by the Commissioner of Public Works and shall serve at the pleasure of the Commissioner of Public Works. The Commissioner may, within appropriations provided, appoint and remove such officers and employees as may be provided for in the annual County operating budget. Except as otherwise provided in this Charter or by local law, the Division of Purchasing shall have the following powers, duties and responsibilities:

* * * *

(2) Declare County personal property to be surplus or obsolete. Any such declaration shall be filed with the Clerk of the County Legislature. [Surplus or obsolete supplies, materials, vehicles, or equipment may be sold or leased to the highest responsible bidder after public advertisement, or their value may be applied against the purchase or lease price of supplies, materials, vehicles, and equipment on a trade-in.] Such a declaration shall be final unless the County Legislature, by resolution adopted within [30] <u>45</u> days after the filing of such declaration, adopts a resolution declaring the property not to be surplus property, in which case the declaration shall be null and void. In no case shall the Director, or his or her designee, make any transfer of personal property before the expiration of the [thirty] <u>forty five</u>-day period. [Such surplus or obsolete supplies, materials, vehicles or equipment shall be sold or leased only to the highest responsible bidder after public advertisement subject to the following exceptions:

(a) Supplies, materials, vehicles, or equipment sold for scrap value only based on a determination, via duly enacted resolution of the County of Suffolk, that such supplies, materials, vehicles, or equipment only have scrap value. If a determination is made via duly enacted resolution of the County of Suffolk that a vehicle should be transferred to a municipal corporation, a not-for-profit corporation or organization, or a nonprofit corporation or organization, adopted via an affirmative vote of at least 2/3 of the entire membership of the County Legislature, then a vehicle may be transferred to a municipal corporation, a not-for-profit corporation or organization, or a nonprofit corporation or organization as a direct sale only if such vehicle is purchased at fair market value and only if such direct sale is authorized by an affirmative vote of at least 2/3 of the entire membership of the County Legislature enacting a resolution:

(i) Making a determination that such vehicle should be transferred as a direct sale;

(ii) Explicitly stating the public-health or public-safety concern that will be addressed or the public-health or public-safety benefit that will be advanced by such a transfer;

(iii) Identifying the organization or municipality to which the vehicle will be transferred and the essence of its request; and

(iv) Making a determination of the fair market value purchase price to be paid by the organization or the municipality to which the vehicle will be transferred;

Such transfer shall be at no less than fair market value as determined by the Suffolk County Division of Purchasing or any successor entity thereto. This exception shall not apply to supplies, materials, or equipment of any kind or nature; and

(b) Supplies, materials, vehicles, or equipment whose value is applied against the purchase or lease price of comparable supplies, materials, vehicles or equipment on a trade-in.]

* * * *

II. ARTICLE VIII of the SUFFOLK COUNTY ADMINISTRATIVE CODE is hereby amended by the addition of a new Section A8-10 to read as follows:

A8-10. Disposal of surplus County personal property.

A. Any item of personal property which is declared to be surplus to the needs of the County of Suffolk by the Division of Purchasing shall be sold to the highest bidder at public auction, subject to the exceptions set forth in paragraph B of this section.

B. An item of personal property need not be auctioned by the Division of Purchasing when:

1. the property is traded in and its value is applied against the purchase price of other personal property; or

2. the Division determines the property only has scrap value in which case the Division may sell the property for scrap value; or

3. the County Legislature enacts a resolution approving the transfer of surplus property to another municipality, fire district, fire department, ambulance district, for a purpose that will benefit the public; or

4. the Division determines that an item of personal property has no monetary value.

C. The County must receive fair market value for any motor vehicle transferred to a not-for-profit corporation via legislative resolution.

Section 4. Applicability.

This law shall apply to disposing of surplus personal property occurring on or after the effective date of this law.

Section 5. 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 6. 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/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 non-applicability or non-significance in accordance with this law.

Section 7. Effective Date.

This law shall take effect immediately 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:

s:\laws\cl-disposal of surplus property

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: **JUNE 3, 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 CLARIFY THE COUNTY'S PROCEDURE FOR DISPOSING OR TRANFERRING SURPLUS PERSONAL PROPERTY**

SPONSOR: **LEGISLATOR BROWNING**

DATE OF RECEIPT BY COUNSEL: 6/3/2014 **PUBLIC HEARING:** 6/17/2014

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

This proposed charter law seeks to simplify and clarify the rules governing the disposal of surplus County personal property.

The Division of Purchasing within the Department of Public Works ("Division") would remain responsible for declaring personal property surplus to the needs of the County. This declaration would be final unless the County Legislature reverses such declaration within forty-five (45) days.

Once declared surplus, all personal property will be sold at auction to the highest bidder unless:

1) the property is traded in and its value is applied against the purchase price of other personal property;

2) the property has only scrap value in which case the Division may sell the property for its scrap value;

3) the Division determines the personal property has no value; or

4) the Legislature authorizes the transfer of property to another municipality, fire district, fire department, ambulance district or not-for-profit corporation. In the case of a transfer of a motor vehicle to a not-for-profit corporation, the County must receive the vehicle's fair market value in return.

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

GEORGE NOLAN
Counsel to the Legislature

GN:js

1574

Intro. Res. No. -2014 Laid on Table 6/3/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014, ADOPTING LOCAL LAW NO. -2014, A CHARTER LAW AMENDING ARTICLE I OF THE SUFFOLK COUNTY CHARTER TO REQUIRE A REFERENDUM TO AMEND OR REPEAL THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM

WHEREAS, there was duly presented and introduced to this County Legislature at a regular meeting held on , 2014, a proposed local law entitled, "**A CHARTER LAW AMENDING ARTICLE I OF THE SUFFOLK COUNTY CHARTER TO REQUIRE A REFERENDUM TO AMEND OR REPEAL THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM;**" 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:

A CHARTER LAW AMENDING ARTICLE I OF THE SUFFOLK COUNTY CHARTER TO REQUIRE A REFERENDUM TO AMEND OR REPEAL THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM

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 24-2007, a charter law extending and accelerating the Suffolk County 1/4% drinking water protection program for environmental protection known as the Suffolk County Drinking Water Protection Program, was adopted by the County and approved by the electors of Suffolk County.

This Legislature further finds that the Sewer Assessment Stabilization Reserve Fund is a component of the Drinking Water Protection Program. That Fund developed a large reserve fund balance which prompted the adoption of Local Law 44-2011, without approval by the voters, to authorize the use of excess monies in the Fund for payments to the County Bonded Indebtedness Reserve Fund and the Retirement Contribution Reserve Fund, and for sewer infrastructure and sewage treatment plants, and the installation of enhanced nitrogen removal septic systems throughout Suffolk County.

This Legislature further finds that the Drinking Water Protection Program is essential to the well-being of the County's drinking water supply, and it is in the best interest of the County's residents to adhere to the provisions of the Program as adopted by the electorate to secure significant environmental and public health benefits.

Therefore, the purpose of this law is to amend Article I of the Suffolk County Charter, the County's "Environmental Bill of Rights," to impose the requirement of a mandatory referendum to approve any amendment or repeal of Local Law 24-2007 codified in Article XII of the Charter as the Suffolk County Drinking Water Protection Program.

Section 2. Amendments.

Article I of the Suffolk County Charter is hereby amended by the addition of a new section C1-10 to read as follows:

ARTICLE I
Environmental Bill of Rights

****

§ C1-10. Amendment or Repeal of the Suffolk County Drinking Water Protection Program.

Local Law 24-2007, a charter law extending and accelerating the Suffolk County 1/4% drinking water protection program for environmental protection known as the Suffolk County Drinking Water Protection Program, was adopted by the County and approved by the electors of the Suffolk County. Local Law 24-2007, as amended, or any successor law thereto, may only be amended, modified, altered or repealed by enactment of a Charter Law subject to a mandatory referendum.

***

§ C1-12. Judicial enforcement.

A violation of any of the provisions of §§ C1-7, C1-8 [and] C1-9 and C1-10 may be restrained at the suit of any taxpayer or, with the consent of any court having jurisdiction thereof, at the suit of any citizen.

Section 3. Applicability.

This local law shall apply to all actions occurring on or after the effective date of this law.

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) 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:

1574

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
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(631) 853-4415 (FAX)

DATE: June 3, 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 AMENDING ARTICLE I OF THE SUFFOLK COUNTY CHARTER TO REQUIRE A REFERENDUM TO AMEND OR REPEAL THE SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM

SPONSOR: PRESIDING OFFICER, ON REQUEST OF THE COUNTY EXECUTIVE

DATE OF RECEIPT BY COUNSEL: 6/3/14 **PUBLIC HEARING:** 6/17/14

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

This proposed law would add a provision to the Suffolk County Charter stating that any amendment, modification, alteration or repeal of the Suffolk County Drinking Water Protection Program, could only be accomplished by a Charter Law made subject to a mandatory referendum.

This law is made subject to a permissive referendum.

GEORGE NOLAN
Counsel to the Legislature

GN:mjk

s:\rule28\28-referendum-dwpp

1575

Intro. Res. No. -2014 Laid on Table 6/3/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. –2014, ADOPTING LOCAL LAW NO. -2014, A CHARTER LAW AMENDING THE ¼% SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (DWPP) FOR ENHANCED WATER QUALITY PROTECTION, WASTEWATER INFRASTRUCTURE AND GENERAL FUND PROPERTY TAX RELIEF FOR SUFFOLK COUNTY

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2014 a proposed local law entitled, "**A CHARTER LAW AMENDING THE ¼% SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (DWPP) FOR ENHANCED WATER QUALITY PROTECTION, WASTEWATER INFRASTRUCTURE AND GENERAL FUND PROPERTY TAX RELIEF FOR SUFFOLK COUNTY;**" 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 AMENDING THE ¼% SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (DWPP) FOR ENHANCED WATER QUALITY PROTECTION, WASTEWATER INFRASTRUCTURE AND GENERAL FUND PROPERTY TAX RELIEF FOR SUFFOLK COUNTY

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 24-2007, a charter law extending and accelerating the Suffolk County 1/4% drinking water protection program for environmental protection known as the Suffolk County Drinking Water Protection Program, was adopted by the County and approved by the voters of Suffolk County.

This Legislature also determines that the Sewer Assessment Stabilization Reserve Fund (hereinafter referred to as "Assessment Stabilization Reserve Fund" or "Reserve Fund") is a component of the Drinking Water Protection Program. A large fund balance in the Assessment Stabilization Reserve Fund (Charter § C12-2[D]) prompted the Legislature to adopt Local Law 44-2011 without voter approval to authorize the use of excess monies in the Reserve Fund for sewer infrastructure and sewage treatment plants, the installation of enhanced nitrogen removal septic systems throughout Suffolk County, and to provide general property tax relief.

This Legislature also determines that the Drinking Water Protection Program is essential to the well-being of the County's drinking water supply, and it is in the best

interest of the County's residents to preserve the sanctity of the Program to secure significant environmental and public health benefits.

This Legislature also determines that approximately $29,400.00 was utilized pursuant to Local Law 44-2011 for general property tax relief via payments made to the County's bonded indebtedness reserve fund and/or the retirement contribution reserve fund.

This Legislature also determines that an enhanced water quality protection program of $29,400,000 for projects throughout the County is critical to the well-being and quality of life of the residents of this County. It will utilize an amount of money otherwise slated for the Assessment Stabilization Reserve Fund balance to fund programs with significant environmental and public health benefits intended by the Drinking Water Protection Program. For this reason, the County will authorize, issue, appropriate and expend $29,400,000 in serial bonds.

This Legislature also determines that Local Law 44-2011 has a 2013 sunset provision for the use of the Assessment Stabilization Reserve Fund balance for property tax relief, but that the County should still have as many tools at its disposal as possible to battle fiscal emergencies. The County, therefore, should allow itself the option of utilizing the excess balance in the Reserve Fund, via appropriate resolution, should the need arise to provide short-term County property tax relief beyond 2013 to fiscal year 2017.

This Legislature also determines that if any Reserve Fund balance is utilized for property tax relief, the County should obligate itself in the recommended and adopted mandated portion of the operating budget to return such sums used to the Reserve Fund via a specific budget line commencing in 2018.

This Legislature also determines it is in the best interests of the residents of this County to have general property tax relief, reduce nitrogen pollution in groundwater and to protect the County's aquifer and wetlands.

Therefore, the purpose of this Charter law is to accomplish these goals by:

1.) authorizing an extension of the sunset period to 2017 on the County's ability to continue to provide general property tax relief with the excess Reserve Fund balance;

2.) mandating a budget line in the recommended and adopted operating budget to restore monies transferred from the ASRF in 2014, 2015, 2016 and 2017 commencing in 2018;

3.) continuing the funding for sewer infrastructure, sewage treatment plants, and the installation of enhanced nitrogen removal septic systems throughout Suffolk County; and

4.) by creating a new 2014 Enhanced Suffolk County Water Quality Protection Program funded via the issuance of $29,400,000 of serial bonds to acquire by fee, lease or easement interests in land for environmental restoration and protection projects, or to acquire by fee, lease or easement interests in land to protect and/or enhance groundwater.

Section 2. Amendments.

I. Article IV of the SUFFOLK COUNTY CHARTER is hereby amended by adding a new subdivision L to section C4-6 as follows:

Article IV
County Budget and Capital Program

§ C4-6. Submission of proposed budget by County Executive.

L.) Commencing in fiscal year 2018 and continuing in subsequent fiscal years to no later than fiscal year 2029, the proposed expense budget shall include in the budget document required by Subsection A(1) of this section an interfund transfer from the County's general fund to the Suffolk County Sewer Assessment Stabilization Fund in such sum deemed reasonably prudent to return to the Assessment Stabilization Reserve Fund payments that had been allocated pursuant to §§ C12-2 (D)(2)(a) or C12-2 (D)(2)(b) in fiscal years 2014, 2015, 2016 and 2017. The sum to be transferred annually shall at the time of the transfer be equal to at least five percent of the outstanding balance of the payments that had been allocated pursuant to §§ C12-2 (D)(2)(a) or C12-2 (D)(2)(b) in fiscal years 2014, 2015, 2016 and 2017, with all outstanding balances to be paid by December 31, 2029. The County Comptroller shall set aside from County general revenue the amount necessary to fund the interfund transfer.

M.) With respect to the annual "outstanding balance" referred to in subdivision L, the calculation of outstanding balance shall be confirmed in writing, jointly certified by the Legislative Office of Budget Review and the Executive Budget Office, as part of the consensus forecast required by Charter § C4-5 and Administrative Code § A4-3(E).

II. Article IV of the SUFFOLK COUNTY CHARTER is hereby amended by adding a new subdivision L to section C4-10 as follows:

Article IV
County Budget and Capital Program

§ C4-10. Action by County Legislature on proposed budget.

L.) Commencing in fiscal year 2018 and continuing in subsequent fiscal years to no later than fiscal year 2029, the adopted budget shall include in the budget document required by Subsection A(1) of this section an interfund transfer from the County's general fund to the Suffolk County Sewer Assessment Stabilization Fund in such sum deemed reasonably prudent to return to the Assessment Stabilization Reserve Fund payments that had been allocated pursuant to §§ C12-2 (D)(2)(a) or C12-2 (D)(2)(b) in fiscal years 2014, 2015, 2016 and 2017. The sum to be transferred annually shall at the time of the transfer be equal to at least five percent of the outstanding balance of the payments that had been allocated pursuant to §§ C12-2 (D)(2)(a) or C12-2 (D)(2)(b) in fiscal years 2014, 2015, 2016 and 2017, with all outstanding balances to be paid by December 31, 2029. The County Comptroller shall set aside from County general revenue the amount necessary to fund the interfund transfer.

M.) With respect to the annual "outstanding balance" referred to in subdivision L, the calculation of outstanding balance shall be confirmed in writing, jointly certified by the Legislative Office of Budget Review and the Executive Budget Office, as part of the consensus forecast required by Charter § C4-5 and Administrative Code § A4-3(E).

III. Article XII of the Suffolk County Charter is hereby amended to read as follows:

ARTICLE XII
Suffolk County Drinking Water Protection Program

§ C12-2. Programmatic expenses.

* * * *

D.) Sewer taxpayer protection: 25% of the total revenues generated each calendar year for sewer district tax rate stabilization only in those instances in which the pertinent sewer district will experience an increase in rates of at least 3% in the aggregate for user charges, operations and maintenance charges, per-parcel charges, and ad valorem assessments in the calendar year for which these sewer district tax stabilization revenues are being allocated. The Suffolk County Sewer Assessment Stabilization Fund is hereby created; 25% of the total revenues generated each calendar year by such sales and compensating use tax shall be allocated and deposited annually to this trust fund. The annual appropriation of such revenues shall be effectuated via duly enacted resolution of the County of Suffolk and shall not reduce the projected rate increase below 3% in the aggregate for user charges, operations and maintenance charges, per-parcel charges, and ad valorem assessments for the year in question. If the revenues generated in any year, including calendar year 2030, exceed the amount necessary to provide such stabilization, then such excess [revenues] Assessment Stabilization Reserve Fund Balance shall be carried over as a fund balance for sewer district tax rate stabilization [; provided, however, that such fund balance shall not exceed $140 million in fiscal year 2011, or in any

subsequent fiscal year through fiscal year 2021] , subject to the provisions of paragraphs (1), (2), (3) and (4) of this subdivision (D). For purposes of this subdivision, the phrase "excess Assessment Stabilization Reserve Fund Balance" means balances greater than needed sewer district tax rate stabilization only in those instances in which the pertinent sewer district will experience an increase in rates of at least 3% in the aggregate for user charges, operations and maintenance charges, per-parcel charges, and ad valorem assessments in the calendar year for which these sewer district tax stabilization revenues are being allocated. With respect to the excess Assessment Stabilization Reserve Fund referred to in this paragraph (D), the calculation of the excess balance, if any, shall be confirmed in writing, jointly certified by the Legislative Office of Budget Review and the Executive Budget Office, as part of the consensus forecast required by Charter § C4-5 and Administrative Code Section A4-3(E).

* * * *

2.) In [the event such fund balance exceeds $140 million in] fiscal year 2014 or in any subsequent fiscal year through 2021, the excess [monies] Assessment Stabilization Reserve Fund Balance [shall] may be used [exclusively,] via duly approved resolutions of the County of Suffolk, [for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems. These monies may be used for projects outside the boundaries of County sewer districts.] as follows:

a.) for payment to a reserve fund for bonded indebtedness established pursuant to Section 6-h of the General Municipal Law or such successor fund; or

b.) payment to a retirement contribution reserve fund established pursuant to Section 6-r of the General Municipal Law or such successor fund, however, no payment shall be made pursuant to subparagraph (a) or (b) after fiscal year 2017 or if the fund balance is not sufficient for the annual appropriation of revenues needed for sewer district tax rate stabilization as set forth in Charter § 12-2(D); and

c.) for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems. These monies may be used for projects outside the boundaries of County sewer districts.

3.) In [the event such fund balance exceeds $140 million in fiscal year 2011 or in any subsequent] fiscal year 2011 or any subsequent fiscal year through 2021, no less than $2 million will be appropriated via duly approved resolutions in each fiscal year for the installation of residential and commercial enhanced nitrogen removal septic systems. In the event that the appropriation, or any part thereof, for the installation of the residential and commercial enhanced nitrogen removal septic system is not used in fiscal year 2011, or any subsequent fiscal year through 2021, it shall be used for installation, improvement, maintenance and operation of sewer infrastructure and sewage treatment plants

* * * *

IV. A new Article XIIA is added the Suffolk County Charter to read as follows:

ARTICLE XIIA
2014 Enhanced
Suffolk County Water Quality Protection Program

§ C12A-1. 2014 Enhanced Water Quality Program.

An enhanced Suffolk County Water Quality Protection Program (hereinafter the enhanced program) designed to provide funding for the purpose of protecting groundwater in Suffolk County's Sole Source Aquifer from discharges of pollutants is hereby established beginning on December 1, 2014, and ending on December 31, 2020. The purpose of the enhanced program is to acquire, by fee, lease or easement, interests in land to protect and/or enhance groundwater, for water quality protection and restoration program and land stewardship initiatives, and for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems..

§ C12A-2. Programmatic components.

A.) In addition to, but separate and apart from the ¼ % sales and compensating use tax proceeds generated under Article XII of the Suffolk County Charter, and separate and apart from the criteria set forth for specific environmental protection, water quality protection and restoration program and land stewardship initiatives and sewer taxpayer protection paid for from such sales and compensating use tax proceeds, either directly or indirectly, the County Executive, County Legislature and County Comptroller are hereby authorized, empowered and directed, regardless of any intervening circumstances, to authorize, issue, appropriate and expend $29,400,000 in serial bonds of the County of Suffolk, via duly enacted resolutions of the County of Suffolk, pursuant to §11.00 of the New York Local Finance Law to acquire, by fee, lease or easement, interests in land to protect and/or enhance groundwater, for water quality protection and restoration program and land stewardship initiatives, and for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for

the installation of residential and commercial enhanced nitrogen removal septic systems that prevents water degradation or remediates degraded water quality.

B.) The full amount of $29,400,000 in serial bonds contemplated by this Article shall be proposed in the 2016-2018 Recommended Capital Budget and Program submitted to the County Legislature by the County Executive on April 15, 2015, the full amount of $29,400,000 in serial bonds contemplated by this Article shall be adopted by the County of Suffolk, regardless of any intervening circumstances, in the 2016-18 capital budget and program no later than December 31, 2015. The amount of $29,400,000 in serial bonds shall be fully appropriated in 2016 and issued and expended by the County, regardless of any intervening circumstances, via duly enacted resolutions and administrative actions of the County of Suffolk, no later than December 31, 2020 according to the following formula:

1.) Twenty million ($20,000,000) dollars to be used to acquire, by fee, lease or easement, interests in land as set forth in § 12-2(A)(1)(a)-(e);

2.) Four million seven hundred thousand ($4,700,000) dollars to be used soley for water quality protection and restoration program and land stewardship initiatives projects as set forth in § C12-2(B), exclusive of Suffolk County personnel costs; and

3.) Four million seven hundred thousand ($4,700,000) dollars to be used for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems as set forth in § 12-2(D)(2)(c) that remediates degraded water quality.

§ C12A-3. Management.

The management, administration and day-to-day supervision of the enhanced program shall be provided by the Division of Planning and Environment and Division of Real Property Acquisition and Management in Department of Economic Development and Planning which Division shall be responsible for maintaining the official records of land acquisitions consummated. The Budget Office office shall maintain the official records of money expended pursuant to the funding components of the enhanced program.

Section 3. Applicability.

This local law shall apply to all budgetary actions approved for, or occurring during any fiscal year beginning with January 1, 2014 and in all subsequent fiscal years.

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) 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 it has been approved by the affirmative vote of a majority of the qualified electors of the County of Suffolk voting upon a proposition for its approval in conformity with the provisions of Section 34 of the NEW YORK MUNICIPAL HOME RULE LAW and has been filed in the office of the Secretary of State.

Section 7. Form of Proposition.

The proposition to be submitted at the next general election, shall be in the following form:

> Resolution No. -2014 A Charter Law Amending the ¼% Suffolk County Drinking Water Protection Program (DWPP) For Enhanced Water Quality Protection, Wastewater Infrastructure And General Property Fund Tax Relief For Suffolk County
>
> Resolution No. -2014, is a Charter Law that:
>
> i. extends the sunset period found in Local Law 44-2011 from 2013 to 2017 to allow the use of the excess Assessment Stabilization Reserve Fund balance for deposits to reserve funds for the payment of County bonds or retirement contributions to provide general property tax relief;

ii. mandates, commencing in County fiscal year 2018 and continuing through fiscal year 2029, the restoration of funds allocated from the Assessment Stabilization Reserve Fund in 2014, 2015, 2016 and 2017;

iii. allows the use of excess Assessment Stabilization Reserve Fund Balances to fund sewer infrastructure, sewage treatment plants, and the installation of enhanced nitrogen removal septic systems throughout Suffolk County;

iv. authorizes the County to issue $29.4 million in serial bonds for a 2014 Enhanced Suffolk County Water Quality Protection Program.

The phrase 'excess Assessment Stabilization Reserve Fund Balance' means balances in the sewer rate stabilization component of the DWPP greater than needed for sewer district tax rate stabilization only in those instances in which the pertinent sewer district will experience an increase in rates of at least 3% in the aggregate.

Shall Resolution No. -2014 be approved?

Section 8. Conflicting Referenda.

In the event that there are other referenda on the ballot, pertaining to or addressing substantially the same issues as are contained in this law, then the provisions of the measure approved by the electorate receiving the greatest number of affirmative votes, shall prevail, and the alternative measure, or measures, as the case may be, shall be deemed null and void.

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

DATED:

APPROVED BY:

_____
County Executive of Suffolk County

Date:

1575

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
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DATE: **JUNE 3, 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 AMENDING THE ¼% SUFFOLK COUNTY DRINKING WATER PROTECTION PROGRAM (DWPP) FOR ENHANCED WATER QUALITY PROTECTION, WASTEWATER INFRASTRUCTURE AND GENERAL FUND PROPERTY TAX RELIEF FOR SUFFOLK COUNTY**

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

DATE OF RECEIPT BY COUNSEL: 6/3/2014 **PUBLIC HEARING:** 6/17/2014

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

This proposed charter law would amend the sewer district tax stabilization component of the County's Drinking Water Protection Program and establish a new, bonded "Enhanced Suffolk County Water Quality Protection Program".

Specifically, this law would authorize the County, during fiscal years 2014 through 2017, to utilize those monies in the Assessment Stabilization Reserve Fund ("ASRF"), which exceed the amount necessary to stabilize sewer district rates, to pay bonded indebtedness and retirement contributions. For the fiscal years 2014 through 2021, the County would be authorized to utilize excess monies in the ASRF for sewer infrastructure and the installation of residential and commercial enhanced nitrogen removal septic systems.

Beginning in fiscal year 2018, the County will be required to begin replenishing the ASRF. The County Executive will be required to include in his or her recommended budget, and the County Legislature will be required to approve in the adopted County operating budget, a transfer from the General Fund to the ASRF. The sum to be transferred annually shall be equal to at least 5% of the amount "allocated" from the ASRF during 2014, 2015, 2016 and 2017 and all monies allocated from the ASRF during this period will be paid to the ASRF by the end of 2029.

Lastly, this proposed charter law would add a new Article XIIA to the SUFFOLK COUNTY CHARTER to establish an "Enhanced Suffolk County Water Quality Protection Program". Under this program, the County Executive will be required to propose, and the County Legislature will be required to adopt, a 2016-2018 Capital Budget and Program that includes $29,400,000, to be allocated thusly:

1) $20,000,000 to be used to acquire, by fee, lease or easement, interests in land to protect and/or enhance groundwater.

2) $4,700,000 to be used for water quality protection and restoration program and land stewardship initiatives. These monies may not be used for Suffolk County personnel costs.

3) $4,700,000 for installation, improvements, maintenance and operation of sewer infrastructure and sewage treatment plants and for the installation of residential and commercial enhanced nitrogen removal septic systems.

This law is made subject to a voter referendum.

GEORGE NOLAN
Counsel to the Legislature

GN:js

s:\rule28\28-amend-drinking-water-protection-program

1576

Intro. Res. No. - 2014 Laid on the Table 6/3/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF CR 97, NICOLLS ROAD (CP 5512)

WHEREAS, the Commissioner of Public Works has requested funds for engineering in connection with the Reconstruction of CR 97, Nicolls Road; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN OT2425, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and/or State Marchiselli portion; and

WHEREAS, the Department of public Works will assign staff funded in the 2014 Suffolk County Operating Budget to perform a portion of the tasks as required for the engineering, planning and construction of this project; and

WHEREAS, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $3,750,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, 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 New York Code of Rules and Regulations ("NYCRR"), in that the law authorizes information collection, including basic data collection and research, and preliminary planning processes necessary to formulate a proposal for an action, but does not commit the County to commence or approve an action; since this law is a Type II action, the Legislature has no further responsibilities under SEQRA; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of sixty-two (62) 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 the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete engineering for the Reconstruction of CR 97, Nicolls Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th RESOLVED, that the Department of Public Works keeps track of staff and costs associated with the project for chargeback purposes; and be it further

5th RESOLVED, that the proceeds of $750,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5512.114	50	Reconstruction of CR 97, Nicolls Road	$750,000

and be it further

6th RESOLVED, that Federal Aid in the amount of $3,000,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-CAP-5512.114	50	Reconstruction of CR 97, Nicolls Road	$3,000,000

7th RESOLVED, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $750,000; and be it further

8th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of $3,000,000; and be it further

9th RESOLVED, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $3,000,000; and be it further

10th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $750,000 for the County share; and be it further

11th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

12th RESOLVED, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

13th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

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

APPROPRIATING FUNDS IN CONNECTION WITH RECONSTRUCTION OF CR 97, NICOLLS ROAD (CP 5512)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? Yes X No _____

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THE PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE.

8. Proposed Source of Funding

SERIAL BONDS.

9. Timing of Impact 2014

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
DEBRA A. KOLYER CHIEF FINANCIAL ANALYST		

SCIN FORM 175b (10/95)

TIP Format Report for Selected Projects

AGENCY PIN WORKTYPE <AQ STATUS> AQ CODE	PROJECT DESCRIPTION COUNTY	TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	5-YEAR PROGRAM (FFY) Starting October 01, 2013 PRE FFY 2014	FFY 2014	FFY 2015	FFY 2016	FFY 2017	FFY 2018	POST FFY 2018
SUFFOLK CO. 0T2425 RECON <Exempt>	CR97 RECONSTRUCT (NICOLLS RD) BETWEEN I495 AND NY25, TO ADDRESS SAFETY AND CONGESTION CONCERNS AROUND THE ENTRANCES OF SUFFOLK COUNTY COMMUNITY COLLEGE, TOWN OF BROOKHAVEN. (SCOPE TBD).		NHPP 09/2014 LOCAL 09/2014 NHPP 09/2016 LOCAL 09/2016	3.000 0.750 3.200 0.800	PRELDES PRELDES DETLDES DETLDES		3.000 0.750		3.200 0.800			
AQC:C7P	SUFFOLK	TPC: $70-$130 M	TOTAL 5YR COST :	7.750		0.000	3.750	0.000	4.000	0.000	0.000	0.000

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Reconstruction of CR 97, Nicolls Road (CP 5512)

PURPOSE OR GENERAL IDEA OF BILL: Scoping and Design to investigate the feasibility of constructing grade separations at S. Coleman Road and Suffolk Community College and the addition of a 3rd northbound/southbound travel lane from the LIE (I-495) to NY 25A (SUNY Stony Brook).

SUMMARY OF SPECIFIC PROVISIONS: As a Federally funded project (80% Federal), mandated milestones must be met in insure that Federal funds are obtained, including the passage of a County resolution prior to final Federal authorization, which must occur prior to September 1, 2014.

JUSTIFICATION: This would enable Suffolk County to progress with engineering in connection with the Reconstruction of CR 97, Nicolls Road.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 20, 2014

RE: Appropriating Funds in Connection with Reconstruction of CR 97, Nicolls Road (CP 5512)

Attached is a draft resolution to appropriate the sum of $3,750,000 for engineering and planning in connection with the above referenced project. There are sufficient funds included in the 2014 Capital Budget for this request.

This funding will provide for scoping and design to investigate the feasibility of constructing grade separations at South Coleman Road and Suffolk Community College, as well as the possible addition of a 3rd northbound/southbound travel lane from the LIE (I-495) to NY 25A (SUNY Stony Brook).

This is a Federally funded project. Mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization, which must occur prior to September 1, 2014 or the County risks the loss of the Federal funding for this project.

The Suffolk County Council on Environmental Quality has reviewed these types of projects and has determined that projects of this nature constitutes a Type II action, pursuant to Section 617.5(c) (20), (21) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), therefore, the Legislature has no further responsibilities under SEQRA.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5512(CR97).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1576

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail.
(3) Attach all pertinent material.

Submitting Department
(Dept. Name & Location)

Public Works
335 Yaphank Avenue
Yaphank, NY 11980

Department Contact Person
(Name & Phone No.):

William Hillman, P.E.
Chief Engineer
852-4002

Suggestion Involves:

___ Amendment

_X_ New Program

___ Grant Award

___ Contract (New ___ Rev.____)

Summary of Problem: (Explanation of why this legislation is needed.)

Engineering for the Reconstruction of CR 97, Nicolls Road

Proposed Changes in Present Statute: (Please specify section when possible.)

Not Applicable

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1577

Intro. Res. No. - 2014 Laid on the Table 6/3/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 13, CLINTON AVENUE/FIFTH AVENUE/CROOKED HILL ROAD (CP 5538)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Improvements to CR 13, Crooked Hill Road from CR 7, Wicks Road to CR 106, Community College Drive; and

WHEREAS, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $4,000,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, Resolution No. 202-2014 approved by the County Legislature issued a SEQRA determination of Non-Significance as the project's proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7; the proposal does not significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code; to the greatest extent possible, any trees removed will be replaced with wire friendly and sidewalk friendly trees and, if possible, said replacement trees will be placed on private property with permission from the landowner; and the proposed action will improve pedestrian safety, stormwater drainage and traffic congestion; therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty (50) 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 the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete the Improvements to CR 13, Clinton Avenue/Fifth Avenue/Crooked Hill Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2014 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5538
Project Title: Improvements to CR 13, Clinton Avenue/Fifth Avenue/Crooked Hill Road

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
5538	$4,000,000	$5,000,000	$4,000,000
TOTAL	$4,000,000	$5,000,000	$4,000,000

5th **RESOLVED**, that the proceeds of $4,000,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
525-CAP-5538.311	50	Improvements to CR 13, Clinton Avenue/Fifth Avenue/Crooked Hill Road	$4,000,000

DATED:

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

APPROPRIATING FUNDS IN CONNECTION WITH IMPROVEMENTS TO CR 13, CLINTON AVENUE/FIFTH AVENUE/CROOKED HILL ROAD (CP 5538)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? Yes X No _____

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THE PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE.

8. Proposed Source of Funding

SERIAL BONDS.

9. Timing of Impact 2014

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
DEBRA A. KOLYER CHIEF FINANCIAL ANALYST		

SCIN FORM 175b (10/95)

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Improvements to CR 13, Clinton Avenue/Fifth Avenue/Crooked Hill Road (CP 5538).

PURPOSE OR GENERAL IDEA OF BILL: Funding will provide for improvements to CR 13, Crooked Hill Road from the vicinity of CR 7, Wicks Road to the vicinity of CR 106, Community College Drive. Improvements includes drainage system repairs and/or replacements, full depth pavement patching and resurfacing, replacement of curb, sidewalk and pavement markings and necessary traffic signal modifications.

SUMMARY OF SPECIFIC PROVISIONS: This is a current Capital Budget project for construction and no offset is required.

JUSTIFICATION: This will enable Suffolk County to improve CR 13, Crooked Hill Road.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 22, 2014

RE: Appropriating Funds in Connection with Improvements to CR 13, Clinton Avenue/Fifth Avenue/Crooked Hill Road (CP 5538)

Attached is a draft resolution to appropriate the sum of $4,000,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2014 Capital budget and program for this project.

This funding will provide for improvements to CR 13, Crooked Hill Road from the vicinity of CR 7, Wicks Road to the vicinity of CR 106, Community College Drive. This corridor contains many pavement and drainage deficiencies that will be addressed with drainage system repairs and/or replacements, full depth pavement patching and resurfacing, replacement of curb, sidewalk and pavement markings and necessary traffic signal modifications.

The Suffolk County Council on Environmental Quality has reviewed this project and issued a determination of Non-Significance. The Suffolk County Legislature concurred with this finding pursuant to Resolution 202-2014.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5538(CR13).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1577

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail.
(3) Attach all pertinent material.

Submitting Department
(Dept. Name & Location)

Public Works
335 Yaphank Avenue
Yaphank, NY 11980

Department Contact Person
(Name & Phone No.):

William Hillman, P.E.
Chief Engineer
852-4002

Suggestion Involves:

___ Amendment

_X_ New Program

___ Grant Award

___ Contract (New ___ Rev.____)

Summary of Problem: (Explanation of why this legislation is needed.)

Improvements to CR 13, Clinton Avenue/Fifth Avenue/Crooked Hill Road

Proposed Changes in Present Statute: (Please specify section when possible.)

Not Applicable

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1578

Intro. Res. No. - 2014 Laid on the Table 6/3/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR RECONSTRUCTION OF CR 3, PINELAWN ROAD, TOWNS OF HUNTINGTON AND BABYLON (CP 5510, PIN 075656)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with the reconstruction of CR 3, Pinelawn Road; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN 075656, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and/or State Marchiselli portion; and

WHEREAS, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

WHEREAS, sufficient funds are not included in the 2014 Capital Budget and Program to cover the cost of said request under Capital Project 5510 and pursuant to the Suffolk County Charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal or State aid; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $13,000,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, Resolution No. 981-2008 approved by the County Legislature issued a SEQRA determination of Non-Significance as the project's proposed action will not exceed any of the criteria in Section 617.7 of Title 6 NYCRR; the proposal does not appear to significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code; the parcel does not appear to suffer from any severe environmental development constraints (limiting soil properties; no high groundwater and no unmanageable slopes); existing drainage problems will be alleviated and traffic safety will be improved and traffic congestion mitigate; therefore, the provisions of

SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty five (55) 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 the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete reconstruction of CR 3, Pinelawn Road, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2014 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5510
Project Title: Reconstruction of CR 3, Pinelawn Road

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
5510	$6,200,000B	$2,400,000B	$2,600,000B
	$24,800,000F	$9,600,000F	$10,400,000F
TOTAL	$31,000,000	$12,000,000	$13,000,000

5th **RESOLVED**, that the proceeds of $2,600,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-5510.311	50	Reconstruction of CR 3, Pinelawn Road	$2,600,000

and be it further

6th **RESOLVED,** that Federal Aid in the amount of $10,400,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-5510.311	50	Reconstruction of CR 3, Pinelawn Road	$10,400,000

7th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $2,600,000; and be it further

8th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of $10,400,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $10,400,000; and be it further

10th **RESOLVED,** that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $2,600,000 for the County share; and be it further

11th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

12th **RESOLVED,** that this resolution will become effective upon receipt of the Federal Authorization; and be it further

13th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

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

AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH THE COUNTY SHARE FOR RECONSTRUCTION OF CR 3, PINELAWN ROAD, TOWNS OF HUNTINGTON AND BABYLON (CP 5510, PIN 075656)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? Yes X No _____

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THE PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE.

8. Proposed Source of Funding

SERIAL BONDS.

9. Timing of Impact 2014

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
DEBRA A. KOLYER CHIEF FINANCIAL ANALYST		

SCIN FORM 175b (10/95)

TIP Format Report for Selected Projects

AGENCY PIN< WORKTYPE <AQ STATUS> AQ CODE	PROJECT DESCRIPTION COUNTY TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	5-YEAR PROGRAM (FFY Starting October 01, 2013)						
					PRE FFY 2014	FFY 2014	FFY 2015	FFY 2016	FFY 2017	FFY 2018	POST FFY 2018
SUFFOLK CO. 075656 RECON <Exempt>	INTERSECTION REALIGNMENT OF CR 3, PINELAWN ROAD/WELLWOOD ROAD WITH CONKLIN STREET AND LONG ISLAND AVENUE, TO IMPROVE SAFETY AND TRAFFIC CONGESTION, IN THE TOWN OF BABYLON. ACT NO.600	STP LG URBAN 04/2014 LOCAL 04/2014 STP LG URBAN 04/2014 LOCAL 04/2014	1.040 0.260 9.360 2.340	CONINSP CONINSP CONST CONST		1.040 0.260 9.360 2.340					
AQC:D1P	SUFFOLK TPC: $12.5-$19 M	TOTAL 5YR COST :	13.000		0.000	13.000	0.000	0.000	0.000	0.000	0.000

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2014 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Reconstruction of CR 3, Pinelawn Road, Towns of Huntington and Babylon (CP 5510, PIN 075656).

PURPOSE OR GENERAL IDEA OF BILL: Provides for funding for construction for the intersection realignment of CR 3, Pinelawn Road/Wellwood Avenue at Conklin Street/Long Island Avenue.

SUMMARY OF SPECIFIC PROVISIONS: As a Federally funded project (80% Federal), mandated milestones must be met in insure that Federal funds are obtained, including the passage of a County resolution prior to final Federal authorization, which must occur prior to September 1, 2014.

JUSTIFICATION: This will enable Suffolk County to construct intersection realignment of CR 3, Pinelawn Road/Wellwood Avenue at the intersection of Conklin Street/Long Island Avenue.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 21, 2014

RE: Amending the 2014 Capital Budget and Program and Appropriating Funds in Connection with the County Share for Reconstruction of CR 3, Pinelawn Road, Towns of Huntington and Babylon (CP 5510, PIN 075656)

Attached is a draft resolution to appropriate the sum of $13,000,000 for construction in connection with the above referenced project. There are insufficient funds included in the 2014 Capital budget and program for this project. However, pursuant to the Suffolk County charter, Section C4-13, an offsetting authorization is not required on amendments which are financed in an amount of at least fifty percent (50%) by Federal and/or State aid.

This is a Federally funded project. Mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization, which must occur prior to September 1, 2014 or the County risks the loss of the Federal funding for this project.

This funding will provide for intersection and safety improvements at the highly traveled and very congested intersection of CR 3, Pinelawn Road/Wellwood Avenue and Conklin Street/Long Island Avenue. The project involves intersection realignment, along with drainage improvements, installation of curb, sidewalk and new traffic signals and full depth asphalt pavement resurfacing.

The Suffolk County Council on Environmental Quality has reviewed this project and issued a determination of Non-Significance. The Suffolk County Legislature concurred with this finding pursuant to Resolution 981-2008.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5510(CR3 Southern).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1578

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail.
(3) Attach all pertinent material.

Submitting Department
(Dept. Name & Location)

Public Works
335 Yaphank Avenue
Yaphank, NY 11980

Department Contact Person
(Name & Phone No.):

William Hillman, P.E.
Chief Engineer
852-4002

Suggestion Involves:

___ Amendment

_X_ New Program

___ Grant Award

___ Contract (New ___ Rev.____)

Summary of Problem: (Explanation of why this legislation is needed.)

Funding to allow for the County's share for the Reconstruction of CR 3, Pinelawn Road. Project cost will reimbursed 80% by Federal aid.

Proposed Changes in Present Statute: (Please specify section when possible.)

Not Applicable

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1579

Intro. Res. No. - 2014

Laid on the Table 6/3/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS AT NORTH HAVEN AND SOUTH FERRY TERMINAL BASINS (CP 5200)

WHEREAS, the Commissioner of Public Works has requested funds for site improvements in connection with the dredging of North Haven and South Ferry Terminal Basins; and

WHEREAS, there are Federal and/or State funds available from the State Multi-Modal Program for this project, identified as PIN OMS504.30A, under Multi Modal IV Program (MM#4) funding, with an allocation of $750,000; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and/or State portion; and

WHEREAS, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

WHEREAS, there are sufficient funds in the 2014 Capital Budget and Program to cover said request; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, as the New York State Department of Environmental Conservation is the SEQRA lead agency for all dredging project, this project is not reviewed by the Suffolk County Council on Environmental Quality; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $2,048,500 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty seven (57) 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 the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Dredging of North Haven and South Ferry Terminal Basins, pursuant to Section C8-2 (F) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the 2014 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 5200
Project Title: Dredging of County Waters

	Total Est'd Cost	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
5200	$1,298,500B	$3,265,000B	$ 1,966,500B
	$750,000S	$0S	$0
TOTAL	$2,048,500	$3,265,000	$1,966,500

5th **RESOLVED**, that the proceeds of $1,298,500 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-5200.450	50	Dredging of County Waters - North Haven and South Ferry Terminal Basins	$1,298,500

and be it further

6th **RESOLVED,** that State Aid in the amount of $750,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-5200.450	50	Dredging of County Waters - North Haven and South Ferry Terminal Basins	$750,000

7th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $1,298,500; and be it further

8th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept State funding in the amount of $750,000; and be it further

9th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $750,000; and be it further

10th **RESOLVED,** that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any federal or state aid

received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $1,298,500 for the County share; and be it further

11th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized to accept Federal and/or State aid in connection with this project; and be it further

12th RESOLVED, that this resolution will become effective upon receipt of the State Authorization; and be it further

13th RESOLVED, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

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

AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM AND APPROPRIATING FUNDS IN CONNECTION WITH DREDGING OF COUNTY WATERS AT NORTH HAVEN AND SOUTH FERRY TERMINAL BASINS (CP 5200)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? Yes X No _____

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THE PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE.

8. Proposed Source of Funding

SERIAL BONDS.

9. Timing of Impact 2014

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
DEBRA A. KOLYER CHIEF FINANCIAL ANALYST		

SCIN FORM 175b (10/95)

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Amending the 2014 Capital Budget and Program and Appropriating Funds in Connection with Dredging of County Waters at North Haven and South Ferry Terminal Basins (CP 5200)

PURPOSE OR GENERAL IDEA OF BILL: This funding will provide for dredging of North Haven and South Ferry Terminal Basins in the Towns of Southampton and Shelter Island. Dredging of the ferry terminal basins is imperative, as this is the only public means of vehicular transport connecting Shelter Island and the South Fork of Long Island.

SUMMARY OF SPECIFIC PROVISIONS: As a State aided project ($750,000), mandated milestones must be met in insure that funds are obtained, including the passage of a County resolution prior to final authorization.

JUSTIFICATION: Dredging of the ferry terminal basins is imperative, as this is the only public means of vehicular transport connecting Shelter Island and the South Fork of Long Island.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 22, 2014

RE: Amending the 2014 Capital Budget and Program and Appropriating Funds in Connection with Dredging of County Waters at North Haven and South Ferry Terminal Basins (CP 5200)

Attached is a draft resolution to appropriate the sum of $2,048,500 for site improvements in connection with the above referenced project. There are sufficient funds included in the 2014 Capital budget and program for this project.

This project will receive $750,000 of State Aid through the Multi Modal IV (MM#4) program. Mandated milestones must be met to insure that these funds are obtained. Recent changes to the procedures for obtaining authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization.

This funding will provide for dredging of North Haven and South Ferry Terminal Basins in the Towns of Southampton and Shelter Island. Dredging of the ferry terminal basins is imperative, as this is the only public means of vehicular transport connecting Shelter Island and the South Fork of Long Island.

As the New York State Department of Environmental Conservation is SEQRA lead agency for all dredging projects, this project is not reviewed by the Suffolk County Council on Environmental Quality.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5200(Dredge MM4 Funding).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1579

MULTI-MODAL PROGRAM CAPITAL PROJECT AGREEMENT

COMPTROLLER'S CONTRACT NO. D027579

THIS AGREEMENT made this _____ day of_____, 2014, is by and between:

the New York State Department of Transportation ("**NYSDOT**"), having its principal office at 50 Wolf Road, Albany, New York 12232 and

Suffolk County Department of Public Works (the "**Sponsor**"), with offices at 335 Yaphank Avenue, Yaphank, NY 11980

to provide for the funding, construction, reconstruction, improvement, reconditioning and preservation of a project or projects within the Multi-Modal Programs, consisting of rail passenger facility and equipment, rail freight facility, certain port facility; fixed ferry facility, municipal and private airport and aviation facility, and State, county, town, city, and village road, highway, parkway and bridge capital project(s), as more fully described for the purposes of this contract in Schedule(s) A hereof (the "Project"). The amount of **NYSDOT's** funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A for funding by **NYSDOT**.

WITNESSETH:

WHEREAS, Transportation Law 14-k establishes the Multi-Modal Programs, that provide bond funding for projects authorized pursuant to such section as approved by the Commissioner of Transportation, following appropriation by the Legislature or pursuant to authorization by the Legislature for capital projects; and

WHEREAS, pursuant to appropriation or authorization for capital projects Multi-Modal Programs funding of the Project herein is authorized and, the **Sponsor** certifies to **NYSDOT** that the service life of the Project is ten (10) or more years; and

WHEREAS, for the following project types the **Sponsor** also certifies as follows:

- ☐ for airports and aviation facilities - that federal funding is not available to the Project, but the Project is consistent with an approved airport layout plan;
- ☐ for State or local roads, highways and bridges - that the Multi-Modal Programs funding is not used for the mandated non-federal share of a federally funded project and the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the Multi-Modal Programs funding; and

☐ *Check here if State-administered Federal Aid applicable (Cannot apply to aviation or to provide the non-federal matching share of highway/bridge mode projects):*

WHEREAS, the United States has provided for the apportionment of federal-aid funds to the State for the purpose of carrying out federal-aid projects; and

WHEREAS, **NYSDOT** is authorized to provide such federal aid to the **Sponsor** or use such federal aid for the Project and such federal aid is being provided through this agreement; and

WHEREAS, the **Sponsor** is not a sectarian organization,

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

- Agreement Form - this document titled "Multi-Modal Program Capital Project Agreement";
- Schedule A - Project Description, Funding and Development Schedule;
- Schedule B - Scope of Work
- EXHIBIT A - Work Requirements
- EXHIBIT B - Record Keeping Guidelines
- EXHIBIT C (as applicable) - Consultant Selection Procedures
- Appendix A - New York State Required Contract Provisions
- Appendix A-1 - Supplemental Title VI Provisions (Civil Rights Act)
- Local Resolution(s) - duly adopted municipal or, as applicable, corporate resolution(s) authorizing the appropriate official of the **Sponsor** to execute this Agreement on behalf of the **Sponsor** and appropriating or otherwise providing the Project funding required therefor.

1.1 For State administered Federal Aid projects *(not applicable to airports, aviation facilities or road, highway, parkway or bridge projects)* that include federal funding under this Agreement, the Agreement shall also include:

- Appendix B (as applicable) Requirements for Federally Aided Transportation Projects

2. *Work, Maintenance & Operation.* **Sponsor** shall render all services and furnish all materials and equipment necessary to complete the Project described in Schedule A, inclusive of the Scope of Work described in Schedule B, and shall fund all costs attendant such completion. The work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by **NYSDOT** subsequent to the execution of such Schedules A for the purposes of conforming to New York State or to Federal requirements. **Sponsor** shall perform its work in accordance with the Work Requirements set forth in Exhibit A annexed hereto.

2.1 *Useful Life of Project.* Sponsor warrants that the useful life of the project is not less than ten (10) years.

2.2 *Operation and Maintenance of Project.* Upon Project completion, **Sponsor** will operate and maintain the Project at no expense to **NYSDOT** and, during the useful life of the Project according to federal guidelines, **Sponsor** shall not discontinue operation of the Project without the prior written approval of **NYSDOT.**

2.3 *Disposition or Encumbrance of Project.* **Sponsor** will not dispose of or encumber the Project or cause the Project to be withdrawn from public service during its useful life without the prior approval of **NYSDOT,** which approval is reserved for the purposes of assuring compliance with: (1) **NYSDOT** or **Sponsor** assurances or certifications to a Federal agency in connection with federal funding or the Multi-Modal Funding made hereunder; and/or (2) Project restrictions that may apply because the Multi-Modal Funding is funded from the proceeds of tax-exempt debt obligations.

3. *Project Commencement, Completion.* Subject to the State Comptroller's approval, this Agreement takes effect on the date above written. **Sponsor** will diligently pursue the Project to completion within the time set forth in Schedule A. Failing Project completion within such period, or agreement by **NYSDOT** to extend Project completion date for good cause, this Agreement will expire and be of no further force or effect.

4. *Municipal Deposit.* Where work is performed by consultant or construction contract entered by **NYSDOT**, or by **NYSDOT** forces, the **Sponsor** shall deposit with the State Comptroller, prior to the award of **NYSDOT**'s contract or

NYSDOT's performance of work by its own forces, the full amount of the non-federal share of the Project costs due in accordance with Schedule A.

5. *Multi-Modal Funding; Reimbursement of Eligible Project Costs.* Subject to compliance with this Agreement, **NYSDOT** agrees to reimburse Project costs identified in Schedule A attached hereto in an amount not to exceed the lesser of actual eligible Project costs or the Multi-Modal Program funding amount. Multi-Modal Program funding shall be used solely for the payment of Eligible Costs (hereinafter defined) **Sponsor** incurs in performing the Project. For work performed by **NYSDOT**, **NYSDOT** will directly apply applicable federal aid and any applicable **Sponsor** Deposit for the non-federally aided portion, and shall request funding of Multi-Modal aid to the **Sponsor** as described below. For work performed by or through the **Sponsor**, **NYSDOT** will reimburse the **Sponsor** with applicable federal aid and Multi-Modal aid as described below.

5.1 *State Administered Federal Aid* (not applicable to airport/aviation or *highway/bridge projects).* **NYSDOT** will administer federal funds for the benefit of the Municipality for the federal share and will fund the percentage designated in Schedule A of federal aid participating costs incurred in connection with the work covered by this Agreement, subject to the limitations set forth on Schedule A. For work performed by or through the **Sponsor, NYSDOT** will reimburse federal aid-eligible expenditures in accordance with **NYSDOT** policy and procedures.

5.2 *Multi-Modal Aid.* **NYSDOT** will: (a) for Multi-Modal Program 1,2, & 4 (MM#2 and MM#4 in Schedule A) funding, **NYSDOT** will reimburse to the **Sponsor** from State monies in the first instance, and request corresponding reimbursement to **NYSDOT**; and/or, (b) for Multi-Modal Program 3 (MMP3 in Schedule A) funding, request Dormitory Authority of the State of New York (DASNY) reimbursement to the **Sponsor** or, for State-administered State highway system projects to **NYSDOT** for the Multi-Modal share of participating Project costs incurred in connection with the work covered by this Agreement, subject to the amounts thereof and limitations set forth on Schedule A. Only "Eligible Project Costs" (as defined in Multi-Modal Program criteria issued by **NYSDOT**) are reimbursable.

5.2.1 *Multi-Modal Eligible Project Costs.* To be eligible for Multi-Modal aid, Project costs must: (a) be eligible pursuant to subdivision 5.2.2 below and such other Multi-Modal Program Policies and Criteria as are established for each mode by **NYSDOT** including but not limited to NYSDOT's MM Program Guidelines criteria; and (b) be for work which, when completed, has a certifiable service life of at least ten (10) years; and, (c) meets the requirements of the State Environmental Quality Review Act (SEQRA); and, (d) be for only project costs, which were paid no more than 15 months prior to the date of execution of the Multi-Modal Program Reimbursement Request Form.

5.2.2 *State Aid-Eligible Costs.* State Aid-Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A. **Sponsor** may also use as provided in this subdivision State-aid 5.2.2 hereunder for the reimbursement of salaries and wages to employees of **Sponsor** for carrying out the Project; fees to consultants and professionals retained by **Sponsor** for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

5.2.3 **Sponsor** *Debt Service.* Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.

5.3 *Other State-Aid.* Subject to the terms of applicable appropriations and statutes associated with State-aid for the Project provided through this Agreement, **NYSDOT** will reimburse eligible Project costs from such other State-aid as may be identified in Schedule A hereof for payment under this Agreement. The eligibility of such costs shall be determined in accordance with subdivisions 5.2.2 and 5.2.3 hereof, subject to such further or other reimbursement eligibility requirements or restrictions that impose in connection with the applicable other State-aid funding source or program authorization.

6. *Payment of Applicable Federal-Aid, Multi-Modal and Other State-Aid.* Payment of applicable Federal-Aid, Multi-Modal and other State-aid hereunder shall be as follows:

   6.1 *Payment Upon Completion.* Except where subdivision 6.2 applies, payment to **Sponsor** shall be made upon the application of **Sponsor** to **NYSDOT upon Project completion**, on the basis of work accomplished and, subject to applicable retainage, the submission of duly completed payment requests and certifications in a form approved by **NYSDOT**, including such information as **NYSDOT** deems necessary to assure compliance with the program requirements and this Agreement.

   6.2 *Periodic Reimbursement.* If the **Sponsor** and **NYSDOT** find it desirable to have reimbursement made periodically in accordance with a payment cycle established by **NYSDOT** and, upon the request and certification therefor by the **Sponsor,** NYSDOT may authorize payments (DASNY, as applicable) based on billings prepared by the **Sponsor** in accordance with NYSDOT requirements, and based on costs incurred as disclosed by the records thereof, as required by the Project, with applicable adjustments (including for applicable retainage) to be made after audit by NYSDOT or, as applicable because of federal funding, FHWA, the Federal Transit Administration or Federal Aviation Administration. These payments shall be made as moneys become available therefor.

   6.3 *Sponsor Certifications.* The **Sponsor** will certify in each payment request that: (i) Project work was performed in accordance with the State Environmental Quality Review Act (SEQRA); (ii) Project work was performed in accordance with the design and contractual requirements of **Sponsor** and **Sponsor**'s design professional; and (iii) such payment request does not duplicate reimbursement of costs and services received from other sources.

   6.4 *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by E-mail at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

7. *Records and Accounts.* **Sponsor** shall maintain accurate records and accounts of all financial transactions which shall show in detail all income and all expenditures, including but not limited to, payments for Eligible Costs. Such records and accounts shall include, without limitation, property, personnel and financial records, cash receipts and disbursements journal and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards and as required by Exhibit B annexed hereto. All expenditures of reimbursed costs hereunder shall be supported by invoices and/or other documentation sufficient to establish that such monies have been used in accordance with the terms of this Agreement. The Commissioner, Comptroller of the State of New York and any other authorized representatives of the State of New York shall have the right to examine all records and accounts relating to **Sponsor's** financial transactions, including the expenditure of the Multi-Modal Funding and all other funds secured and services rendered for the benefit of **Sponsor** in connection with the Project.

8. *Ethics Considerations.* In addition to **Sponsor's** conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Multi-Modal Funding made hereunder, no member of **Sponsor's** governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Multi-Modal Funding unless such

action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, **Sponsor** shall disclose such relationship to **NYSDOT** and shall obtain prior written approval therefor from **NYSDOT**.

9. *NYSDOT Performance Review.* **NYSDOT** may review the **Sponsor's** performance of this agreement in such manner and at such times as **NYSDOT shall** determine, and such review may include field visits by **NYSDOT** representatives to the Project and/or the offices of **Sponsor**. **Sponsor** shall at all times make available its employees, records and facilities to authorized **NYSDOT** representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of **Sponsor's** performance of the Project, its use and operation.

10. *Notice of Governmental Audit.* **Sponsor** shall notify **NYSDOT** of any audit by any governmental agency of any projects, operations or reports of **Sponsor** within five (5) days of receiving information relating thereto.

11. *Project Maintenance and Operation.* Upon Project completion the **Sponsor** shall provide for the maintenance and operation of the Project facilities and equipment for the purpose of providing safe and efficient transportation operations. The maintenance schedule shall remain in effect for a period of at least ten (10) years from Project completion and shall not be terminated without prior written authorization from **NYSDOT**.

12. *State Recovery of Ineligible Reimbursements.* **NYSDOT** shall be entitled to recover from the **Sponsor** any moneys paid to the **Sponsor** pursuant to this Agreement which are subsequently determined to be ineligible for applicable Federal Aid or Multi-Modal Aid hereunder.

13. *Inspection and Audit.* **Sponsor** shall permit the authorized representative of **NYSDOT** and/or the New York State Comptroller to inspect and audit all books, records and accounts of **Sponsor** pertaining to the Project under this Agreement. **Sponsor** shall maintain records relating to this Agreement in accordance with the Records requirements of Appendix A.

14. *Contract Executory.*

14.1 This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.

14.2 This agreement shall remain in effect so long as federal and State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefor are eventually enacted. **Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

15. *Sponsor Liability.*

15.1 If the **Sponsor** performs work under this agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the **Sponsor**, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The **Sponsor** specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

15.2 The **Sponsor** shall indemnify and save harmless **NYSDOT** and the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the **Sponsor**, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the **Sponsor**'s failure to meet professional standards and

resulting in obvious or patent errors in the progression of its work.

16. *No Assignment of Transfer of Contract.* **Sponsor** agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of **NYSDOT** first having been obtained.

17. *Independent Contractor.* The officers and employees of the **Sponsor**, in accordance with the status of the **Sponsor** as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

18. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2, 11 and 16, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.

19. *Term of Agreement.* As to the Project and phase(s) described in Schedule(s) A executed herewith, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect as to the Project and phase(s) established in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This agreement shall remain in effect so long as applicable federal aid and Multi-Modal aid funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a federal or State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary federal or State appropriations or other funding authorizations therefore are eventually enacted.

20. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

21. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:

    21.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts,* including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.

    21.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act,* including providing true, timely and accurate application information related to the project to ensure compliance with the Act.

    21.3 *New York Transportation Law, Section 427, Equal employment opportunity program,* including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement

22. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements of the Multi-Modal Program Guidelines and as such may be amended from time to time.

23. *Appendix A.* Appendix A, Standard Provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

24. *Notice Requirements*:

24.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.

24.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.

24.3 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 email, upon receipt.

24.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and **Sponsor** has caused this Instrument to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor

BY: _____

TITLE: _____

DATE: _____

NYS DEPARTMENT OF TRANSPORTATION

BY: _____
for the Commissioner of Transportation

DATE: _____

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Sponsor ACKNOWLEDGMENT

STATE OF NEW YORK)
)
COUNTY OF _____)

On this _____ day _____, 2014, before me personally came _____, to me known, who being by me duly sworn did depose and say the he/she resides at _____;

that he/she is the _____ of the **Sponsor** described in and which executed the above instrument; that he/she was authorized to execute the document on behalf of said **Sponsor** pursuant to a resolution which was duly adopted on _____ and to which a certified copy is attached and made a part hereof.

_____
Notary Public

APPROVED:

BY: _____

For the NYS Comptroller pursuant to Section 112, State Finance Law

APPROVED AS TO FORM:

BY: _____
NYS Attorney General

Multi-Modal Project Agreement - Schedule A

Instruction: One Schedule may be used for all Phases

OSC Contract # D027579

Project Commencement Date: 4/1/2014 **Project Completion Date: 12/31/2015**

AGREEMENT PURPOSE : X **MAIN** (Master) Agreement ☐ **SUPPLEMENTAL** Agreement or Schedule

AGREEMENT COVERS (Check all boxes that apply as shown in area below):

☐ Multi-Modal (MM) Program #1 (MM#1) ☐ MM#2 ☐ MM#3 X MM#4

☐ Multi-Modal Program #1, 2, 3 or 4 & other State Funding ☐ Multi-Modal Program #1, 2, 3 or 4 & Federal Aid

☐ Multi-Modal Program #1, 2, 3 or 4 & other State Funding & Federal Aid

PROJECT TYPE (Check only one box below):

☐ **Rail** ☐ **Port** ☐ **Aviation** ☐ **State System Highway/Bridge** ☐ **Local Highway/Bridge** X **Fixed Ferry Facility**

PROJECT ID NUMBER: 0MS504.30A **MULTI-MODAL ID NUMBER:**

Project: Maintenance dredging of 2 basin areas of the South Ferry Terminals

Location: Towns of Shelter Island and Southampton, Suffolk County

Project Owner/Operating & Maintenance Responsibility: Suffolk County Department of Public Works

Type of Organization:

X **Municipality** ☐ **Public Authority** ☐ **Not-for-Profit Corporation** ☐ **Tax-exempt**

☐ **Railroad Corporation** ☐ **Transportation Corporation** ☐ **Educational Corporation**

☐ **Business Corporation** ☐ **Partnership** ☐ **Proprietorship** ☐ **Other (list):**

Check Project Phases Covered by this Agreement:

X P.E./Design ☐ ROW Incidentals ☐ Acquisition X Construction, C/I, & C/S

List all APPLICABLE 6 or **9-digit PIN** Fiscal Shares eligible for Multi-Modal funding (e.g., 123456.**121**; 123456.**122**): 0MS504.30A

Work Type(s): Construction

A. Legislatively Approved Multi-Modal Funding in Memorandum of Understanding

Reference or, if applicable, List Project Identification Number	DESCRIPTION	Maximum Authorized Multi-Modal Funding Amount
0MS504.30A	This project is for maintenance dredging of 2 basin areas of the South Ferry Terminals in Shelter Island, Suffolk County.	$750,000
TOTAL		**$750,000**

B. Summary of Approved Multi-Modal & Other Eligible Costs UNDER THIS CONTRACT Number

List Eligible Funding Share(s) by applicable Project ID Number or PIN	FEDERAL AID Funding (If Applicable)	STATE MULTI-MODAL Funds	OTHER STATE Funding (If Applicable)	LOCAL Funding (If Applicable)	TOTALS
0MS504.30A	$	$750,000	$	$1,298,500	$2,048,500
TOTAL ELIGIBLE COSTS	$	$750,000	$	$1,298,500	$2,048,500

C. Summary of Project Costs NOT Under this Contract #, if any (For Information Purposes Only)

List any other Funding or Fiscal Share(s) by Project ID Number or PIN (If applicable)	List Name of Fund SOURCE Type (e.g., Other MM1, MM2, MM3, MM4, 100% Local Expenditure, Other State Source (e.g. Member Item, CHIPS, etc.), Public Authority, Private, Utility, Other Federal Aid Category?)	List any other STATE Funding Amounts	List any other FEDERAL or NON-STATE (Local) Funding Amounts	TOTALS
			$	$
		TOTAL Other Costs:	$	$

D. TOTAL PROJECT COST SUMMARY (all Section "B" + "C" funding listed above)

TOTAL FEDERAL AID (if applicable)	TOTAL MULTI-MODAL STATE SHARE(S)	TOTAL LOCAL SHARE	TOTAL OTHER AID (including any other State Aid)	TOTAL FUNDING (all sources)
$	$750,000	$1,298,500	$	**$2,048,500**

Footnotes:

- **For Airport/aviation projects, attach Project Location Map. Project is:**
  - ☐ part of an approved airport layout plan, OR
  - ☐ consistent with an approved airport layout plan

SCHEDULE B: Construction Project Type Phases, Subphases/Tasks, and Allocation of Responsibility

Instructions: Enter an "X" to indicate the appropriate Phase, then assign the responsibility for *each applicable Subphase task* by entering an "X" in either the NYSDOT column to allocate the task to State Labor Forces or a State Contract, or enter an "X" in the other appropriate column to indicate a task allocated to Non-State Labor Forces or a Locally Administered Contract.

PHASE/SUBPHASE	Allocation of Responsibility	
	NYS DOT	MUNICIPALITY
__ A1. Preliminary Engineering ("PE") Phase		
1. Scoping: Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	X	X
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, land use and development analysis and forecasts.		
3. Preliminary Design: Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design subphases or tasks and/or to secure the approval/authorization to proceed.		X
4. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	X	
5. Obtain aerial photography and photogrammetric mapping.		X
6. Perform all surveys for mapping and design.		X
7. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the *Highway Design Manual*, all Highway Design (including pavement evaluations, taking and analyzing cores; design of pavement mixes and applications procedures), preparation of any necessary bridge site data package and all Structural Design (including any necessary hydraulic analyses, foundation design), all design of highway appurtenances and systems (e.g., Signals, IVHS facilities), and maintenance and protection of traffic plans. FRA criteria will apply to rail work.		X
8. Perform landscape design (including erosion control).		X
9. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need for cultural resources survey.		X
10. Prepare demolition contracts; utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separately, any portions of the project which may be more appropriately progressed separately and independently.		X
11. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.		X
12. Conduct any required soils and other geological investigations.		X
13. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocation plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.		X
14. Determine the need and apply for any required permits, including U. S. Coast Guard, U. S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	X	X

15. Prepare and execute any required agreements, including: -- Railroad force account -- Maintenance agreements for sidewalks, lighting, signals, betterments. -- Betterment Agreements -- Utility Work Agreements for any necessary Utility Relocations of Privately-owned Utilities.	X	
16. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E by NYSDOT	X	X
N/A A2. Right-of-Way (ROW) Incidentals		
1. Prepare ARM or other mapping, showing preliminary taking lines.		
2. Prepare Right-of-Way (ROW) mapping.		
3. Obtain abstracts of title **and certify those having an interest in right-of-way to be acquired.**		
4. Secure Appraisals and perform Appraisal Review.		
5. Establish an amount representing just compensation.		
6. Determine whether any "de minimus" or other exemption from public hearing that would otherwise be required by the Eminent Domain Procedure Law is applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**		
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, and are not exempt from hearing requirements per paragraph A2-6 above, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.		
8. Prepare a Table of Right-of-Way Acquisitions for inclusion in the Design Report.		
9. Prepare relocation plans, if required.		
N/A B. Right of Way (ROW) Acquisition (for a Federal-aided project, eminent domain, condemnation or municipal Right-of-Way acquisition activities must be accomplished in compliance with the Uniform Relocation Assistance and Property Acquisition Policy Act of 1970, as amended. NYSDOT will monitor the right-of-way activities for compliance.)		
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. If NYSDOT is to acquire property on behalf of the Municipality, the Municipality agrees to accept delivery of title to any and all permanent property rights acquired for the project (other than any rights of way acquired for a reverse betterment or other project involving an Interstate or state highway) and the Municipality directs its signatory to this agreement to accept delivery of the deed(s) from NYSDOT conveying the acquired property upon completion of the Project or sooner at the mutual agreement of NYSDOT and the municipality. When the Municipality performs Right-of-Way Acquisition work it shall designate the local responsible official for making key decisions regarding the acquisition process (e.g., adoption of a minimum payment; setting the just compensation amount; approval of administrative or legal settlements; need or conditions for releases of encumbrances; signing the acquisition maps; commencement of condemnation proceedings; signing the right-of-way clearance certificate; and other administrative decisions as necessary).		
2. Provide required relocation assistance.		
3. Conduct condemnation proceedings, court, and any other legal actions required to acquire properties.		
4. Monitor all ROW Acquisition work and activities, including review and processing of payments to property owners.		
5. Provide right-of-way Clearance Certificate at appropriate time prior to construction.		

6. Conduct property management activities, including establishment and collection of occupancy and use permit fees, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.		
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.		
___ C. Construction (C), Supervision (C/S) and Inspection (C/I) Phase		
1. Advertise contract lettings and distribute contract documents to prospective bidders.		X
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).		X
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.		X
4. Compile and submit Contract Award Documentation Package.		X
5. Review and approve any proposed subcontractors, vendors, or suppliers.	X	X
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.		X
7(A). For non-NHS or State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions. **7(B) For NHS or State highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of, NYSDOT. The Municipality shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.**	Inspection by NYSDOT	Contractual reqs. of contractor and subs.
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.		X
9. Administer construction contract, including the review and approval of all contractor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	X	X
10. Review and approve all shop drawings, fabrications details, and other details of structural work.		X
11. Administer all construction contract claims, disputes or litigation.		X
12. Perform final inspection of the completed work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	X	X

EXHIBIT A
Work Requirements

The work of the project shall be performed in accordance with the following requirements:

1. The Sponsor shall comply with all applicable statutes, permits, ordinances, rules and regulations relative to the development of the project including those for projects which may have a significant effect on the environment (e.g. the National Environmental Policy Act ("NEPA"), State Environmental Quality Review Act, and Smart Growth Public Infrastructure Policy Act, significant effect on agricultural districts (Agriculture and Markets Law, Article 25AA), the preservation of historic structures, the quality of water and potential for flood hazards and losses (Environmental Conservation Law, Articles 8 and 36) and certify such compliance in a form acceptable to NYSDOT.

2. Contract work with any person, firm, corporation or agency, either governmental or private, to accomplish the Project will be in accordance with applicable State and Federal law. The contract between the Sponsor and its contractor(s) must comply in every way with applicable laws, rules, and regulations. NYSDOT shall not be a party to any such third party contract between the Sponsor and its contractor(s).

3. For Consultant Services – when a Sponsor manages and administers consultant contracts (see Exhibit C for Consultant Selection Procedures) it must ensure that a complete and acceptable product is received on time, within standards, and within budget.

   Sponsor must conduct contract administration activities to ensure that contractual obligations are completed satisfactorily. Generally, these activities include:

   - Monitoring project progress and compliance with contract requirements.
   - Receiving, reviewing and assessing reports, plans and other required products.
   - Reviewing invoices and approving payments.
   - Record-keeping and reporting.
   - Controlling costs and schedule.
   - Identifying changes to the scope of work and preparation of supplemental agreements.
   - Completing performance evaluations.

4. For Construction Projects – Plans, Specifications and Estimates must comply with the following:

   a. As may be required by NYSDOT and for all federal-aid projects: (i) all construction materials and construction methods shall be in accordance with NYSDOT Standard Specifications; (ii) the Sponsor shall design and construct the Project, or cause it to be designed and constructed, in accordance with standards agreed to by NYSDOT under the supervision of a professional engineer, or architect or other professional as agreed to by NYSDOT. Construction supervision work shall be performed by the Sponsor or by contract.
   b. As may be required by NYSDOT and for all federal-aid projects, the record sampling program, independent testing and quality assurance procedures applicable to federal-aid Projects performed by the Sponsor shall be in accordance with NYSDOT Standard Specifications whether or not such procedures are required for the receipt of Federal-Aid.
   c. Any contract plans and specifications submitted to NYSDOT for approval shall be stamped with the seal of a design professional licensed in this State and shall be signed by such professional as approved by NYSDOT. As may be required by NYSDOT and for all federal-aid projects, the plans and specifications shall be filed with NYSDOT.

5. As required by law, construction contract procurements shall be based on competitive bidding, and shall be subject to the approval of NYSDOT, in the following manner:

   a. As may be required by NYSDOT and for all federal-aid projects, prior to advertising for bids, one copy each of the proposed contract, plans, specifications and all related bidding documents shall be submitted to NYSDOT for approval. The bid invitation and the contract to be let shall contain a statement that the contract will be awarded by the Sponsor subject to the approval of NYSDOT.

   b. Advertisement for competitively bid projects must be placed in newspapers, bulletins, trade journals and/or minority publications *for a minimum of three weeks* to insure free and open competition, unless a different period is approved, in writing, by NYSDOT.

c. The following contract award items shall be maintained and submitted to NYSDOT upon request:

1. Proof of publication of advertising for bids.
2. Certification of all bids received with tabulation of up to six lowest.
3. Copy of the proposal signed by the bidder selected for award of the contract.
4. If the award is not to be made to the lowest bidder, a statement of explanation.
5. Bid amount broken down by fiscal shares.
6. Competitive bidding statement.
7. Recommendations for award.
8. Analysis of low bid, including identification of unbalanced bids.
9. Certification of quantities of items bid 25% or greater over the estimate.
10. Non-collusive Bidding Certification.
11. Bidder Debarment History Certification.
12. For contracts over $100,000 or as otherwise required (For Federal Aid projects, defer to DBE requirements):
    - Schedule of proposed MWBE participation; and
    - NYS Uniform Contracting Questionnaire (CCA-1).

6. Force Account Payments – a method of performing construction work using the Sponsor's employees and pre-purchased/delivered materials. The Sponsor must keep supporting documentation for personnel service and non-personnel service costs including the following material:

Payroll Time Sheets – The employee's approval and the employee's supervisor's approval is required on each time sheet. These approvals attest to the employee's assignment and hours worked on the projects indicated, and demonstrate that periods of paid leave are charged to appropriate leave categories or accounts. The individual employee's paid leave time (i.e. holidays, vacation, etc.) cannot be charged to a PIN on a time sheet. Leave time charges are allocated to projects based on an approved methodology. Time sheets must correspond with applicable payroll records and amounts paid for each employee based on a comprehensive payroll/labor cost distribution system.

Non-Personnel Service Costs – Copies of invoices or documentation showing amounts and notations, as may be required to clearly identify the purpose of each item, must be retained and reflect a job cost number for the project.

Project Detail Cost Ledgers - For audit purposes, a Project Detail Cost Ledger, which is reconciled to the Sponsor's General Ledger, is required as the official accounting record of the Sponsor to record and accumulate all cost transactions applicable to the project.

EXHIBIT B
Record Keeping Guidelines

The following are the record keeping requirements for State reimbursement of Multi-Modal Funding-eligible Project costs:

1. *Project Account Cost Classifications.* **Sponsor** shall establish and maintain, in accordance with requirements established by **NYSDOT** and approved by the State Comptroller, separate accounts within its existing accounting system or set up independently, to be known as the Project Account. **Sponsor** will segregate and group Project costs so that **Sponsor** can furnish on reasonable notice, cost information in the following cost classifications:

   (a) Purchase price or value of land;
   (b) Incidental costs of land acquisition;
   (c) Costs of contract construction;
   (d) Engineering costs of plans and designs;
   (e) Engineering costs of supervision and inspection;
   (f) Other administrative costs;
   (g) Costs of equipment acquisition;
   (h) Miscellaneous cost not otherwise included.

2. *Project Account Ledger.* For audit purposes, the Project Account Ledger will record and accumulate all cost transactions applicable to the Project. All costs recorded in the Project Account should be for 100% of such costs without reduction for the non-Federal share, and for any applicable Federal share.

   Every transaction listed on the Project Account Ledger will be recorded in the same level of detail as the total from each supporting source document (no summarization of source documents amounts). All transactions listed on the detail ledger will identify the source document for the transaction by referencing contract/estimate numbers, vendor or payee numbers for vouchers, etc. The applicable accounting system record date will also be included for each transaction.

   The ledgers for the Project will include totals for all transactions recorded during: 1) each accounting month, (2) the fiscal year of the Sponsor, and (3) for the Project life to date.

3. *Eligible Project Costs.* Eligible Project Costs shall consist of costs within the Project Account Cost Classifications that are approved by **NYSDOT** within a Project Budget. The Project Account shall be charged all Eligible Project Costs actually paid for the Project. All costs charged to the Project Account, including any approved services contributed by the **Sponsor** or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail that nature and propriety of the charges, in accordance with the requirements of **NYSDOT** as approved by the State Comptroller.

4. *Source Documents.* The Sponsor will retain an official copy of all original source documents for transactions listed on the Project Detail Ledger. These will be systematically filed in an order that will facilitate retrieval. All expenditure vouchers or other cost documents must also be traceable through the Sponsor's disbursement process to copies of warrants or checks issued and to corresponding documentation maintained in the official accounting records of the Sponsor's central finance office.

5. *Checks, Orders and Vouchers.* Any check or order drawn by the **Sponsor** with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the **Sponsor** stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or part to the Project shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other such documents.

6. *Audit/Disallowances.* Project Costs claimed or previously reimbursed that cannot be supported as outlined herein, are subject to audit disallowance by NYSDOT, the State Comptroller or Officer of the Inspector General. Amounts paid to the Sponsor by NYSDOT that are subsequently disallowed are subject to recovery by NYSDOT from the Sponsor, or at the option of the State, will be offset or reduced against current or future reimbursement claims on the same or other projects.

EXHIBIT C
Consultant Selection Procedures

Unless alternative procedures are approved by NYSDOT, the municipality/Sponsor will employ the following procedures for the selection of any consultant to perform work on their project.

The procedures listed below apply to the procurement of professional services. As shown, differentiations are made at certain stages between architectural/engineering/land surveying (collectively referred to as "A/E") services, and other ("non-A/E") professional services. In addition, the procedures outlined for A/E services only apply to those services with a total dollar value greater than $25,000. For A/E services valued less than $25,000, the non-A/E procedures may be followed. If there is a question as to which procedure is applicable for a given project, the municipality/Sponsor should contact the Local Consultant Selection Coordinator, Contract Management Bureau, NYSDOT, for guidance prior to the initiation of procurement activities.

For illustrative purposes, the procedures below assign functional responsibilities and titles for the various steps. The municipality/Sponsor may substitute their own functional equivalents for these titles, but no substantive changes in the procedure may be made without prior written approval from NYSDOT.

ACTION/TASK PERFORMED BY	ACTION/TASK
Municipality/Sponsor Requiring Consultant	1. Assign a Project Manager (PM) to coordinate and oversee all procurement and consultant activities.
Project Manager	2. Prepare a service contract requirement package. The package should include: (a) a scope of services describing in detail the services to be performed; (b) a schedule for completion of critical tasks in the project; (c) an estimate of the value of the services to be provided, including anticipated staff hours, overhead, profit, and non-salary costs; (d) all other technical data that may be included in the solicitation for professional services, such as minimum qualifications or requirements, maps, plans, etc.
	3. Designate at least three (3) individuals to serve on a consultant selection committee. Committee members should be familiar with the project and/or knowledgeable in the field of professional services being solicited.
	4. Assign a contract number to the assigned contract, (if available, this can be the Project Identification Number (PIN) assigned to the project by NYSDOT).

Project Manager	5.	As needed, Contact NYSDOT to discuss proposed procurement methodology to insure that proper procedures are understood for the type of services to be procured.
Project Manager and Selection Committee	6.	Discuss desirable qualifications of consultant, and establish selection criteria to be utilized in the evaluation of consultant proposals or Expressions of Interest (EOI's). Establish relative weights for each criteria based upon its relative importance to the committee. Examples of commonly used selection criteria include: experience of firm with similar projects; experience of proposed staff with similar projects; experience with municipality/Sponsor; reasonableness of proposed approach and schedule; familiarity with area; etc. A/E PROCUREMENTS MUST BE AWARDED ON A "HIGHEST QUALIFIED" BASIS. THEREFORE THE COSTS AND PRICING OF THESE SERVICES CANNOT BE USED AS A SELECTION CONSIDERATION FOR A/E PROCUREMENTS WITH A VALUE OVER $25,000. COST AND PRICING INFORMATION CAN BE UTILIZED FOR NON-A/E PROCUREMENTS AND FOR A/E PROCUREMENTS WITH A CONTRACT VALUE LESS THAN $25,000.
Project Manager	7.	Establish Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) participation goals, as appropriate.

8. FOR A/E PROJECTS

Prepare a Request for Qualifications (RFQ) package to be sent to all prospective consultants. The RFQ must include the following: (a) a project identification number and indication that the project is federally funded; (b) a statement of the work to be performed; (c) the anticipated project schedule; (d) an estimate of the total project cost; (e) selection criteria, listed in order of decreasing importance (do NOT include criteria weights); (f) DBE requirements, if any; (g) material to be submitted in the Expression of Interest and desired format of submission; (h) number of copies of EOI to be sent, EOI due date, and address where EOI's should be mailed; (i) name, address, and phone number of contact person; (j) any additional project information that may be useful to the consultants in their EOI preparation (ie: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) a statement indicating that responding firms must be licensed to practice engineering in New York State. THERE MUST NOT BE ANY REQUEST FOR COST OR PRICING INFORMATION IN THE RFQ.

8. FOR NON-A/E PROJECTS

Prepare a Request for Proposals (RFP) package to be sent to all prospective consultants. The RFP must include the following: (a) a project identification number and indication that the project is federally funded; (b) a statement of the work to be performed; (c) the nticipated project schedule; (d) an estimate of the total project cost; (e) selection criteria, listed in order of decreasing importance (do NOT include criteria weights); (f) DBE requirements, if any; (g) material to be submitted in the proposal and desired format of submission; (h) number of copies of proposals to be sent, proposal due date, and address where EOI's should be mailed; (i) name, address, and phone number of contact person; (j) any additional project information that may be useful to the consultants in their proposal preparation (ie: availability of plans or maps for inspection, time and date of any planned site tours, etc.); (k) a cost proposal consisting of a lump sum/specific hourly rate for performing the work as outlined in the RFP. Each cost proposal should contain the following elements: (1) Salaries - A salary schedule listing descriptive job titles for the staff to be assigned to

the project and their present hourly rates; (2) Non-Salary Costs - A direct non-salary cost schedule shall list all out-of-pocket expenses expected to be incurred during the performance of the project. Travel, meals, and lodging shall be limited to the prevailing maximum rates as established by the NYS Comptroller, (available from NYSDOT Contract Management Bureau); (3) Cost Summary - A final schedule that summarizes the direct labor, overhead rate, fixed fee (profit), and direct non-salary costs for the project.

Project Manager

9. Make all necessary arrangements for advertisement of the RFQ/RFP. Advertisements must be for one day in the New York State Contract Reporter, except for projects located in the metropolitan New York City area, which must be advertised in the New York State Contract Reporter AND/OR the New York City Record. It is at the municipality/Sponsor's discretion whether to advertise in local newspapers or publications in addition to the required publications.

If the RFQ/RFP is of short length (less than two pages), the entire request can be placed in the advertisement. Proposers will respond directly to the advertisement to the municipality/Sponsor with their EOI's or proposals. If the RFQ/RFP is contains more information than is practical to place in an advertisement, the advertisement should ask for interested firms to submit a one page Letter of Interest (LOI) to the municipality/Sponsor. Firms sending a LOI in response to the advertisement will then be sent a copy of the RFQ/RFP when available. Advertisements requesting LOI's should contain the following information: (a) a project identification number; (b) an indication of the funding source; (c) a brief description of the project scope; (d) an estimate of total project cost; (e) anticipated project start and completion dates; (f) name, address, and phone number of contact person; (g) LOI due date with a statement informing interested firms that those submitting an LOI will receive a copy of the RFQ/RFP when it is available.

10. Issue RFQ/RFP to all responding firms (if requesting Letters of Interest) and any other firms that otherwise request a copy. No copies should be advertised due date of the LOI's.

11. Respond to questions from prospective proposers regarding clarifications, omissions, etc.

12. If as a result of such questions any part of the RFP/RFQ requires clarification, change, or augmentation, issue an addendum to the RFP/RFQ to ALL respondents and, if necessary, extend the response deadline appropriately.

13. If applicable, coordinate site visits for prospective proposers. Arrange for appropriate safety personnel to be present as necessary (ie: flaggers).

14. Make available any plans, maps, reports, and other written material pertinent to the project referred to in the RFP/RFQ for viewing by all interested proposers.

15. Receive all proposals/EOI's and review for proper format and completeness.

16. Prepare scoresheets for use by selection committee in their evaluation of proposals/EOI's. Scoresheets should list all evaluation criteria and summarize the applicable scoring methodology. Generally, scoring should be on a scale of 0 -10 for each evaluation factor,, using whole numbers only.

17. Distribute scoresheets and one copy of each proposal/EOI for each firm to all committee members and establish a date for the selection committee to meet and discuss their reviews and scores.

Selection Committee

18. FOR A/E PROJECTS

Each committee member individually reviews each Expression of Interest received and assigns scores for each selection factor. Upon completion of all reviews, returns scoresheets to Project Manager for tabulation of rankings.

18. FOR OTHER PROJECTS

Each committee member individually reviews each proposal received and assigns scores for each selection factor. Upon completion of all reviews, returns scoresheets to Project Manager for tabulation of rankings

Project Manager	19.	Tabulates scores from all committee members (multiplying scores by their factor weights) Summarizes composite scores in rank order and returns a summary of scoring to committee members for discussion at committee meeting.	19.	Tabulates scores from all committee members. (multiplying scores by factor weights). Summarizes composite scores in rank order and returns a summary of scores to committee members for discussion at committee meeting. Also, summarizes pricing information for all firms and distributes to committee members
Selection Committee	20.	FOR A/E PROJECTS Each committee member reviews their scores and the overall rankings. Committee meets to discuss the scores for the top ranked firms. Members should discuss the strengths and weaknesses of each of the top firms, and revise their scores as appropriate as a result of discussions. At the conclusion of the meeting, all final scores are returned to the Project Manager for tabulation.	20.	FOR OTHER PROJECTS Each committee member reviews their scores and the overall rankings. Committee meets to identify those firms that are technically qualified to perform project work. Those firms that are determined to be qualified have their cost information reviewed. Discussions should be held amongst the committee members to determine which firm(s) offer the best combination of technical merit and cost. Members have the opportunity to revise their scores as a result of discussions.
Project Manager	21.	Tabulates final scores. Contacts NYS NYSDOT of Transportation for approval of recommended firm (go to step 24) <u>OR</u> invites top ranked firms to prepare oral presentations. Firms should be provided with a list of questions that they will be	21.	Contacts NYS NYSDOT of Transportation for approval of recommended firm (go to step 24) <u>OR</u> invites top ranked firms to prepare oral presentations. firms should be provided with a list of questions that they will be expected to answer at the oral

		expected to answer at the oral presentation as well as the factors the committee will be using to evaluate their presentations. *The use of oral presentations is optional for all projects and at the discretion of the locality/Sponsor.*	presentation as well as the factors the committee will be using to evaluate their presentations. *The use of oral presentations is optional for all projects and at the discretion of the locality/Sponsor.*
Selection Committee *(if oral presentations are to be held)*	22.	Attends oral presentations and evaluates each firm based on the predetermined factors. Committee members should take written notes for each firm, highlighting the relative strengths and weaknesses of each firm in terms of the evaluation factors.	22. Attends oral presentations and evaluates each firm based on the predetermined factors. Committee members should take written notes for each firm, highlighting the relative strengths and weaknesses of each firm in terms of the evaluation factors and cost considerations.
Project Manager *(if oral presentations were held)*	23.	Summarizes committee comments and recommendation.	
Project Manager	24.	Contacts winning firm to initiate contract negotiations and informs all other proposers upon successful negotiations that they have not been selected. If unable to reach agreement with the first firm end negotiations with notification. Repeat with second firm.	

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate

any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct

an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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

https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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

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

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

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

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

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

jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

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

(1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontactor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a.) withholding of payments to the contractor under the contract until the contractor complies, and/or

(b.) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorportation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail.
(3) Attach all pertinent material.

Submitting Department
(Dept. Name & Location)

Public Works
335 Yaphank Avenue
Yaphank, NY 11980

Department Contact Person
(Name & Phone No.):

William Hillman, P.E.
Chief Engineer
852-4002

Suggestion Involves:

___ Amendment

_X_ New Program

___ Grant Award

___ Contract (New ___ Rev.____)

Summary of Problem: (Explanation of why this legislation is needed.)

Dredging of County Waters at North Haven and South Ferry Terminal Basins.
This project will receive $750,000 in Multi Modal IV funding.

Proposed Changes in Present Statute: (Please specify section when possible.)

Not Applicable

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1580

Intro. Res. No. - 2014 Laid on the Table 6/3/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS IN CONNECTION WITH INTERCHANGE IMPROVEMENTS FOR CR 111 AT THE L.I.E. SERVICE ROADS (CP 5123)

WHEREAS, the Commissioner of Public Works has requested funds for construction in connection with Interchange Improvements for CR 111 at the L.I.E. Service Roads; and

WHEREAS, there are Federal and/or State funds available from the Federal Highway Administration for this project, identified as PIN OT1854, under the Federal Highway Administration (FHWA) funding, with a share allocation of eighty percent (80%) Federal funds and twenty percent (20%) County funds; and

WHEREAS, the County must first pass a resolution and have State and local agreements in place prior to final issuance of the Federal authorization; and

WHEREAS, the County must first instance fund the entire cost of the project and will subsequently be reimbursed for the Federal and/or State Marchiselli portion; and

WHEREAS, a portion of the professional engineering services associated with the planning, design and construction of this project have been and may continue to be performed by the staff of the Department of Public Works; and

WHEREAS, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of $6,000,000 in Suffolk County Serial Bonds; now, therefore, be it

1st **RESOLVED**, Resolution No. 992-2013 approved by the County Legislature issued a SEQRA determination of Non-Significance as the project's proposed action will not exceed any of the criteria set forth in Title 6 NYCRR, Part 617.7; the proposal does not significantly threaten any unique or highly valuable environmental or cultural resources as identified in or regulated by the Environmental Conservation Law of the State of New York or the Suffolk County Charter and the Suffolk County Code; construction impacts for this proposal will be temporary and not result in any long term environmental damage; and traffic congestion will be reduced resulting in improved traffic safety; therefore, the provisions of SEQRA have been complied with and no further environmental review is necessary; and be it further

2nd **RESOLVED**, that it is hereby determined that this project, with a priority ranking of fifty six (56) 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 the County Department of Public Works is hereby authorized, empowered and directed to take such action as may be necessary to complete Interchange Improvements for CR 111 at the L.I.E. Service Roads, pursuant to Section C8-2 (A) of the Suffolk County Charter; and be it further

4th **RESOLVED**, that the proceeds of $1,200,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-5123.310 (Fund 001 Debt Service)	50	Interchange Improvements for CR 111 at the L.I.E. Service Roads	$1,200,000

and be it further

5th **RESOLVED,** that Federal Aid in the amount of $4,800,000 be and it hereby is appropriated as follows:

Project No.	J.C.	Project Title	Amount
Ref-525-5123.310	50	Interchange Improvements for CR 111 at the L.I.E. Service Roads	$4,800,000

6th **RESOLVED**, that the County Comptroller is directed to limit the serial bond borrowing to the County share of $1,200,000; and be it further

7th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized and directed to accept Federal funding in the amount of $4,800,000; and be it further

8th **RESOLVED**, that the County Comptroller is authorized to issue bond anticipation notes for the total Federal share of $4,800,000; and be it further

9th **RESOLVED,** that the County Treasurer and County Comptroller are hereby authorized and directed to place into a debt service reserve fund any federal or state aid received for this project, that is required to pay down debt service borrowed in excess of the serial bond borrowing limit of $1,200,000 for the County share; and be it further

10th **RESOLVED**, that the County Treasurer and County Comptroller are hereby authorized to accept Federal and/or State Marchiselli aid in connection with this project; and be it further

11th **RESOLVED**, that this resolution will become effective upon receipt of the Federal Authorization; and be it further

12th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute the standard agreement for reimbursement with the New York State Department of Transportation and any and all contract documents related to this

project, on behalf of the County of Suffolk providing for the municipality's participation in the above referenced project.

DATED:

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

APPROPRIATING FUNDS IN CONNECTION WITH INTERCHANGE IMPROVEMENTS FOR CR 111 AT THE L.I.E. SERVICE ROADS (CP 5123)

3. Purpose of Proposed Legislation

SEE NO. 2 ABOVE

4. Will the Proposed Legislation Have a Fiscal Impact? Yes X No _____

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

SERIAL BONDS WILL BE ISSUED TO FINANCE THE PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.

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

SEE ATTACHED DEBT SCHEDULE.

8. Proposed Source of Funding

SERIAL BONDS.

9. Timing of Impact 2014

10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
DEBRA A. KOLYER CHIEF FINANCIAL ANALYST		

SCIN FORM 175b (10/95)

** **

Monday, May 19, 2014

TIP Format Report for Selected Projects

AGENCY PIN WORKTYPE <AQ STATUS> / AQ CODE	PROJECT DESCRIPTION / COUNTY / TOTAL PROJECT COST	FUND SOURCES & OBLIGATION DATE	TOTAL 5-YEAR PROGRAM in millions of dollars	PHASE	5-YEAR PROGRAM (FFY) Starting October 01, 2013						
					PRE FFY 2014	FFY 2014	FFY 2015	FFY 2016	FFY 2017	FFY 2018	POST FFY 2018
SUFFOLK CO. **0T1854** CONST <Exempt>	IMPROVES CAPACITY ON LIE NORTH SERVICE ROAD RAMP &OPERATION OF LIE WB ENTRANCE RAMP. CR 111 EXISTING LEFT TURN LANES WILL BE LENGTHEN (CONCRETE MEDIAN REMOVED) & EXISTING ENTRANCE RAMP WILL BE EXPANDED FROM ONE LANE TO TWO LANES IN TOWN OF BROOKHAVEN	NHPP 04/2014 LOCAL 04/2014	4.800 1.200	CONST CONST		4.800 1.200					
AQC:D1	SUFFOLK **TPC:** $7.5-$12 M	**TOTAL 5YR COST :**	6.000		0.000	6.000	0.000	0.000	0.000	0.000	0.000

2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT

TITLE OF BILL: Appropriating Funds in Connection with Interchange Improvements for CR 111 at the L.I.E. Service Roads (CP 5123).

PURPOSE OR GENERAL IDEA OF BILL: Provide for improvements on CR111 at its interchange with the service roads of the LIE. There is severe congestion at this location during Friday and Sunday afternoons/evenings from April to October, as this is a highly used juncture for recreational traffic destined to the South Fork of Long Island. Improvements will facilitate traffic flow and decrease congestion, improving air quality and motorist safety. The project also includes removal of the concrete median on the bridge.

SUMMARY OF SPECIFIC PROVISIONS: As a Federally funded project (80% Federal), mandated milestones must be met in insure that Federal funds are obtained, including the passage of a County resolution prior to final Federal authorization, which must occur prior to September 1, 2014.

JUSTIFICATION: This will enable Suffolk County to construct interchange improvements on CR 111 at its juncture with the service roads of the LIE.

FISCAL IMPLICATIONS: Bonds will be issued to finance this project and principal and interest costs will be incurred over the life of the Bonds.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS

GILBERT ANDERSON, P.E.
COMMISSIONER

PHILIP A. BERDOLT
DEPUTY COMMISSIONER

DARNELL TYSON, P.E.
DEPUTY COMMISSIONER

MEMORANDUM

TO: Jon Schneider, Deputy County Executive

FROM: Gilbert Anderson, P.E. Commissioner

DATE: May 21, 2014

RE: Appropriating Funds in Connection with Interchange Improvements for CR 111 at the L.I.E. Service Roads (CP 5123)

Attached is a draft resolution to appropriate the sum of $6,000,000 for construction in connection with the above referenced project. There are sufficient funds included in the 2014 Capital budget and program for this project.

This is a Federally funded project. Mandated milestones must be met to insure that Federal funds are obtained. Recent changes to the procedures for obtaining final Federal authorization require that the County pass a resolution and have local and State contracts in place prior to final authorization, which must occur prior to September 1, 2014 or the County risks the loss of the Federal funding for this project.

This funding will provide for improvements on CR111 at its interchange with the service roads of the L.I.E. There is severe congestion at this location during Friday afternoons/evenings and Sunday afternoon/evenings from April to October, as this is a highly used juncture for recreational traffic destined to the South Fork of Long Island. These improvements will facilitate traffic flow and decrease congestion, which in turn will improve air quality and motorist safety. The project also includes removal of the concrete median on the bridge.

The Suffolk County Council on Environmental Quality has reviewed this project and issued a determination of Non-Significance. The Suffolk County Legislature concurred with this finding pursuant to Resolution 993-2013.

An e-mail version of this resolution was sent to CE RESO REVIEW saved under the title "Reso-DPW-CP5123(CR111).doc".

GA/WH/td
attach.
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
William Hillman, P.E., Chief Engineer
Charles Jaquin, Acting Head of Finance Division

1580

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail.
(3) Attach all pertinent material.

Submitting Department
(Dept. Name & Location)

Public Works
335 Yaphank Avenue
Yaphank, NY 11980

Department Contact Person
(Name & Phone No.):

William Hillman, P.E.
Chief Engineer
852-4002

Suggestion Involves:

___ Amendment

_X_ New Program

___ Grant Award

___ Contract (New ___ Rev.___)

Summary of Problem: (Explanation of why this legislation is needed.)

Funding to allow for Interchange Improvements for CR 111 at the L.I.E. Service Roads. Project cost will reimbursed 80% by Federal aid.

Proposed Changes in Present Statute: (Please specify section when possible.)

Not Applicable

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1581

Intro. Res. No. - 2014 Laid on the Table 6/3/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT WITH HUDSON RIVER HEALTHCARE, INC. (HRHCare) FOR THE OPERATION OF THE MARTIN LUTHER KING JR. COMMUNITY HEALTH CENTER IN WYANDANCH

WHEREAS, there remains an unprecedented fiscal crisis in the County of Suffolk, in part due to substantial reductions in Article 6 State Aid funding for services provided in the County's network of Health Centers; and

WHEREAS, the New York State Department of Health (NYSDOH) has encouraged the Suffolk County Department of Health Services (SCDHS) to exit the direct health care business for primary care; and

WHEREAS, on October 30, 2013 a Request for Proposals (RFP) Waiver was approved for the Department of Health Services to enter into a contractual agreement with Hudson River Healthcare, Inc. (HRHCare) for administrative, management and primary health care services at the Martin Luther King Jr. Community Health Center (the "Health Center"); and

WHEREAS, HRHCare is a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas; and

WHEREAS, HRHCare is the only FQHC currently operating in Suffolk County; and

WHEREAS, this transaction will maintain continuity of care to patients during the transition, and will expand services in compliance with FQHC program requirements; and

WHEREAS, the proposed agreement requires payment to HRHCare from the County for a five (5) year period, to begin in 2014 totaling $14.6 million over that period, and will result in an estimated net savings to Suffolk County over the five (5) year period of $8.6 million dollars; and

WHEREAS, HRHCare will provide for the continuation of a program for outpatient diagnosis and treatment of New York State mandated public health services on behalf of the County in a separate written agreement with the County; and

WHEREAS, HRHCare will operate the Health Center at its current location, using the name Martin Luther King Jr. Community Health Center, in addition to its own name, at 1556 Straight Path, Wyandanch, N.Y. through a lease agreement with the County; now, therefore be it

1st **RESOLVED**, that the County Executive is hereby authorized to execute an agreement with Hudson River Healthcare, Inc., in a form substantially similar to the draft attached hereto, for a term not to exceed five (5) years, subject to the approval of the County Attorney, for the operation of a Health Center in Wyandanch under the Article 28 license of HRHCare, and to assist this entity in the establishment of a FQHC Health Center at this site, contingent upon State approvals necessary for SCDHS to cease operations of its existing Article 28 health center at the current Wyandanch site, and also contingent upon federal and State

approvals necessary for HRHCare to begin operation of an Article 28 FQHC health center in a seamless transition; and be it further

2nd **RESOLVED,** that the financial arrangement with HRHCare shall be in the form of a Community Benefit Grant limited to a term of five (5) years, a lease agreement and certain assets and inventory used in the Health Center, without further financial commitment on the part of Suffolk County; and be it further

3rd **RESOLVED,** that certain assets and inventory, including equipment and furniture, used to carry out the function and operation of the Health Center in Wyandanch as set forth in the proposed contract presented with this Resolution are declared surplus to the County needs; and be it further

4th **RESOLVED,** that the agreement presented with this Resolution may include the transfer of designated equipment and furniture to HRHCare purchased with either County or State funds, a review by the County Attorney having determined that there are no bonding issues preventing transfer of the equipment and furniture; and be it further

5th **RESOLVED**, that HRHCare will operate the Health Center at its current location, using the name Martin Luther King Jr. Community Health Center, in addition to its own name; and be it further

6th **RESOLVED,** that the County is authorized to execute all documents necessary to enable HRHCare to occupy the property located at 1556 Straight Path, Wyandanch, N.Y., subject to the approval of the County Attorney; and be it further

7th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, subject to the approval of the County Attorney, to execute any and all related documents necessary to effectuate or otherwise give full force and effect to this transaction, the execution of which by the County Executive and/or his designee shall be conclusive evidence of the approval, the authorization and the direction thereof of this Legislature; and be it further

8th **RESOLVED,** that 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 non-applicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

_____

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation

Resolution X Local Law ____ Charter Law ____

Title of Proposed Legislation
REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT WITH HUDSON RIVER HEALTHCARE, INC. (HRHCare) FOR THE OPERATION OF THE MARTIN LUTHER KING JR. COMMUNITY HEALTH CENTER IN WYANDANCH

3. Purpose of Proposed Legislation
This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the Martin Luther King Jr., Community Health Center as a Federally Qualified Health Center located at 1556 Straight Path, Wyandanch, New York.

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

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

County	X	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:

The fiscal impact of this agreement is a net savings to Suffolk County of $8.6 million over five years, while providing increased services at the health center through the Federally Qualified Health Center (FQHC) model of care: mental health services will be expanded, hours of operation will be expanded and dental services will be provided. The annual Community Benefit Grant is significantly lower than the cost incurred by the County to provide the current level of services and a portion of the County CBG costs is eligible for Article 6 Public Health State aid. Suffolk County will commit to a five year annual Community Benefit Grant (CBG) payment to HRH Care Inc., which averages $2.9 million a year, or $14.6 million over the five-year term of the agreement.

7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.
2014-2019

8. Proposed Source of Funding
There is adequate funding in the 2014 Adopted Operating Budget for the CBG agreement. Annual payments to HRH Inc. will be included in the 2015- 2019 Suffolk County Operating Budgets.

9. Timing of Impact
2014

10. Typed Name & Title of Preparer	*11. Signature of Preparer*	*Date*
Diane E. Weyer *Principal Financial Analyst*		6/3/14
Chief Budget Examiner		6/3/14

SCIN FORM 175b (10/95)

FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER $1000
TOTAL	$0	$0.00	$0.000

NOTES:
1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

To be completed by the Executive Budget Office

Additional back-up material regarding IR 1581 is on file in the Legislative Clerk's Office, as well as on-line.

2014 Intergovernmental Relations
Memorandum of Support

TITLE OF BILL: Requesting legislative approval of a contract with Hudson River Healthcare, Inc. (HRHCare) for the operation of the Martin Luther King Jr. Community Health Center in Wyandanch.

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to approve a contract award with Hudson River Healthcare, Inc. for the operation of the Martin Luther King Jr., Community Health Center located at 1556 Straight Path, Wyandanch, New York.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: This legislation will provide the County with net savings to their operating expenses by transitioning the Martin Luther King Jr. Community Health Center to a Federally Qualified Health Center (FQHC) managed by HRHCare. HRHCare is a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas.

FISCAL IMPLICATIONS: The County will realize net savings of $8.6 million over a five year period.

COUNTY OF SUFFOLK

STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

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

June 2, 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 request Legislative approval of a contract with Hudson River Healthcare, Inc. (HRHCare) for the operation of the Martin Luther King Jr. Community Health Center in Wyandanch. This legislation is needed to approve a contract award with Hudson River Healthcare, Inc. for the operation of the Martin Luther King Jr., Community Health Center located at 1556 Straight Path, Wyandanch, New York.

I have enclosed a financial impact statement and all other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Diane Weyer at 4-0146. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-HRHCare MLK HC.docx."

Sincerely,

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

Enclosures

JLT/lw

C: Dennis M. Cohen, Chief Deputy County Executive
Thomas Vaughn, Director of Intragovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive
Barry S. Paul, Deputy Commissioner
Jennifer L. Culp, Assistant to the Commissioner of Health Services
Diane E. Weyer, Principal Financial Analyst

Public Health
Prevent. Promote. Protect.

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

1581

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

(1) Please limit this suggestion form to ONE proposal.
(2) Describe in detail.
(3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):
Department of Health Services
3500 Sunrise Hwy, Suite 124
Great River, NY 11739

Department Contact Person
(Name & Phone No.):
Diane E. Weyer
Principal Financial Analyst
854-0146

Suggestion Involves:

_____ Technical Amendment

_____ New Program

_____ Grant Award

_X_ Contract (New _X_ Rev. ___)

Summary of Problem: (Explanation of why this legislation is needed.)
This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the Martin Luther King Jr., Community Health Center located at 1556 Straight Path, Wyandanch, New York.

Proposed Changes in Present Statute: (Please specify section when possible.)

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

D R A FT

Community Benefit Grant Contract

This Contract ("Contract") is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, having its principal office at 300 Center Drive, Riverhead, New York 11901, acting through its duly constituted **Department of Health Services ("Department")**, located at 3500 Sunrise Highway, Suite 124, Great River, New York 11739-9006, and

Hudson River Healthcare, Inc. ("Contractor"), a New York not-for-profit corporation licensed to operate under Article 28 of the New York Public Health Law, having offices at 1200 Brown Street, Peekskill, New York 10566 and 1037 Main Street, Peekskill, New York 10566, each individually a "Party" and together referred to herein as "the Parties".

The Parties hereto desire to make available Health Care Services **("Services")** at the Martin Luther King Jr. Health Center located at 1556 Straight Path, Wyandanch, NY **("Health Center")**, for the Department as further described in this Contract.

Term of the Contract: XXXX, 2014 through XXXX, 2019

Total Cost of the Contract: Shall not exceed $14,654,677.00 in the form of Community Benefit Grant funding, and as further set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1, 2, 3,4, 5, and 6 attached hereto and made a part hereof.

In Witness Whereof, the Parties hereto have executed the Contract as of the latest date written below.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DRAFT

HUDSON RIVER HEALTHCARE, INC.

By: _____
Name: Anne Nolon
Title: President and CEO

Federal Taxpayer ID. No. 13-2828349

Date: _____

_____, hereby certifies under penalties of perjury that I am an officer of Hudson River Healthcare, Inc., that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Hudson River Healthcare, Inc. meets all requirements to qualify for exemption thereunder.

_____
Name:

Date_____

Approved as to Form:
Dennis M. Brown, Suffolk County Attorney

By: _____
Phyllis Seidman
Assistant County Attorney

Date:_____

COUNTY OF SUFFOLK

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Date:_____

Approved:
Department of Health Services

By:_____

Date: _____

Recommended:
Division of Patient Care Services

By:_____
Jennifer Culp
Assistant to the Commissioner

Date:_____

DRAFT

List of Articles & Exhibits

Article I
Description of Services

Article II
Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Subject to Appropriation of Funds
4. Budget Deficiency Plan
5. Accounting Procedures
6. Audit
7. Comptroller's Rules and Regulations for Consultant's Agreements
8. Expenditures Must Conform to Applicable Law
9. Payments Limited to Actual Net Expenditures
10. Payments Contingent upon State/Federal Funding
11. Denial of Aid
12. Contract Years
13. Payment Terms
14. Limit of County's Obligation

Exhibit 1
County Terms and Conditions

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest

DRAFT

21. Cooperation on Claims
22. Confidentiality
23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Notice

Exhibit 2
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Safeguarding Personal Information of Minors
13. Suffolk County Local Laws Website Address

Exhibit 3
HIPAA Business Associate Agreement

Exhibit 4
Medical Records Custodial Agreement

Exhibit 5
Lease Agreement

Exhibit 6
Equipment and Furnishings Transfer List

Appendices

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Exhibit A
Verification of Submission of Living Wage Law Approval

Exhibit B
Suffolk County Department of Labor-Labor Mediation Unit
Union Organizing Certification/Declaration-Subject To Audit

Exhibit C
Verification of Submission of Lawful Hiring of Employees

Exhibit D
Certification Regarding Lobbying

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Description of Services

Whereas, the Department is seeking to enter into a contract with the Contractor for the provision of services in accordance with Resolution No.; and

Whereas, an RFP Waiver to authorize the Department to enter into a contract for Health Care Services **("Services")** with the Contractor at the Health Center was issued on October 30, 2013; and

Whereas, the Contractor is an Article 28 licensed facility pursuant to New York State Public Health Law **("PHL")**; and

Whereas, the Contractor is a Federally Qualified Health Center **("FQHC")** that receives federal grant support from the Health Resources and Services Administration **("HRSA")** within the United States Department of Health and Human Services **("HHS")** pursuant to Section 330 of the Public Health Service Act, to provide, or arrange for the provision of high quality, cost-effective, community-based comprehensive primary and preventive health care and related services to medically underserved communities; and

Whereas, the Contractor requires and the County agrees to provide a limited (both time-limited and monetarily-limited) Community Benefit Grant **("CBG")** to enable the Contractor to demonstrate financial neutrality and operate without a loss in accordance with federal requirements;

Now, Therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the Parties agree as follows:

1. Conflicting Provisions

In the event of any conflict between this **Article I** and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this **Article I** shall prevail.

2. Contract Contingencies

This Contract is contingent upon State approvals necessary for the Department to cease operations of its existing Article 28 health center at the current Amityville site, and also contingent upon federal and State approvals necessary for HRHCare to begin operation of an Article 28 FQHC health center at the current Amityville site.

3. Contractor's General Duties and Obligations

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. Warranties and Representations

a. The Contractor warrants that it shall become and remain during the term of this Contract, an Article 28 licensed facility at this site pursuant to the PHL and the Contractor shall immediately notify the Department of any changes relative to its status as an Article 28 licensed facility at this site or of

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communications from New York State Department of Health (**"NYSDOH"**) relative to the Contractor maintaining such status.

b. The Contractor warrants that it is, and shall remain during the term of this Contract, an FQHC that receives federal grant support from HRSA within HHS pursuant to Section 330 of the Public Service Act, to provide or arrange for the provision of high quality, cost effective community-based comprehensive primary and preventive health care and related services to medically underserved communities and the Contractor shall immediately notify the Department of any changes to its status as a FQHC or of communications from HHS relative to the Contractor maintaining such status.

c. In accordance with applicable laws, including the Contractor's Board of Directors by-laws and nominating process, the Contractor agrees that its Board of Directors shall maintain a total of two (2) Suffolk County residents for the Term of this contract.

d. The Contractor shall maintain the name "Martin Luther King Jr. Community Health Center" both on the exterior façade of the facility and on correspondence and documents required for operation of the facility, in addition to its own name.

5. Health Center Programs

a. The Contractor shall furnish adequate, qualified and trained personnel, and such other services as may be necessary to provide health care services to patients of the Health Center in compliance with its license issued pursuant to Article 28 of the New York State Public Health Law and its obligations and requirements for the maintenance of an FQHC. The operation of the Health Center Program shall be performed in a competent, skillful, efficient and professional manner by the Contractor.

b. The Contractor shall provide, as part of the Services of the Health Center, a program for immunization of infants and children. The goal of this program shall be to increase immunization levels by removing, to the fullest extent, possible limitations on access to immunizations and unnecessary barriers to immunization.

6. Family Planning Services

a. The Contractor agrees that for the Term of this Contract and for the period of time that the Contractor is operating the Health Center in a County-owned or County-leased facility, the Contractor shall provide Comprehensive Family Planning and Reproductive Health Care Services (**"Family Planning Services"**). Such services shall include: a screening medical history and physical examination; screening for health risk factors, including cervical cancer, sexually transmitted diseases and HIV/AIDS; disease prevention/health promotion education and counseling; and pre-conceptual counseling.

b. The Department shall use best efforts to work with NYSDOH and the Contractor to transfer the Department's current Family Planning Services grant to the Contractor and the Contractor agrees to use best efforts to apply for similar grants and funding when eligible to do so.

7. Tuberculosis and Sexually Transmitted Disease Services

The Contractor agrees that for the Term of this Contract and, if requested by the County, for the subsequent period of time that the Contractor is operating the Health Center in a County-owned or County-leased facility, the Contractor and the County shall, in a separate written agreement signed by both parties, provide a program for outpatient diagnosis and treatment of tuberculosis infection and disease and for diagnosis and

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treatment of sexually transmitted diseases.

8. Space for County Operated WIC Programs

a. The County is the grantee and operator of the Women, Infants and Children's **("WIC")** Nutrition Program in Suffolk County. The County and the Contractor jointly recognize the desirability of providing to the patients of the Health Center and other residents of the area the food vouchers and nutrition counseling services of the WIC Program. The Contractor agrees that for the Term of this Contract and for the period of time that the Contractor is operating the Health Center in a County-owned or leased facility, the Contractor shall provide adequate space and telephone service in the Health Center, at no additional cost to the County, for County staff and equipment to operate the WIC Program.

b. Contractor shall provide all maintenance and custodial services for the space reserved for County programs.

9. Health Center Premises

The Contractor's responsibility for the premises comprising the Health Center, including the building, and all related facilities, improvements, permanent installations, and parking used in the operation of the building shall be as set forth in the "Lease Agreement" executed by the parties and any amendments thereto **(Exhibit 5)**, which shall be incorporated by reference herein.

10. Equipment and Furnishings

a. The equipment and furnishings listed in the "Equipment and Furnishings Transfer List" attached hereto **(Exhibit 6)** and made a part hereof has been declared surplus by Suffolk County and shall be transferred "as is" to the Contractor upon execution of the Contract.

b. Applicable warranties and available documents evidencing ownership of such equipment and furnishings shall be transferred by the County to the Contractor upon execution of the Contract.

c. Without limiting the provisions of Exhibit 1, paragraph 10. of this Contract entitled "Indemnification and Defense," it is expressly understood that Contractor accepts and assumes all risk of liability and agrees to defend, indemnify and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses with regard to the equipment and furnishings transferred hereunder and the Contractor is estopped and precluded from asserting any theories of liability against the County or seeking any remedies from the County in connection with such equipment and furnishings. The County assumes no liability whatsoever for such equipment and furnishings.

11. General Public Health Works Services

It is understood that the nature and extent of any of the Services hereunder related to NYSDOH defined "General Public Health Works" **("GPHW")** campaign, which are provided by and claimed under the Contract by the Contractor shall be subject to the general supervision, review and control of the Commissioner or the Commissioner's duly delegated representative. Such services may include, but are not limited to, chronic disease prevention, communicable disease control, and immunization. The operation of such programs shall be performed in a competent, skillful, efficient and professional manner by the Contractor.

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12. Excluded/Debarred Party

The Contractor represents and warrants that neither it, nor its employees or contractors, are excluded from participation, and are not otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Contractor, or one of its employees or subcontractors, is excluded from participation or becomes otherwise ineligible to participate in any such program during the Term of the Contract, the Contractor shall notify the Department in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Contractor, the Department reserves the right to immediately terminate the Contract. The Contractor further represents and warrants it shall, at a minimum, check all of its employees and subcontractors on a monthly basis against:

a. The General Services Administration's Federal Excluded Party List System or any successor system; and

b. The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list; and

c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

Notwithstanding the terms of Exhibit 1, paragraph 2, the Contractor's failure to comply with the requirements of this paragraph shall constitute an Event of Default.

13. Reports/Progress Meetings

a. The Contractor shall meet with the Department as reasonably requested to report on the Services provided pursuant to this Contract.

b. The Contractor shall be responsible for issuing timely reports in writing on the status of Services and pending and proposed activities at the Health Center, in a form and manner as may reasonably be requested by the Department, including but not limited to:

i. Quarterly financial status reports for years one and two of the Contract;

ii. Semi-Annual financial status reports for years three, four, and five of the Contract;

iii. Annual Report of Actual Net Expenditures (Health Center Gross Expenditures less Revenues excluding Community Benefit Payment), and comparison of Statement of Expenditures and Revenues to the original proposed five (5) year model by HRHCare:

iv. Quarterly reports of patient counts, visits, demographics and services provided for years one through five of the Contract;

v. Quarterly report of diagnosis codes for patient visits for years one through five of the Contract;

vi. Quarterly expenditure reports for years one through five of the Contract;

vii. Copies of annual reports provided to State and federal entities for years one through five of the Contract;

viii. Copies of any reports related to this Contract that are required by NYSDOH, as may be

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requested by the Department for all Contract years.

14. Furnishing of Information

The Contractor shall furnish, at such reasonable times as the Department may request, any and all information concerning the Health Center, including, but not limited to, the medical, statistical, administrative, and fiscal operations carried out under this Contract.

15. Compliance with New York State Health Regulations

To the extent applicable and in accordance with Title 10, N.Y.C.R.R. section 400.4 entitled "All Facilities-General Requirements, Contracts":

a. The Contractor shall comply with applicable provisions of Chapter V of Title 10 (Health) of the New York Codes, Rules and Regulations, entitled "Medical Facilities."

b. Pursuant to Title 10, N.Y. C. R. R. section 400.4 (4) the Parties agree that: "Notwithstanding any other provision in this Contract, the facility remains responsible for ensuring that any service provided pursuant to this Contract complies with all pertinent provisions of federal, State and local statutes, rules and regulations." For purposes of this Contract, the "facility" shall mean the Contractor.

16. Federal Requirements Relating to Access to Records

To the extent applicable, in accordance with Section 1861(v)(i) of the Social Security Act, as amended by Public Law 96-499, and the regulations promulgated thereunder (42 CFR Part 420), the Secretary of the Department of Health and Human Services or the Comptroller General (or their duly authorized representatives) may request, and the Contractor shall provide, review of this Contract and any agreement between the Contractor and a related organization with respect to services provided to the Contractor exceeding ten thousand dollars ($10,000) over any twelve-month (12) period and such other books, documents and records necessary to verify the nature and extent of the costs incurred under such agreements. Access to such agreements, books, documents and records shall be available for four (4) years subsequent to the provision of such services.

17. Maintenance of Medical Records

All Medical, Unit and Case Records of patient records and charts, including Master Card Files, whether paper or electronic, that pre-date the execution date of this Agreement **("Existing Records")** shall be held for the County by the Contractor as custodian pursuant to the terms of the "Medical Record Custodial Agreement" executed by the Parties and incorporated by reference herein **(Exhibit 4)**. In the event of any conflict between this paragraph and the Medical Record Custodial Agreement, the latter shall prevail unless it is expressly stated that this paragraph shall prevail.

18. Separate Books and Records

The Contractor shall keep and maintain effective and separate records concerning all costs incurred and income directly received by the Contractor in the performance of this Contract and shall have available for audit and inspection by federal, State and County governments, all of its plants, facilities, statistical, financial, accounting and other books and records, including, but not limited to, those pertaining to the Services funded by this Contract, at all reasonable times and places during the period of this Contract and for at least seven (7) years from the date of final payment hereunder or for such longer period as the Department in writing shall require. The Contractor further agrees that it shall keep its clinical and all other program

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records available for inspection and evaluation by properly authorized personnel of the County, the State and the Government of the United States, subject to any limitations or restrictions imposed by any statutes, rules or regulations governing confidentiality of patient records. The Contractor, in accordance with the policies and procedures developed by the County, shall keep separate books and records of all revenues remitted directly to the Health Center. Such books and records shall not include revenues received directly by the County for services rendered at the Health Center. Furthermore, such books and records shall be made available in accordance with the aforementioned provisions.

19. Insurance

In addition to the provisions of paragraph 11. of Exhibit 1 to this Contract, during the Term and until the anniversary of the last day of the Term or earlier termination of this Contract, the Contractor shall secure and maintain in full force and effect, at the Contractor's sole expense, comprehensive professional liability insurance covering all licensed personnel providing services at the Health Center with limits equal to or greater than those referenced in subparagraph a.iv. of paragraph 11. of Exhibit 1 to this Contract.

20. Compliance with False Claims Policy and Code of Conduct

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of the Department's Mandatory Provider Compliance/False Claims Policy **("Policy")** and Code of Conduct and any amendments thereafter. Said Policy and Code of Conduct can be viewed online at the Department's website. Go to "Suffolk County Department of Health Services", choose "Document and Forms", "Commissioner," and then "SCDHS Mandatory Provider Compliance / False Claims Policy."

21. Certification Regarding Lobbying

Together with this Contract and in addition to any other certificates regarding lobbying as may be required by County law, as a condition precedent to the execution of this Contract by the County, the Contractor shall have executed and delivered to the Department the "Certification Regarding Lobbying", if payment under this Contract may exceed $100,000. Such Certification is required by 31 U.S.C. Section 1352 and regulations thereunder. The Contractor shall promptly advise the County of any material change in any of the information reported on such Certification and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the Term.

22. Termination

a. It is understood by the parties that the Contractor operates the Health Center under its own license pursuant to Article 28 of the New York Public Health Law and is a FQHC pursuant to Section 330 of the Public Health Service Act. Therefore, notwithstanding the terms of Exhibit 1, paragraph 9. d. with regard to the Contractor discontinuing the Services upon notice of termination, the Contractor may continue to operate the Health Center upon payment of fair market rental value of the premises, as determined by the County, however, the services it may continue to provide shall not be considered Services performed pursuant to this Contract in consideration of the CBG, and the County shall have no further financial obligation upon termination.

b. Notwithstanding the terms of Exhibit 1, paragraph 9. b. with regard to Event of Default:

i. In the event of the Contractor's failure to comply with applicable federal, State or local laws, rules, or regulations, the Contractor may be given, at the discretion of the County, ten (10)

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days for an opportunity to cure all failures of such obligations prior to termination by the County. In the event that the Contractor has not cured all of its failures to fulfill such obligations to the reasonable satisfaction of the County by the end of the ten (10) day period, the County may issue a termination notice, effective immediately.

ii. In the event of a failure on the part of the Contractor to observe any material term or condition of this Agreement, the Contractor may be given, at the discretion of the County, thirty (30) days for an opportunity to cure all failures of its obligations prior to termination by the County. In the event that the Contractor has not cured all of its failures to fulfill its obligations to the reasonable satisfaction of the County by the end of the thirty (30) day period, the County may issue a termination notice, effective immediately.

c. The Contractor shall have the right to terminate this Contract if the County fails to pay for Services rendered under this Contract in accordance with its terms and conditions. This will be considered an Event of Default. The County shall be given thirty (30) days for an opportunity to cure prior to termination. In the event that the County has not cured its failure to fulfill its payment obligation by the end of the thirty (30) day period, the Contractor may issue a termination notice, effective immediately.

End of Text for Article I

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Article II
Financial Terms and Conditions

1. Conflicting Provisions

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

2. General Payment Terms

a. Presentation of Suffolk County Payment Voucher

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher **("Voucher")**, which shall be documented by sufficient, competent and evidential matter. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 5(b) of Article II.

b. Voucher Documentation

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31st day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

c. Payment by County

Payment by the County shall be made within thirty (30) days after approval of the Voucher by the Comptroller.

d. Final Voucher

The acceptance by the Contractor of payment of all billings made on an approved voucher shall operate as and shall be a release of the County from all claims by the Contractor through the date of the Voucher.

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3. Subject to Appropriation of Funds

a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.

b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County, in consultation with the Contractor, shall have the right to:

i. determine how to pay for the Services;

ii. determine future payments to the Contractor; and

iii. determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

4. Budget Deficiency Plan

The County may, during the Term, impose a Budget Deficiency Plan (BDP). In the event that a Budget Deficiency Plan is imposed, the County shall promptly notify the Contractor in writing of the terms and conditions thereof, which shall be deemed incorporated in and made a part of the Contract, and the Contractor shall implement those terms and conditions in no less than fourteen (14) days. If the terms of the BDP impair the Contractor's ability to perform under this Contract, the Contractor shall so notify the County within ten (10) days after notice from the County of the imposition of a BDP. The County and the Contractor agree to determine if the BDP imposition will require a cessation of any or all of the Services required under this Contract.

5. Accounting Procedures

a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with Generally Accepted Accounting Principles **("GAAP")** and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph **(b)** below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.

b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

c. If not otherwise submitted in compliance with paragraph 13 of Article I of this Contract, the Contractor shall submit a report to the County at the end of each year of the Contract Term, indicating the combined results of the financial operation of the Health Center. The report shall

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include a listing of the Contractor's expenses that are ineligible for State Aid, including but not limited to fringe benefits and indirect costs. The Contractor shall utilize both the modified accrual basis and cash methods of accounting and will submit all financial reports and vouchers based on these methods of accounting during the Term.

6. Audit

a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source. The Comptroller utilizes Government Auditing procedures. The Contractor shall receive reasonable advance notice of an audit via an engagement letter and entrance conference in which the audit procedure shall be fully explained. Following an exit conference, if the Contractor disputes the audit findings, it shall all legal remedies available to it.

b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 5(b) of Article II.

7. Comptroller's Rules and Regulations for Consultant's Agreements

The Contractor shall comply with the "Comptroller's Rules and Regulations for Consultant's Agreements" as promulgated by the Department of Audit and Control of Suffolk County and any amendments thereto during the Term of the Contract. The "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCountyny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

8. Expenditures Must Conform to Applicable Law

The Contractor agrees that its expenditures shall conform to applicable provisions of federal, State and local finance Laws and customary prevailing governmental regulations, practices and standards.

9. Payments Limited to Actual Net Expenditures

If, for any reason whatsoever, the Health Center's annual Actual Net Expenditures (Health Center Gross Expenditures, less Revenues exclusive of Community Benefit Payment,) are less than the amount specified in the Contract during the Term, the total County Community Benefit Payment specified in this Contract shall be reduced to the amount of actual Net Expenditures. The total amount to be paid by the County shall not exceed the lesser of (i) approved actual Net Expenditures or (ii) the total cost of the Contract. If the Contractor's total amount of allowable Net Expenditures is less than the total amount of the payments made during the Term, the Contractor shall adjust the year-end Suffolk County Payment Voucher for the difference between the two (2) amounts. Upon termination or expiration of the Contract, if the Contractor's total amount of allowable expenses is less than the total amount of the payments made during the Term, the

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Contractor shall prepare a check payable to the Suffolk County Treasurer for the difference between the two amounts and submit such payment to the County, along with the final Suffolk County Payment Voucher. Funding secured and obligated by the Contractor to expand the scope of services offered at the Health Center shall be exempt from the reconciliation process provided that satisfactory proof of any such service expansion obligations are provided in advance to the County.

10. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to paragraph 11. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

11. Denial of Aid

If a State or Federal government agency is funding the Contract and fails to approve aid in reimbursement to the County for payments made hereunder by the County to the Contractor for expenditures made during the Term solely because of any act, omission or negligence on the part of the Contractor, then the County may deduct and withhold from any payment due to the Contractor an amount equal to the reimbursement denied by the state or federal government agency, and the County's obligation to the Contractor shall be reduced by any such amounts. In such an event, if there should be a balance due to the County after it has made a final payment to the Contractor under the Contract, on demand by the County, the Contractor shall reimburse the County for the amount of the balance due the County, payable to the Suffolk County Treasurer. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

12. Contract Years

Contract Years shall be defined as follows;

Contract Year One: , 2014 through, 2015

Contract Year Two: , 2015 through, 2016

Contract Year Three: , 2016 through, 2017

Contract Year Four: , 2017 through, 2018

Contract Year Five: , 2018 through, 2019

13. Payment Terms

a. Subject to the terms of this Contract the Contractor shall be paid:

i. $3,198,812 in Contract Year One;

ii. $3,174,212 in Contract Year Two;

iii. $2,933,212 in Contract Year Three;

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iv. $2,680,676 in Contract Year Four; and

v. $2,667,765 in Contract Year Five of this Contract.

b. The Contractor shall be paid in equal monthly increments, prorated as necessary.

c. Payments for the final month of each contract year shall be adjusted if necessary in accordance with paragraph 9 entitled "Payments Limited to Actual Net Expenditures" of this Article II. The Voucher for the final month of each contract year shall include a certification of total actual expenditures for the contract year in accordance with paragraph 9 of this Article II. All Vouchers and forms must be signed in ink by duly authorized persons and certification of such authorization with certified specimen signatures thereon must be filed with the Department by a duly authorized official of the Contractor.

14. Limit of County's Obligation

a. The amount to be paid by the County to the Contractor in the form of: Community Benefit Payments as set forth herein; the equipment and furnishings listed in the Equipment and Furnishings Transfer List; and facility space as set forth in the Lease Agreement, shall constitute the full obligation of the County in connection with this Contract and any matter arising therefrom. In no event shall the County be required to reimburse or compensate the Contractor for any type of funding deficit or shortfall caused by the Contractor or resulting from reduced revenue from any other source.

b. The County shall have no financial obligation to the Contractor with regard to the Services covered by this Contract beyond the Term of this Contract.

End of Text for Article II

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Exhibit 1
County Terms and Conditions

1. Elements of Interpretation

As used throughout the Contract:

a. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.

b. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Meanings of Terms

As used in the Contract:

"**Comptroller**" means the Comptroller of the County of Suffolk.

"**Contract**" means all terms and conditions herein forming all rights and obligations of the Contractor and the County.

"**Contractor**" means the signatory person, partnership, corporation, association or other entity, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services.

"**County**" means the County of Suffolk, its departments, and agencies.

"**County Attorney**" means the County Attorney of the County of Suffolk.

"**Department**" means the signatory department approving the Contract.

"**Engineering Services**" means the definition of the practice of engineering and the definition of practice of land surveying, as the case may be, under Section 7201 and Section 7203 of the State Education Law, respectively.

"**Event of Default**" means

a. the Contractor's failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor's failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor's failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor's failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor's bankruptcy or insolvency; or

f. The Contractor's failure to cooperate in an Audit; or

g. The Contractor's falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor's failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

"**Federal**" means the United States government, its departments and agencies.

"**Fund Source**" means any direct or indirect sum payable to the Contractor by the County pursuant to any lawful obligation.

"**Legislature**" means the Legislature of the County of Suffolk.

"**Services**" means all that which the Contractor must do, and any part thereof arising out of, or in connection with, the Contract as described in **Article I** "Description of Services."

"**State**" means the State of New York.

"**Suffolk County Payment Voucher**" means the document authorized and required by the Comptroller for release of payment.

"**Term**" means the time period set forth on page one of the Contract and, if exercised by the County, the option period.

3. Contractor Responsibilities

a. It shall be the duty of the Contractor to discharge, or cause to be discharged, all of its responsibilities, and to administer funds received in the interest of the County in accordance with the provisions of the Contract.

b. The Contractor shall promptly take all action as may be necessary to render the Services.

c. The Contractor shall not take any action that is inconsistent with the provisions of the Contract.

d. Services provided under this Contract shall be open to all residents of the County.

4. Qualifications, Licenses, and Professional Standards

a. The Contractor represents and warrants that it has, and shall continuously possess, during the Term, the required licensing, education, knowledge, experience, and character necessary to qualify it to render the Services.

b. The Contractor shall continuously have during the Term all required authorizations, certificates, certifications, registrations, licenses, permits, and other approvals required by Federal, State, County, or local authorities necessary to qualify it to render the Services.

5. Notifications

a. The Contractor shall immediately notify the County, in writing, of any disciplinary proceedings, commenced or pending, with any authority relating to a license held by any person necessary to qualify him or the Contractor to perform the Services.

b. In the event that a person is no longer licensed to perform the Services, the Contractor must immediately notify the County, but in no event shall such notification be later than five (5) days after a license holder has lost the license required to qualify the license holder or the Contractor to perform the Services.

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

6. Documentation of Professional Standards

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

7. Credentialing

a. In the event that the Department, or any division thereof, maintains a credentialing process to qualify the Contractor to render the Services, the Contractor shall complete the required credentialing process. In the event that any State credential, registration, certification, or license, Drug Enforcement Agency registration, or Medicare or Medicaid certification is restricted, suspended, or temporarily or permanently revoked, it is the duty of the Contractor to contact the Department, or division thereof, as the case may be, in writing, no later than three (3) days after such restriction, suspension, or revocation.

b. The Contractor shall forward to the Department, or division thereof, as the case may be, on or before July 1 of each year during the Term, a complete list of the names and addresses of all persons providing the Services, as well as their respective areas of certification, credentialing, registration, and licensing.

8. Engineering Certificate

In the event that the Contract requires any Engineering Services, the Contractor shall submit to the County, no later than the due date for submission for approval of any engineering work product, the Certificate of Authorization ("Certificate"), issued pursuant to § 7210 of the New York Education Law, of every person performing any Engineering Services. The failure to file, submit or maintain the Certificate shall be grounds for rejection of any engineering work product submitted for approval.

9. Termination

a. Thirty Days Termination

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

b. Event of Default; Termination on Notice

i.) The County may immediately terminate the Contract, for cause, upon such terms and conditions it deems appropriate, in the Event of Default.

ii.) If the Contractor defaults under any other provision of the Contract, the County may terminate the Contract, on not less than five (5) days notice, upon such terms and conditions it deems appropriate.

c. Termination Notice

Any notice providing for termination shall be delivered as provided for in paragraph 33 of this **Exhibit 1.**

d. Duties upon Termination

i.) The Contractor shall discontinue the Services as directed in the termination notice.

ii.) Subject to any defenses available to it, the County shall pay the Contractor for the Services rendered through the date of termination.

iii.) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

iv.) Upon termination, the Contractor shall reimburse the County the balance of any funds advanced to the Contractor by the County no later than thirty (30) days after termination of the Contract. The provisions of this subparagraph shall survive the expiration or termination of the Contract.

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this **Exhibit 1**.

10. Indemnification and Defense

a. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with the Contract.

b. The Contractor hereby represents and warrants that it will not infringe upon any copyright in performing the Services. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright.

c. The Contractor shall defend the County, its agents, servants, officials, and employees in any proceeding or action, including appeals, arising out of, or in connection with, the Contract, and any copyright infringement proceeding or action. Alternatively, at the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorneys' fees or salary costs of County employees of the Department of Law for the defense of any such suit.

11. Insurance

a. The Contractor shall continuously maintain, during the Term of the Contract, insurance in amounts and types as follows:

i.) **Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage. The County shall be named an additional insured.

ii.) **Automobile Liability** insurance (if any non-owned or owned vehicles are used by the Contractor in the performance of the Contract) in an amount not less than Five Hundred Thousand Dollars ($500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars ($100,000.00) for property damage per occurrence. The County shall be named an additional insured.

iii.) **Workers' Compensation** and **Employer's Liability** insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

iv.) **Professional Liability** insurance in an amount not less than Two Million Dollars ($2,000,000.00) on either a per-occurrence or claims-made coverage basis.

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

c. All policies providing such coverage shall be issued by insurance companies authorized to do business in New York with an A.M. Best rating of A- or better.

d. The Contractor shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance and certificates, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements.

e. In the case of commercial general liability insurance, and business use automobile insurance, the Contractor shall furnish to the County, prior to the execution of the Contract, a declaration page or insuring

agreement and endorsement page evidencing the County's status as an additional insured on said policy, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

f. All evidence of insurance shall provide for the County to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in the policy to which such evidence relates. It shall be the duty of the Contractor to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy.

g. In the event the Contractor shall fail to provide evidence of insurance, the County may provide the insurance required in such manner as the County deems appropriate and deduct the cost thereof from a Fund Source.

12. Independent Contractor

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

13. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

14. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by both parties.

15. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

16. Non-Discrimination in Services

a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status:

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

b. The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, or have the effect of substantially impairing the Contract with respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, in determining:

i.) the Services to be provided, or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

iii.) the class of individuals to be afforded an opportunity to receive the Services.

17. Nonsectarian Declaration

The Services performed under the Contract are secular in nature. No funds received pursuant to the Contract shall be used for sectarian purposes or to further the advancement of any religion. The Services will be available to all eligible individuals regardless of religious belief or affiliation.

18. Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of New York, without

regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

19. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provision. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure or forbearance.

20. Conflicts of Interest

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

21. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of, or in connection with, the Contract.

22. Confidentiality

Any document of the County, or any document created by the Contractor and used in rendering the Services, shall remain the property of the County and shall be kept confidential in accordance with applicable laws, rules, and regulations.

23. Assignment and Subcontracting

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

b. Such Assignment shall be subject to all of the provisions of the Contract and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.

24. Changes to Contractor

a. The Contractor may, from time to time, with the County's consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 33 of this **Exhibit 1** of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

25. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

26. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the Contractor, and the County.

27. Publications

Any book, article, report, or other publication related to the Services provided pursuant to this Contract shall contain the following statement in clear and legible print:

> "This publication is fully or partially funded by the County of Suffolk."

28. Copyrights and Patents

a. Copyrights

If the work of the Contractor should result in the production of original books, manuals, films, or other materials for which a copyright may be granted, the Contractor may secure copyright protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

b. Patents

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

29. Arrears to County

The Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon any debt, contract, or any other lawful obligation, and is not in default to the County as surety.

30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in **Exhibit 2** entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

31. Record Retention

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

Together with this Contract and as a condition precedent to its execution by the County, the Contractor shall have executed and delivered to the County the Certification Regarding Lobbying (if payment under this Contract may exceed $100,000) as required by Federal regulations, and shall promptly advise the County of any material change in any of the information reported on such Certification, and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the term of this Contract.

33. Notice

Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and 2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788-0099.

End of Text for Exhibit 1

Exhibit 2
Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIRED FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE COUNTY ATTORNEY'S OFFICE AND THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled"Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of

an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit 2

Exhibit 3
HIPAA Business Associate Agreement

Whereas, the Suffolk County Department of Health Services ("Covered Entity" or "County") and the Contractor ("Business Associate") (collectively "Parties") are subject to the Privacy and Security Rules (45 Code of Federal Regulations (CFR) Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191; and

Whereas, the Parties are also subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which was adopted as part of the American Recovery and Reinvestment Act of 2009 and which, along with HIPAA and the Privacy and Security Rules, imposed new requirements on Business Associates with respect to the privacy, security, and breach notification of Protected Health Information; and

Whereas, in the course of rendering services for Covered Entity pursuant to the Contract, as that term is defined herein, Business Associate may come into contact with, use, or disclose Protected Health Information, as that term is also defined herein; and

Whereas, the Federal privacy and security regulations set forth at 45 CFR Part 160 and 164, require Covered Entity to have a written memorandum with each of its Business Associates, pursuant to which Covered Entity obtains satisfactory assurances that Business Associate will appropriately safeguard Protected Health Information that Business Associate may create or receive from or on behalf of the Covered Entity.

Now, therefore, in furtherance of their obligations under the Federal regulations regarding HIPAA and HITECH and for the term set forth on page one of the Contract, the Parties agree to the following terms and conditions:

I. General

A. HIPAA, HITECH and Omnibus Rule Compliance.

1. Business Associate and Covered Entity hereby agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this HIPAA Business Associate Agreement ("BA Agreement") between Business Associate and Covered Entity as if set forth in this BA Agreement in their entirety.

2. Business Associate shall, and shall require its agents or subcontractor(s), to be aware of the provisions of the "Omnibus Final Rule, 45 CFR Parts 160 and 164 Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Genetic Information Nondiscrimination Act (GINA); Other Modifications to the HIPAA Rules" ("Omnibus Final Rule") that was published in the Federal Register on January 25, 2013, and effective March 26, 2013. Business Associate shall be in compliance on or before the enforcement date of the Omnibus Final Rule.

3. Business Associate shall cooperate with Covered Entity in executing any appropriate agreements necessary for compliance with HIPAA, HITECH, the Omnibus Final Rule, and any other federal and state laws and regulations relating to the protection and confidentiality of health information.

B. Definitions

1. **General**. Terms used but not otherwise defined in this HIPAA Business Associate Agreement ("BA Agreement") shall have the same meaning as those terms in the Privacy Rule and the Security Rule as further defined below.

2. **Specific**

a) "Breach" means acquisition, access, use, or disclosure, of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security or privacy of the Protected Health Information, as further defined in 45 CFR §164.402.

b) "Breach Notification Rule" means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164.

c) "Contract" means that agreement between Covered Entity and Business Associate pursuant to which the Underlying Services are provided, including any amendments or extensions thereto.

d) Designated Record Set means:

(1) A group of records maintained by or for Covered Entity that is:

(i) The medical records and billing records about individuals maintained by or for a Covered Entity health care provider;

(ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for Covered Entity.

e) "Electronic Protected Health Information" or "EPHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information that Business Associate receives, creates, maintains, uses, discloses, or transmits from, or on behalf of, Covered Entity.

f) "Individual" has the same meaning as set forth in 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

g) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at set forth in 45 CFR parts 160 and 164.

h) "Protected Health Information" or "PHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity. Protected Health Information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity shall include records of all services provided at Business Associate's facilities at the time such services are provided.

i) "Required by Law" has the same meaning as set forth in 45 CFR § 164.103.

j) "Secretary" means the Secretary of the United States Department of Health and Human Services (HHS) or his/her designee.

k) "Security Incident" has the same meaning set forth at 45 CFR § 164.304.

l) "Security Rule" means the Security Standards set forth at 45 CFR Parts 160 and 164.

m) "Underlying Services" means, to the extent and only to the extent they involve the creation, maintenance, or transmission of PHI, the services performed by Business Associate for Covered Entity pursuant to the Contract.

n) "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as set forth in CFR § 164.402.

II. Privacy Rule

A. Obligations and Activities of Business Associate

1. Compliance.

a) Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by the Contract or as Required by Law. In the event of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.

b) In those instances where Covered Entity has delegated a duty of the Covered Entity to Business Associate and where such duty involves activities that are subject to the regulation of the Privacy Rule and/or the Security Rule, Business Associate shall comply with all provisions and requirements of the Privacy Rule and/or the Security Rule as would be applicable to Covered Entity were Covered Entity performing such duty.

c) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

2. Privacy Safeguards and Policies. Business Associate agrees to use all appropriate safeguards to prevent use or disclosure of PHI or EPHI in violation of the Privacy Rule, the Security Rule, or as may otherwise be prohibited by the Contract. This includes, but is not necessarily limited to, Business Associate implementing administrative, physical, and technical safeguards to reasonably and appropriately protect PHI against any reasonably anticipated threats or hazards, by utilizing the technology commercially available to Business Associate.

Without limiting the generality of the foregoing sentence, Business Associate will:

a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by the Security Rule;

b) Ensure that any agent(s) or subcontractor(s) of Business Associate, to whom Business Associate provides EPHI, agrees in writing to implement reasonable and appropriate safeguards to protect EPHI;

c) Immediately report to Covered Entity any use or disclosure of PHI not provided for by this BA Agreement of which Business Associate becomes aware in accordance with 45 CFR § 164.504(e)(2)(ii)(C); and

d) Immediately report to Covered Entity any breaches of Unsecured Protected Health Information as set forth in 45 CFR § 164.410 and any Security Incident of which it becomes aware.

3. **Potential Breach and Breach.**

a) Business Associate agrees to exercise reasonable diligence, and implement reasonable systems, for the discovery of any attempted, or successful, acquisition, access, use, or disclosure which is not permitted under 45 CFR 164 subpart E, of the Privacy Rule (hereinafter, "Potential Breach"), and immediately report to Covered Entity any such Potential Breach.

b) Business Associate agrees to assist Covered Entity in compliance with the Breach Notification Rule, including, but not limited to, agreeing to report to Covered Entity any modification, destruction of information, or interferences with system operations (e.g., operation of its information systems) of which it becomes aware.

c) In recognition of Covered Entity's responsibility under the Breach Notification Rule to notify the subject of any Breach of PHI in violation of the Privacy Rule without unreasonable delay, but in no case later than sixty (60) days after discovery of a Breach, and in recognition that the date of the discovery of the Breach by Business Associate is imputed to Covered Entity, Business Associate shall transmit a report of a Breach or Potential Breach to Covered Entity immediately, but in no event later than three (3) days after discovery of any Breach or Potential Breach. Such reports shall be directed to the attention of Covered Entity's HIPAA Privacy Officer.

d) Such reports shall include: date of report; date of Breach or Potential Breach; discovery date of Breach or Potential Breach; name, address and telephone number of any patient affected; description of what happened, including the names of any staff involved, types of information involved, whether the information was Unsecured Protected Health Information; description of what is being done to investigate and mitigate; steps patient(s) should take to protect themselves from harm resulting from Potential Breach; whether subject is living or deceased (if known); if deceased, name of next of kin or personal representative (if known); name, title and telephone number of submitting staff member.

e) In the event that all facts and circumstances surrounding the Breach or Potential Breach are not known at the time of the report to Covered Entity, Business Associate shall continue its investigation and shall immediately provide Covered Entity's HIPAA Privacy Officer with all additional information resulting from such continued investigation.

f) Business Associate shall promptly provide such additional information as is reasonably requested by Covered Entity to facilitate Covered Entity's analysis and determination of whether the Potential Breach is a Breach requiring notification of the subject of the breached PHI.

g) Where Breach notification to the patient is required, after consultation with Business Associate, Covered Entity shall determine whether such Breach notification will be provided by Covered Entity or by Business Associate.

h) Business Associate agrees to require its employees, agents, and subcontractors, to immediately report to Business Associate a Breach or Potential Breach. Immediately upon receipt of such report, Business Associate shall notify Covered Entity as set forth in sections II.A.3. c-g above.

i) Failure to timely report a Breach or Potential Breach to Covered Entity may result in cancellation of the Contract.

j) Business Associate agrees to mitigate any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Privacy Rule or any other laws, rules or regulations pertaining to the protection and confidentiality of health information.

4. **Business Associate's Agents and Subcontractors**. Business Associate agrees to ensure that any of its agents or subcontractors that receive, create, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

5. **Access to Designated Record Sets.**

a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.524, to the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set.

b) The Covered Entity shall forward to Business Associate in a timely manner an Individual's request for access to, or a copy of, such Individual's PHI that is in the possession of Business Associate and/or Business Associate's agent(s) and/or Business Associate's subcontractor(s). Business Associate shall then make available the Individual's PHI to the Individual in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524.

c) If Business Associate receives a request directly from an Individual for access to or a copy of the Individual's PHI and the PHI is in the sole possession of Business Associate and/or Business Associate's agents and/or Business Associate's subcontractor(s), Business Associate shall provide the Individual with access to or copies of the Individual's PHI in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524. Business Associate shall notify Covered Entity, in such form and manner as may be requested by Covered Entity, of the Individuals to whom it provided PHI in accordance with this subsection.

d) If Business Associate receives a request for PHI not in its possession and in the possession of Covered Entity or receives a request from other than the Individual or Covered Entity, Business Associate shall promptly forward the request to Covered Entity, to the attention of Covered Entity's HIPAA Privacy Officer. Business Associate shall then assist Covered Entity as necessary in responding to the request in the manner required by 45 CFR § 164.524.

e) If Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as the regulations permit.

6. **Amendments to Designated Record Sets.**

a) At the request of Covered Entity, Business Associate agrees to make any amendment(s) to an Individual's PHI in a Designated Record Set which may be in possession of Business Associate and which Covered Entity granted pursuant to 45 CFR §164.526. Business Associate agrees to make such amendments in the time and manner designated by Covered Entity in order to assist with Covered Entity's compliance with 45 CFR §164.526.

b) If a request for amendment is made directly to Business Associate by an Individual, Business Associate shall consult with Covered Entity as to the request and act on such request in the same manner and time frame as would be required for Covered Entity by 45 CFR §164.526. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the action taken regarding such request.

7. **Accountings of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. **Requests for Accountings of Disclosures.**

a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.528, Business Associate agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, information collected in accordance with Section II.A.7. of this BA Agreement.

b) If a request for information collected in accordance with Section II.A.7. of this BA Agreement is made directly to Business Associate by an Individual, Business Associate shall act on such request in the manner and time frame as would be required for Covered Entity by 45 CFR §164.528. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the information provided to the Individual.

9. **Access to Books and Records**. Business Associate shall make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to Covered Entity, or to the Secretary, in a time and manner requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

B. **Permitted Uses and Disclosures by Business Associate.**

1. **Contract**. Business Associate may create, maintain, or transmit PHI solely (1) as necessary to provide the Underlying Services to Covered Entity, provided that such disclosure is in compliance with each applicable requirement of the Privacy Rule and/or the Security Rule, (2) as required by Law or (3) as expressly otherwise

authorized under this BA Agreement. Business Associate shall not create, maintain, or transmit PHI for any other purpose or in any other manner.

2. **Use and Disclosure for Administration of Business Associate**. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI for the proper management and administration of the health care operations of Business Associate or to carry out the legal responsibilities of Business Associate with respect to its health care operations provided that any such disclosures are Required by Law or that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. **Minimum Necessary**.

1. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.

3. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

D. **Permissible Requests by Covered Entity**. Except as set forth herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

III. Security Rule Compliance

A. **Obligations and Activities of Business Associate**

1. **Compliance**. Business Associate must comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule, including, without limitation, compliance with the provisions of 45 CFR 164 Subpart C. In case of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.

2. **Security Safeguards and Policies**.

a) Business Associate agrees to ensure that it has implemented administrative, physical and technical safeguards in accordance with the provisions of 45 CFR §§ 164.308, 164.310, and 164.312, which safeguards reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. This includes, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect Covered Entity's PHI against any reasonably anticipated threats or hazards.

b) Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. Business Associate shall maintain appropriate documentation of its compliance with the Security Rule, including, but not limited to, documentation related to its assessment of security risks.

3. **Security Provisions in Business Associate Contracts**. In accordance with 45 CFR § 164.308(b)(2), Business Associate agrees to ensure that any of its agents or subcontractors, that receive, create, maintain, or transmit electronic PHI on behalf of Business Associate agree, in writing, to comply with 45 CFR 164 Subpart C and agree to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

4. **Reporting of Security Incidents**. Business Associate shall immediately report to Covered Entity's Privacy Officer any Security Incident (as defined by the Security Rule) of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C).

5. **Security Compliance Review Upon Request**. Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the security of EPHI received from, created by or received by Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

6. **Cooperation in Security Compliance**. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security Rule.

B. Electronic Transaction Standards.

1. Business Associate shall, to the extent applicable, comply with all HIPAA standards and requirements with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions").

2. Business Associate shall make software which it licenses to Covered Entity, if any, perform all Covered Transactions compliant, to the extent applicable, with HIPAA, HITECH, the Privacy Rule, and the Security Rule.

3. Business Associate represents and warrants that it is aware of all current HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements which become effective from time to time. Business Associate agrees that its compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

IV. Term and Termination.

A. Term. Subject to section IV.D. below this BA Agreement shall be effective as of the effective date of the Contract and shall terminate on the date set forth on page 1 of the Contract, inclusive of options, 1) unless such term is amended by the Parties, in which case this BA shall terminate on the date set forth in such amendment or 2) unless terminated sooner by the Covered Entity pursuant to the terms of the Contract or this BA Agreement.

B. Termination for Cause. Business Associate authorizes termination of the Contract, including this BA Agreement, by Covered Entity, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the BA Agreement and, if an opportunity to cure is granted by Covered Entity, Business Associate has not cured the violation within the time specified by Covered Entity. It shall be in the sole discretion of Covered Entity as to whether to provide an opportunity to cure a violation of this BA Agreement prior to terminating the Contract for cause pursuant to this section.

C. Obligations of Business Associate Upon Termination.

1. Upon expiration or termination of this Agreement for any reason, Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form, including, without limitation, in electronic form. In lieu of returning such PHI, Covered Entity, in its sole discretion, may agree to allow Business Associate to destroy such PHI. In either event, Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of Business Associate's agents or subcontractors. Business Associate's agents and subcontractors shall not retain copies of PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Covered Entity, in its sole discretion, determines that that return or destruction of PHI is not feasible, Business Associate shall:

   a) extend the protections for PHI set forth in this BA Agreement to such PHI;

   b) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the protected health information for as long as business associate retains the PHI; and

   c) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained, subject to the same conditions set forth in this BA Agreement as applied prior to termination or expiration.

D. Survival. The terms of this BA Agreement and the obligations of the Business Associate hereunder shall survive the termination or expiration of this BA Agreement and shall remain in effect until all PHI is destroyed or returned to Covered Entity.

V. Miscellaneous.

A. Regulatory References. A reference in this BA Agreement to a section in HIPAA or HITECH or any of the rules, regulations or federal guidance issued under HIPAA or HITECH means the section as in effect or as amended.

B. Amendment. The Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and/or HITECH.

C. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA and/or HITECH.

D. **Conflict in Terms**.

a) The terms of this BA Agreement are hereby incorporated in their entirety into the Contract.

b) Except as otherwise set forth in the BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Contract, the terms of this BA Agreement shall prevail with respect to PHI or EPHI.

c) The terms of the Contract which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. The Contract, together with this BA Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original.

E. **Other Obligations**. This BA Agreement does not affect any other terms or obligations in the Contract between the Parties with respect to matters not involving the confidentiality, use, or disclosure of PHI or EPHI. This BA Agreement, however, does supersede all other obligations in the Contract between the Parties to the extent they involve the confidentiality, use, or disclosure of PHI or EPHI.

End of Text for Exhibit 3

Medical Record Custodial Services Agreement

This Agreement ("Agreement") is between the **County of Suffolk ("County")**, a municipal corporation of the State of New York, having its principal office at 300 Center Drive, Riverhead, New York 11901, acting through its duly constituted **Department of Health Services ("Department")**, located at 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739, and

Hudson River Healthcare, Inc. ("Contractor"), a New York not-for-profit corporation licensed to operate under Article 28 of the New York Public Health Law having offices at 1200 Brown Street, Peekskill, New York 10566 and 1037 Main Street, Peekskill, New York 10566.

The parties hereto desire to make available to the County Medical Record Custodial Services **("Services")** for the Martin Luther King Jr. Health Center located at 1556 Straight Path, Wyandanch, New York 11798 **("Health Center")**, as further described in this Agreement.

Term of Agreement:	Shall commence on Date and continue as more fully set forth in paragraphs 9 and 13 herein.
Total Cost of Agreement:	No Cost to County.
Terms and Conditions:	Shall be as set forth herein and in Exhibits A, B and C.

In Witness Whereof, the parties hereto have executed the Agreement as of the latest date written below.

Signatures appear on the following page.

DRAFT

Hudson River Healthcare, Inc.

By: _____
Name:
Title:

Federal Taxpayer ID. No. 13-2828349

Date: _____

_____, hereby certifies under penalties of perjury that I am an officer of Hudson River Healthcare, Inc., that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Hudson River Healthcare, Inc. meets all requirements to qualify for exemption thereunder.

_____
Name

Date_____

Approved as to Form:
Dennis M. Brown, Suffolk County Attorney

By: _____
Phyllis Seidman
Assistant County Attorney

Date:_____

COUNTY OF SUFFOLK

By:_____
Dennis M. Cohen
Chief Deputy County Executive

Date:_____

Approved:
Department of Health Services

By:_____
Diane E. Weyer
Principal Financial Analyst

Date:_____

Recommended:
Division of Patient Care Services

By:_____
Jennifer Culp
Assistant to the Commissioner

Date:_____

DRAFT

Exhibit A
Terms and Conditions

Whereas, the County was the operator of the Health Center, licensed under Article 28 of the New York Public Health Law; and

Whereas, the County and the Contractor have agreed that, upon commencement of the Community Benefit Grant Contract (HSV Contract No. 001-4101-4980-00-00006) between the County and the Contractor, the Contractor shall become the operator of the Health Center; and

Whereas, the Parties desire to arrange for the transfer by the Department of maintenance, storage, and retention of all of the Health Center's current patient records and charts, including Master Card Files, whether paper or electronic that pre-date the effective date of this Agreement (the **"Existing Records"**), to the Contractor, to be held by the Contractor as custodian pursuant to the terms of this Agreement;

Now, Therefore, in consideration of the mutual covenants contained herein and other valuable consideration, the parties hereto agree as follows:

1. Existing Records. Existing Records means all current patient records and charts, including Master Card Files, whether paper or electronic that pre-date the effective date of this Agreement.

2. Master Card Files. Master Card Files are an Alphabetical file of 4X6 inch cards that are maintained in the Health Center's Medical Records Department. These cards contain information on each patient that receives services in the health center, including but not limited to demographic information, medical record archive information, deceased status, and some Protected Health Information **("PHI")**. These documents must be maintained permanently.

3. New Records. New Records means all patient record entries and charts generated by the Contractor subsequent to the execution of this Agreement. "New Records" shall be the exclusive property of the Contractor. The Existing Records and New Records are herein collectively referred to as the "Combined Records."

4. Transfer of Custody. The County hereby transfers custody of the Existing Records to the Contractor for safekeeping and to facilitate the Contractor's continuation of care to patients who elect to be treated by the Contractor. The Contractor shall serve as custodian of the Existing Records for all purposes.

5. Business Associate Agreement. This Agreement is subject to the Health Insurance Portability and Accountability Act **("HIPAA")**, as may be amended from time to time, and the Business Associate Agreement attached hereto and made a part hereof as Exhibit C.

DRAFT

6. Access to Records.

a. The County shall have the right to access the Existing Records for the purposes of investigating or defending medical malpractice claims, for verifying information for billing purposes or for internal or external audits, or for quality assurance reviews. Such records shall be provided within five (5) business days of request by the County. Existing Records requested and subpoenaed by legally authorized persons or entities shall be provided by the Contractor as required by such process.

b. In the event a patient, or other appropriate person under State and federal law (including, without limitation, a parent or guardian of an infant, a committee for an incompetent, a conservator or other person pursuant to court order), requests that a copy of a patient's medical records be provided to such person or to another healthcare provider or other entity pursuant to a HIPAA compliant authorization, the Contractor shall promptly forward a copy of the patient's records; provided, however, that in all instances, the Contractor shall comply with all provisions of State and federal law with respect to the confidentiality and production of such records.

7. Maintenance of Records by the Contractor. The Contractor, as custodian, shall accept, retain and store the Combined Records in accordance with HIPAA and all applicable legal and ethical requirements, as set forth in paragraph 5 above. The Combined Records shall be maintained in a manner that will allow for severance of the Existing Records from the Combined Records.

8. Storage of Records. Existing records shall be stored in a safe, secure, and accessible manner. Electronic documents shall be duplicated or backed up regularly.

9. Record Retention. Existing Records shall be retained for a minimum of ten (10) years from the date of discharge from care or death, or for minors, for three (3) years after the minor reaches the age of majority, which is currently eighteen (18) years of age. Notwithstanding the foregoing, the Contractor must comply with all federal, State and local record retention requirements, including, but not limited to, those for communicable diseases and tuberculosis.

10. Confidentiality.

a. The Contractor expressly agrees to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this Agreement. No disclosure, redisclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The Contractor further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality.

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b. Contractor Responsibilities Regarding AIDS and HIV-Related Information

i.) The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness.

ii.) The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing Services, and in accordance with Section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of State law and regulation.

iii.) The Contractor further agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

This information has been disclosed to you from confidential records that are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

11. Destruction of Records. The Contractor shall be responsible for the ongoing process of identifying records which have met the required retention period and overseeing their destruction. The Contractor shall provide to the County, on a regular basis and at least one (1) month prior to destruction, a list of Existing Records scheduled to be destroyed. The County may request that any record(s) on said list be transferred back to the County for any reason or no reason. Existing Records, whether paper or electronic, shall be destroyed by the Contractor in compliance with applicable record retention schedules, as more fully set forth in paragraph 9 herein. Destruction shall be performed securely, professionally and in compliance with all applicable laws and regulations. The confidentiality of the records shall be maintained at all times. Contractor shall provide a certificate of verified destruction to the County within thirty (30) days of destruction.

12. Indemnification and Defense. The Contractor shall protect, indemnify, and hold harmless the County, its agents, servants, officials, and employees from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses caused by the negligence or any acts or omissions of the Contractor, including reimbursement of the cost of reasonable attorneys' fees incurred by the County,

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its agents, servants, officials, and employees in any action or proceeding arising out of or in connection with this Agreement.

13. Termination of Agreement. In the event that the Contractor ceases to operate the Health Center, this Agreement shall be deemed null and void and Contractor shall arrange to transfer the custody of the Existing Records, as may be directed by the County, to a successor health center or other appropriate health services provider upon the written consent of the County, as set forth in paragraph 15 herein, or to the County at a time and to a location to be determined by the County.

14. Contact Person. Upon execution of this Agreement, each party shall, in writing, designate a contact to whom communications regarding the Services may be directed.

15. Assignment. Contractor shall not delegate its duties under the Agreement, or assign, transfer, convey, sublet, or otherwise dispose of the Agreement, or any of its right, title or interest therein, or its power to execute the Agreement to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void *ab initio*.

16. Application.

a. The terms of this Agreement shall apply to all persons and contractors in the Contractor's employment and facility.

b. Except as otherwise provided herein, all rights and remedies set forth in this Agreement shall be in addition to and not exclusive of any other rights or remedies now or hereafter existing at law or in equity.

17. Notices. Unless otherwise expressly provided herein, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: a) to the Contractor at the address on page 1 of the Agreement and b) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the Contractor relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (6th Floor), Hauppauge, New York, 11788.

18. Independent Contractor. The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Agreement, the Agreement shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

19. Severability. It is expressly agreed that if any term or provision of the Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

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shall not be affected thereby, and every other term and provision of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

20. Waiver. Any consent or waiver executed in writing by a party shall be binding upon such party from and after the date of execution thereof unless a later or earlier date is specified therein. No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or any acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.

21. Headings. All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope of intent of any provisions hereof.

22. Further Assurances. The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may reasonably be necessary and appropriate to achieve the purposes set forth in this Agreement.

23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

24. Venue and Acceptance of Service of Process.

a. The Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

b. At the option of any party bringing such action, proceeding or claim, service of legal process may be made upon any other party by transmitting a copy of such process by registered or certified mail, return receipt requested, postage prepaid, to such other party at the address set forth above. Such mailing shall be deemed personal service and shall be legal and binding upon the party so served in any such action, proceeding or claim.

25. No Intended Third Party Beneficiaries. The Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Agreement and no third party shall have the right to make any claim or assert any right under the Agreement.

26. Entire Agreement. This Agreement is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral. It shall not be changed, except by a writing signed by both parties.

End of Text for Exhibit A

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Exhibit B
Suffolk County Legislative Requirements

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:
Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor – Living Wage Unit Notice of Application for County Compensation (Contract)."

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor – Living Wage Unit Living Wage Certification/Declaration – Subject To Audit."

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3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:
Suffolk County Labor Law Form DOL-LO1; entitled "Suffolk County Department of Labor – Labor Mediation Unit Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of

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which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

Suffolk County Lawful Hiring of Employees Law Form LHE-1; entitled"Suffolk County Department of Labor – Notice Of Application To Certify Compliance With Federal Law (8 U.S.C. Section 1324a) With Respect To Lawful Hiring of Employees."

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Suffolk County Lawful Hiring of Employees Law Form LHE-2; entitled "Affidavit Of Compliance With The Requirements Of 8 U.S.C. Section 1324a With Respect To Lawful Hiring Of Employees"

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

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9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

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13. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

End of Text for Exhibit B

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Exhibit C
HIPAA Business Associate Agreement

Whereas, the Suffolk County Department of Health Services ("Covered Entity" or "County") and the Contractor ("Business Associate") (collectively "Parties") are subject to the Privacy and Security Rules (45 Code of Federal Regulations (CFR) Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA), Public Law 104-191; and

Whereas, the Parties are also subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which was adopted as part of the American Recovery and Reinvestment Act of 2009 and which, along with HIPAA and the Privacy and Security Rules, imposed new requirements on Business Associates with respect to the privacy, security, and breach notification of Protected Health Information; and

Whereas, in the course of rendering services for Covered Entity pursuant to the Contract, as that term is defined herein, Business Associate may come into contact with, use, or disclose Protected Health Information, as that term is also defined herein; and

Whereas, the Federal privacy and security regulations set forth at 45 CFR Part 160 and 164, require Covered Entity to have a written memorandum with each of its Business Associates, pursuant to which Covered Entity obtains satisfactory assurances that Business Associate will appropriately safeguard Protected Health Information that Business Associate may create or receive from or on behalf of the Covered Entity.

Now, therefore, in furtherance of their obligations under the Federal regulations regarding HIPAA and HITECH and for the term set forth on page one of the Contract, the Parties agree to the following terms and conditions:

I. General

1. HIPAA, HITECH and Omnibus Rule Compliance.

a. Business Associate and Covered Entity hereby agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this HIPAA Business Associate Agreement ("BA Agreement") between Business Associate and Covered Entity as if set forth in this BA Agreement in their entirety.

b. Business Associate shall, and shall require its agents or subcontractor(s), to be aware of the provisions of the "Omnibus Final Rule, 45 CFR Parts 160 and 164 Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Genetic Information Nondiscrimination Act (GINA); Other Modifications to the HIPAA Rules" ("Omnibus Final Rule") that was published in the Federal Register on January 25, 2013, and effective March 26, 2013. Business Associate shall be in compliance on or before the enforcement date of the Omnibus Final Rule.

c. Business Associate shall cooperate with Covered Entity in executing any appropriate agreements necessary for compliance with HIPAA, HITECH, the

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Omnibus Final Rule, and any other federal and state laws and regulations relating to the protection and confidentiality of health information.

2. Definitions

a. General. Terms used but not otherwise defined in this HIPAA Business Associate Agreement ("BA Agreement") shall have the same meaning as those terms in the Privacy Rule and the Security Rule as further defined below.

b. Specific

i. "Breach" means acquisition, access, use, or disclosure, of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security or privacy of the Protected Health Information, as further defined in 45 CFR §164.402.

ii. "Breach Notification Rule" means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164.

iii. "Contract" means that agreement between Covered Entity and Business Associate pursuant to which the Underlying Services are provided, including any amendments or extensions thereto.

iv. Designated Record Set means:

(1) A group of records maintained by or for Covered Entity that is:

(i) The medical records and billing records about individuals maintained by or for a Covered Entity health care provider;

(ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for Covered Entity.

v. "Electronic Protected Health Information" or "EPHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information that Business Associate receives, creates, maintains, uses, discloses, or transmits from, or on behalf of, Covered Entity.

vi. "Individual" has the same meaning as set forth in 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

vii. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at set forth in 45 CFR parts 160 and 164.

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viii. "Protected Health Information" or "PHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity. Protected Health Information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity shall include records of all services provided at Business Associate's facilities at the time such services are provided.

ix. "Required by Law" has the same meaning as set forth in 45 CFR § 164.103.

x. "Secretary" means the Secretary of the United States Department of Health and Human Services (HHS) or his/her designee.

xi. "Security Incident" has the same meaning set forth at 45 CFR § 164.304.

xii. "Security Rule" means the Security Standards set forth at 45 CFR Parts 160 and 164.

xiii. "Underlying Services" means, to the extent and only to the extent they involve the creation, maintenance, or transmission of PHI, the services performed by Business Associate for Covered Entity pursuant to the Contract.

xiv. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as set forth in CFR § 164.402.

II. Privacy Rule

A. Obligations and Activities of Business Associate

1. Compliance.

a) Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by the Contract or as Required by Law. In the event of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.

b) In those instances where Covered Entity has delegated a duty of the Covered Entity to Business Associate and where such duty involves activities that are subject to the regulation of the Privacy Rule and/or the Security Rule, Business Associate shall comply with all provisions and requirements of the Privacy Rule and/or the Security Rule as would be applicable to Covered Entity were Covered Entity performing such duty.

c) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

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2. **Privacy Safeguards and Policies**. Business Associate agrees to use all appropriate safeguards to prevent use or disclosure of PHI or EPHI in violation of the Privacy Rule, the Security Rule, or as may otherwise be prohibited by the Contract. This includes, but is not necessarily limited to, Business Associate implementing administrative, physical, and technical safeguards to reasonably and appropriately protect PHI against any reasonably anticipated threats or hazards, by utilizing the technology commercially available to Business Associate.

   Without limiting the generality of the foregoing sentence, Business Associate will:

   a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by the Security Rule;

   b) Ensure that any agent(s) or subcontractor(s) of Business Associate, to whom Business Associate provides EPHI, agrees in writing to implement reasonable and appropriate safeguards to protect EPHI;

   c) Immediately report to Covered Entity any use or disclosure of PHI not provided for by this BA Agreement of which Business Associate becomes aware in accordance with 45 CFR § 164.504(e)(2)(ii)(C); and

   d) Immediately report to Covered Entity any breaches of Unsecured Protected Health Information as set forth in 45 CFR § 164.410 and any Security Incident of which it becomes aware.

3. **Potential Breach and Breach.**

   a) Business Associate agrees to exercise reasonable diligence, and implement reasonable systems, for the discovery of any attempted, or successful, acquisition, access, use, or disclosure which is not permitted under 45 CFR 164 subpart E, of the Privacy Rule (hereinafter, "Potential Breach"), and immediately report to Covered Entity any such Potential Breach.

   b) Business Associate agrees to assist Covered Entity in compliance with the Breach Notification Rule, including, but not limited to, agreeing to report to Covered Entity any modification, destruction of information, or interferences with system operations (e.g., operation of its information systems) of which it becomes aware.

   c) In recognition of Covered Entity's responsibility under the Breach Notification Rule to notify the subject of any Breach of PHI in violation of the Privacy Rule without unreasonable delay, but in no case later than sixty (60) days after discovery of a Breach, and in recognition that the date of the discovery of the Breach by Business Associate is imputed to Covered Entity, Business Associate shall transmit a report of a Breach or Potential Breach to Covered Entity immediately, but in no event later than three (3) days after discovery of any Breach or Potential Breach. Such reports shall be directed to the attention of Covered Entity's HIPAA Privacy Officer.

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d) Such reports shall include: date of report; date of Breach or Potential Breach; discovery date of Breach or Potential Breach; name, address and telephone number of any patient affected; description of what happened, including the names of any staff involved, types of information involved, whether the information was Unsecured Protected Health Information; description of what is being done to investigate and mitigate; steps patient(s) should take to protect themselves from harm resulting from Potential Breach; whether subject is living or deceased (if known); if deceased, name of next of kin or personal representative (if known); name, title and telephone number of submitting staff member.

e) In the event that all facts and circumstances surrounding the Breach or Potential Breach are not known at the time of the report to Covered Entity, Business Associate shall continue its investigation and shall immediately provide Covered Entity's HIPAA Privacy Officer with all additional information resulting from such continued investigation.

f) Business Associate shall promptly provide such additional information as is reasonably requested by Covered Entity to facilitate Covered Entity's analysis and determination of whether the Potential Breach is a Breach requiring notification of the subject of the breached PHI.

g) Where Breach notification to the patient is required, after consultation with Business Associate, Covered Entity shall determine whether such Breach notification will be provided by Covered Entity or by Business Associate.

h) Business Associate agrees to require its employees, agents, and subcontractors, to immediately report to Business Associate a Breach or Potential Breach. Immediately upon receipt of such report, Business Associate shall notify Covered Entity as set forth in sections II.A.3. c-g above.

i) Failure to timely report a Breach or Potential Breach to Covered Entity may result in cancellation of the Contract.

j) Business Associate agrees to mitigate any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Privacy Rule or any other laws, rules or regulations pertaining to the protection and confidentiality of health information.

4. **Business Associate's Agents and Subcontractors**. Business Associate agrees to ensure that any of its agents or subcontractors that receive, create, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

5. **Access to Designated Record Sets.**

a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.524, to the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at

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the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set.

b) The Covered Entity shall forward to Business Associate in a timely manner an Individual's request for access to, or a copy of, such Individual's PHI that is in the possession of Business Associate and/or Business Associate's agent(s) and/or Business Associate's subcontractor(s). Business Associate shall then make available the Individual's PHI to the Individual in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524.

c) If Business Associate receives a request directly from an Individual for access to or a copy of the Individual's PHI and the PHI is in the sole possession of Business Associate and/or Business Associate's agents and/or Business Associate's subcontractor(s), Business Associate shall provide the Individual with access to or copies of the Individual's PHI in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524. Business Associate shall notify Covered Entity, in such form and manner as may be requested by Covered Entity, of the Individuals to whom it provided PHI in accordance with this subsection.

d) If Business Associate receives a request for PHI not in its possession and in the possession of Covered Entity or receives a request from other than the Individual or Covered Entity, Business Associate shall promptly forward the request to Covered Entity, to the attention of Covered Entity's HIPAA Privacy Officer. Business Associate shall then assist Covered Entity as necessary in responding to the request in the manner required by 45 CFR § 164.524.

e) If Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as the regulations permit.

6. **<u>Amendments to Designated Record Sets</u>.**

a) At the request of Covered Entity, Business Associate agrees to make any amendment(s) to an Individual's PHI in a Designated Record Set which may be in possession of Business Associate and which Covered Entity granted pursuant to 45 CFR §164.526. Business Associate agrees to make such amendments in the time and manner designated by Covered Entity in order to assist with Covered Entity's compliance with 45 CFR §164.526.

b) If a request for amendment is made directly to Business Associate by an Individual, Business Associate shall consult with Covered Entity as to the request and act on such request in the same manner and time frame as would be required for Covered Entity by 45 CFR §164.526. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the action taken regarding such request.

7. **<u>Accountings of Disclosures</u>.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered

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Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. **Requests for Accountings of Dislcosures**.

   a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.528, Business Associate agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, information collected in accordance with Section II.A.7. of this BA Agreement.

   b) If a request for information collected in accordance with Section II.A.7. of this BA Agreement is made directly to Business Associate by an Individual, Business Associate shall act on such request in the manner and time frame as would be required for Covered Entity by 45 CFR §164.528. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the information provided to the Individual.

9. **Access to Books and Records**. Business Associate shall make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to Covered Entity, or to the Secretary, in a time and manner requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

B. **Permitted Uses and Disclosures by Business Associate**.

1. **Contract**. Business Associate may create, maintain, or transmit PHI solely (1) as necessary to provide the Underlying Services to Covered Entity, provided that such disclosure is in compliance with each applicable requirement of the Privacy Rule and/or the Security Rule, (2) as required by Law or (3) as expressly otherwise authorized under this BA Agreement. Business Associate shall not create, maintain, or transmit PHI for any other purpose or in any other manner.

2. **Use and Disclosure for Administration of Business Associate**. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI for the proper management and administration of the health care operations of Business Associate or to carry out the legal responsibilities of Business Associate with respect to its health care operations provided that any such disclosures are Required by Law or that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. **Minimum Necessary**.

1. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to

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accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.

2. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.

3. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

D. **Permissible Requests by Covered Entity**. Except as set forth herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

III. Security Rule Compliance

A. Obligations and Activities of Business Associate

1. **Compliance**. Business Associate must comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule, including, without limitation, compliance with the provisions of 45 CFR 164 Subpart C. In case of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.

2. **Security Safeguards and Policies**.

   a) Business Associate agrees to ensure that it has implemented administrative, physical and technical safeguards in accordance with the provisions of 45 CFR §§ 164.308, 164.310, and 164.312, which safeguards reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. This includes, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect Covered Entity's PHI against any reasonably anticipated threats or hazards.

   b) Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. Business Associate shall maintain appropriate documentation of its compliance with the Security Rule, including, but not limited to, documentation related to its assessment of security risks.

3. **Security Provisions in Business Associate Contracts**. In accordance with 45 CFR § 164.308(b)(2), Business Associate agrees to ensure that any of its agents or subcontractors, that receive, create, maintain, or transmit electronic PHI on behalf of Business Associate agree, in writing, to comply with 45 CFR 164 Subpart C and

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agree to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

4. **Reporting of Security Incidents**. Business Associate shall immediately report to Covered Entity's Privacy Officer any Security Incident (as defined by the Security Rule) of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C).

5. **Security Compliance Review Upon Request**. Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the security of EPHI received from, created by or received by Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.

6. **Cooperation in Security Compliance**. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security Rule.

B. **Electronic Transaction Standards**.

1. Business Associate shall, to the extent applicable, comply with all HIPAA standards and requirements with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions").

2. Business Associate shall make software which it licenses to Covered Entity, if any, perform all Covered Transactions compliant, to the extent applicable, with HIPAA, HITECH, the Privacy Rule, and the Security Rule.

3. Business Associate represents and warrants that it is aware of all current HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements which become effective from time to time. Business Associate agrees that its compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

IV. Term and Termination.

A. **Term.** Subject to section IV.D. below this BA Agreement shall be effective as of the effective date of the Contract and shall terminate on the date set forth on page 1 of the Contract, inclusive of options, 1) unless such term is amended by the Parties, in which case this BA shall terminate on the date set forth in such amendment or 2) unless terminated sooner by the Covered Entity pursuant to the terms of the Contract or this BA Agreement.

B. **Termination for Cause**. Business Associate authorizes termination of the Contract, including this BA Agreement, by Covered Entity, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the BA Agreement and, if an opportunity to cure is granted by Covered Entity, Business Associate has not cured the violation within the time specified by Covered Entity. It shall be in the sole discretion of

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Covered Entity as to whether to provide an opportunity to cure a violation of this BA Agreement prior to terminating the Contract for cause pursuant to this section.

C. Obligations of Business Associate Upon Termination.

1. Upon expiration or termination of this Agreement for any reason, Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form, including, without limitation, in electronic form. In lieu of returning such PHI, Covered Entity, in its sole discretion, may agree to allow Business Associate to destroy such PHI. In either event, Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of Business Associate's agents or subcontractors. Business Associate's agents and subcontractors shall not retain copies of PHI.

2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Covered Entity, in its sole discretion, determines that that return or destruction of PHI is not feasible, Business Associate shall:

   a) extend the protections for PHI set forth in this BA Agreement to such PHI;

   b) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the protected health information for as long as business associate retains the PHI; and

   c) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained, subject to the same conditions set forth in this BA Agreement as applied prior to termination or expiration.

D. Survival. The terms of this BA Agreement and the obligations of the Business Associate hereunder shall survive the termination or expiration of this BA Agreement and shall remain in effect until all PHI is destroyed or returned to Covered Entity.

V. Miscellaneous.

A. Regulatory References. A reference in this BA Agreement to a section in HIPAA or HITECH or any of the rules, regulations or federal guidance issued under HIPAA or HITECH means the section as in effect or as amended.

B. Amendment. The Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and/or HITECH.

C. Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA and/or HITECH.

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D. Conflict in Terms.

a) The terms of this BA Agreement are hereby incorporated in their entirety into the Contract.

b) Except as otherwise set forth in the BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Contract, the terms of this BA Agreement shall prevail with respect to PHI or EPHI.

c) The terms of the Contract which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. The Contract, together with this BA Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original.

E. Other Obligations. This BA Agreement does not affect any other terms or obligations in the Contract between the Parties with respect to matters not involving the confidentiality, use, or disclosure of PHI or EPHI. This BA Agreement, however, does supersede all other obligations in the Contract between the Parties to the extent they involve the confidentiality, use, or disclosure of PHI or EPHI.

End of Text for Exhibit C

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Exhibit 6 MLK Health Center Equipment and Furnishings Transfer List

WASP Tag	Description	Location	Serial No	Condition	Manufacturer	Model	Purchase Cost
230	Autoclave with Printer	M L K HEALTH CENTER	131007C00135	Good			5,995.00
231	Ultrasound System for OB/GYN	M L K HEALTH CENTER	038Z7Y	Good			27,757.00
533	X-RAY PROCESSOR	ML KING HEALTH CTR WYANDANCH	N/A				9,058.56
535	EMBOSSER	ML KING HEALTH CTR WYANDANCH	10960				7,425.74
536	DATACARD 275 EMBOSSING SYSTEM	ML KING HEALTH CTR WYANDANCH	12646				7,878.52
537	FIBEROPTIC SIGMOIDOFIBE RSCOPE	ML KING HEALTH CTR WYANDANCH	2003425				5,706.00
538	BONE MINERAL DENSITY ASSMT SYS	ML KING HEALTH CTR WYANDANCH	3034T				15,995.00
539	VIDEO COLPOSCOPE W/VERTCL STND	ML KING HEALTH CTR WYANDANCH	0				5,495.00
540	IMAGE SYSTEM FOR COLPOSCOPY	ML KING HEALTH CTR WYANDANCH	CL15110-88700-065				7,395.00
541	Video Security Monitoring Syst	ML KING HEALTH CTR WYANDANCH	78810086	Good			14,070.00
543	POWER EXAMINATION TABLE	ML KING HEALTH CTR WYANDANCH	V40431	Fair			6,500.00
2397	addressograph -700	M L K HEALTH CENTER	12154	Fair	Trac	700	500.00
2618	addressograph	M L K HEALTH CENTER	11397	Fair	0	860	500.00
2700	addressograph 860	M L K HEALTH CENTER	8600001236	Good	Newbold	860	500.00
3369	addressograph-2000	M L K HEALTH CENTER	2000090153	Good	ADDRESSOGRAPH	2000	500.00
3467	Exam Table - UMF 5105	ML KING HEALTH CTR WYANDANCH	28602	Good	UMF	5105	1,600.00
3468	Exam Table - UMF	ML KING HEALTH CTR WYANDANCH		Good	UMF	5120	1,600.00
3469	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3470	Infant Exam-Scale	ML KING HEALTH CTR WYANDANCH		Good			2,932.00
3471	FREEZER	ML KING HEALTH CTR WYANDANCH		Good			750.00
3472	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000072337	Fair	Newbold	2000	500.00
3473	addressograph	ML KING HEALTH CTR WYANDANCH	8600001117	Good	0	860	500.00
3474	refrigerator - RTF	ML KING HEALTH CTR WYANDANCH	Aug-73	Good	RTF Mfg.	HC-20HTTG	4,500.00
3475	addressograph	ML KING HEALTH CTR WYANDANCH	8600042337	Good	0	860	500.00
3476	Crash Cart	ML KING HEALTH CTR WYANDANCH		Good	0	0	1,500.00
3477	Infant Exam Table - UMF	ML KING HEALTH CTR WYANDANCH		Good	UMF	5902	2,932.00
3478	Embosser - 280	ML KING HEALTH CTR WYANDANCH	7944	Fair	DataCard	280	10,400.00
3479	EKG MACHINE	ML KING HEALTH CTR WYANDANCH	CP200	Good	Welch Allen		6,660.61
3607	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH	47894	Good	UMF	5110	1,600.00
3608	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3609	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3610	Exam Table Ritter 230	ML KING HEALTH CTR WYANDANCH		Good	Ritter	230	1,600.00
3612	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH		Good	UMF	5110	1,600.00
3613	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3614	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3616	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3617	addressograph	ML KING HEALTH CTR WYANDANCH	34615	Good	0	860	500.00
3618	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000047920	Fair	Newbold	2000	500.00
3619	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000069312	Fair	Newbold	2000	500.00
3620	Digital BP	ML KING HEALTH CTR WYANDANCH	AAW047301605A	Good	GE	DPC420N	500.00
3621	Digital BP	ML KING HEALTH CTR WYANDANCH	030M1398091	Good	GE	DPC420N	500.00
3622	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH	33104	Good	UMF	5110	1,600.00
3623	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3624	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3625	Emerald E-3 Flexion Table	ML KING HEALTH CTR WYANDANCH	IES/E31110042654	Good			5,045.00
3626	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3627	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3628	Exam Light - Overhead	ML KING HEALTH CTR WYANDANCH	224100	Good	Burton	9151	750.00
3629	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH	47894	Good	UMF	5110	1,600.00
3630	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3631	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3632	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH		Good	UMF	5110	1,600.00
3633	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3634	Infant Exam Table - UMF	ML KING HEALTH CTR WYANDANCH		Good	UMF	5902	2,932.00
3635	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH	47894	Good	UMF	5110	1,600.00
3636	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3637	Infant Exam Table - UMF	ML KING HEALTH CTR WYANDANCH		Good	UMF	5902	2,932.00
3638	Exam Table - UMF	M L K HEALTH CENTER		Good	UMF	5120	1,600.00
3639	Wall Mounted Otoscope	M L K HEALTH CENTER		Good	Welch Allyn	767 Wall Transformer	549.00
3640	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3642	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3643	Infant Table/Scale	M L K HEALTH CENTER		Good	UMF	0	1,600.00
3644	Exam Table - UMF 5105	ML KING HEALTH CTR WYANDANCH	28602	Good	UMF	5105	1,600.00
3646	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3647	addressograph -700	ML KING HEALTH CTR WYANDANCH	12782	Good	Trac	700	500.00
3648	ekg machine GE 1200	ML KING HEALTH CTR WYANDANCH	550029766	Good	GE	MAC 1200	4,000.00
3649	EKG MACHINE	ML KING HEALTH CTR WYANDANCH	1.05171E+11	Good	Welch Allen		4,000.00
3650	Exam Table - 104	ML KING HEALTH CTR WYANDANCH	KC004991	Good	Ritter	104	1,600.00
3651	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000047922	Fair	Newbold	2000	500.00
3652	Exam Table Ritter 411	ML KING HEALTH CTR WYANDANCH	AU008651	Good	Midmark	411	1,600.00
3653	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3654	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3655	addressograph -700	ML KING HEALTH CTR WYANDANCH	12781	Good	Trac	700	500.00
3656	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3657	IVAC Vital Check	ML KING HEALTH CTR WYANDANCH	40563000	Good	Alaris	4416 C	500.00
3658	IVAC Vital Check	ML KING HEALTH CTR WYANDANCH	102003087B	Good	Alaris	4416 C	500.00
3659	IVAC Vital Check	ML KING HEALTH CTR WYANDANCH	405602998	Good	Alaris	4416 C	500.00
3661	Vit Dynalab procare	ML KING HEALTH CTR WYANDANCH	030M1708033	Good			1,000.00
3707	Sonogram	ML KING HEALTH CTR WYANDANCH		Good	Titan		5,000.00
3709	Fetal Monitor Printer	ML KING HEALTH CTR WYANDANCH	13000684	Good	Corometrics	155	500.00
3710	Fetal Doppler - Portable	ML KING HEALTH CTR WYANDANCH		Good	Huntleigh		595.00
3711	Fetal Doppler - Portable	ML KING HEALTH CTR WYANDANCH		Good	Huntleigh		595.00
3712	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000072336	Fair	Newbold	2000	500.00
3713	addressograph -700	ML KING HEALTH CTR WYANDANCH	12752	Good	Trac	700	500.00
3714	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH	47894	Good	UMF	5110	1,600.00
3716	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3717	POWER EXAMINATION TABLE	ML KING HEALTH CTR WYANDANCH	V775753	Fair			6,490.00
3718	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3719	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3720	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH	47894	Good	UMF	5110	1,600.00
3721	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00

3722	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3723	Exam Table	ML KING HEALTH CTR WYANDANCH	HL-001177	Good			1,600.00
3724	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3725	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3726	ZOOMSCOPE	ML KING HEALTH CTR WYANDANCH	90604370	Good			5,015.05
3727	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH	47894	Good	UMF	5110	1,600.00
3728	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
3729	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3730	addressograph -700	ML KING HEALTH CTR WYANDANCH	11315	Good	Trac	700	500.00
3731	blood drawing chair - UMF	ML KING HEALTH CTR WYANDANCH		Good	UMF	62044	500.00
3732	blood drawing chair - UMF	ML KING HEALTH CTR WYANDANCH		Good	UMF	62044	500.00
3733	blood drawing chair - UMF	ML KING HEALTH CTR WYANDANCH		Good	UMF	62044	500.00
3734	EMEVS	ML KING HEALTH CTR WYANDANCH	207432723	Good	Verifone	3750	819.00
3735	addressograph -700	ML KING HEALTH CTR WYANDANCH	12751	Good	Trac	700	500.00
3736	addressograph -700	ML KING HEALTH CTR WYANDANCH	11317	Good	Trac	700	500.00
3737	addressograph -700	ML KING HEALTH CTR WYANDANCH	12750	Good	Trac	700	500.00
3738	EMEVS	ML KING HEALTH CTR WYANDANCH	207504044	Good	Verifone	3750	819.00
3739	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000072340	Good	Newbold	2000	500.00
3740	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000072343	Good	Newbold	2000	500.00
3741	Datacard 275 Embosser	ML KING HEALTH CTR WYANDANCH	16720	Good			7,361.59
3742	X Ray Light 4 Panel	ML KING HEALTH CTR WYANDANCH		Good			500.00
3743	FILM PROCESSOR - KM	ML KING HEALTH CTR WYANDANCH	105218769	Good	Konica Minolta	SRX-101A	10,400.00
3744	X-Ray Table	M L K HEALTH CENTER	1002	Fair			5,000.00
3745	X-Ray Plate - summit	M L K HEALTH CENTER	10	Fair	Summit		5,000.00
3746	X-Ray Tube	M L K HEALTH CENTER	9J632	Fair	Summit		5,000.00
3747	C-ARM FLUOROSCOPY X-RAY	ML KING HEALTH CTR WYANDANCH	ND017-0198	Fair			104,718.56
3748	arm column	M L K HEALTH CENTER		Fair	Summit		5,000.00
3751	addressograph -700	ML KING HEALTH CTR WYANDANCH	13135	Good	Trac	700	500.00
3752	EMEVS	ML KING HEALTH CTR WYANDANCH	710887680	Good	Verifone	3750	819.00
3753	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000072339	Good	Newbold	2000	500.00
3754	addressograph -700	ML KING HEALTH CTR WYANDANCH	11997	Good	Trac	700	500.00
3755	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000072341	Good	Newbold	2000	500.00
3756	audiometer - maico	ML KING HEALTH CTR WYANDANCH		Good	Maico	MA40	500.00
3757	Tympanomètre	ML KING HEALTH CTR WYANDANCH	AS063952	Good	Welch Allyn	TM262	1,000.00
3758	Tympanomètre	ML KING HEALTH CTR WYANDANCH	20031121	Good	Welch Allyn	TM262	1,000.00
3759	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000072342	Good	Newbold	2000	500.00
3760	EMEVS	ML KING HEALTH CTR WYANDANCH	710062212	Good	Verifone	3750	819.00
3761	EMEVS - 3740	ML KING HEALTH CTR WYANDANCH	766242032	Good	Verifone	3740	819.00
3762	EMEVS	ML KING HEALTH CTR WYANDANCH	207432104	Good	Verifone	3750	819.00
3763	addressograph -700	ML KING HEALTH CTR WYANDANCH	12753	Good	Trac	700	500.00
3764	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000069313	Good	Newbold	2000	500.00
3765	addressograph	ML KING HEALTH CTR WYANDANCH	8600083784	Good	0	860	500.00
3766	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000047921	Good	Newbold	2000	500.00
3767	addressograph -700	ML KING HEALTH CTR WYANDANCH	11996	Good	Trac	700	500.00
3768	Exam Table - 5110	ML KING HEALTH CTR WYANDANCH	47894	Good	UMF	5110	1,600.00
3769	Infant Table/Scale	M L K HEALTH CENTER		Good	UMF	0	1,600.00
3770	Wall Mounted Otoscope	ML KING HEALTH CTR WYANDANCH		Good	Welch Allyn	767 Wall Transformer	549.00
3771	addressograph - 2000	ML KING HEALTH CTR WYANDANCH	2000072338	Good	Newbold	2000	500.00
3772	EMEVS	ML KING HEALTH CTR WYANDANCH	207432528	Good	Verifone	3750	819.00
3773	COLPOSCOPE	ML KING HEALTH CTR WYANDANCH		Fair			5,076.47
5655	Exam Table - UMF	M L K HEALTH CENTER		Good	UMF	5120	1,600.00
6924	Exam stool	M L K HEALTH CENTER		Good			140.00
6925	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6926	Wall Mounted Otoscope	M L K HEALTH CENTER		Good	Welch Allyn	767 Wall Transformer	549.00
6927	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6928	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6929	Exam stool	M L K HEALTH CENTER		Good			140.00
6930	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6931	EXAM LIGHT	M L K HEALTH CENTER		Good	WELCH-ALLYN		500.00
6932	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6933	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6934	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6935	Wall Mounted Otoscope	M L K HEALTH CENTER		Good	Welch Allyn	767 Wall Transformer	549.00
6936	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6937	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6938	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6939	Wall Mounted Otoscope	M L K HEALTH CENTER		Good	Welch Allyn	767 Wall Transformer	549.00
6940	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6941	IVAC Vital Check	M L K HEALTH CENTER		Good	Alaris	4416 C	500.00
6942	Sonogram Unit	M L K HEALTH CENTER	3244SG1	Good			5,000.00
6943	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6944	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6945	Vital Sign Monitor GE	M L K HEALTH CENTER		Good	GE	GE-V100	2,025.00
6946	Exam stool	M L K HEALTH CENTER		Good			140.00
6947	Exam stool	M L K HEALTH CENTER		Good			140.00
6948	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6949	Exam stool	M L K HEALTH CENTER		Good			140.00
6950	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6951	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6952	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6953	Exam stool	M L K HEALTH CENTER		Good			140.00
6954	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6955	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6956	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6958	HEPA Filtration System	M L K HEALTH CENTER	600HHCU	Good	Pure Air	600HHCU	7,500.00
6960	Exam stool	M L K HEALTH CENTER		Good			140.00
6961	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6962	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6963	Exam stool	M L K HEALTH CENTER		Good			140.00
6964	Exam stool	M L K HEALTH CENTER		Good			140.00
6965	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6966	Wall Mounted Otoscope	M L K HEALTH CENTER		Good	Welch Allyn	767 Wall Transformer	549.00
6967	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00

6968	Exam Table - UMF	M L K HEALTH CENTER		Good	UMF	5120	1,600.00
6969	Exam stool	M L K HEALTH CENTER		Good			140.00
6970	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6971	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6972	Exam stool	M L K HEALTH CENTER		Good			140.00
6973	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6974	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6975	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6976	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6977	Exam stool	M L K HEALTH CENTER		Good			140.00
6978	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6979	Exam stool	M L K HEALTH CENTER		Good			140.00
6982	Exam stool	M L K HEALTH CENTER		Good			140.00
6983	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6984	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6985	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH		Good	WELCH-ALLYN		500.00
6986	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6987	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
6988	Exam stool	M L K HEALTH CENTER		Good			140.00
6989	Exam stool	M L K HEALTH CENTER		Good			140.00
6990	Scale with height bar	M L K HEALTH CENTER		Good	Detecto		250.00
6991	Wall Mounted BP	M L K HEALTH CENTER		Good	Welch Allyn		250.00
100033	Power Exam Table w/foot pedal	ML KING HEALTH CTR WYANDANCH	V887656	Excellent	Midmark Ritter	75E	6,054.00
100034	EXAM LIGHT	ML KING HEALTH CTR WYANDANCH	100526	New	WELCH-ALLYN		658.00
100254	UNDER THE COUNTER REFRIGERATOR	ML KING HEALTH CTR WYANDANCH	110100042	New	Sanyo		1,124.00
110105	STANDARD COMPUTER	ML KING HEALTH CTR WYANDANCH	6CNJGQ1	New	DELL		639.46
110106	STANDARD COMPUTER	ML KING HEALTH CTR WYANDANCH	6CMFGQ1	New	DELL		639.46
110109	STANDARD COMPUTER	ML KING HEALTH CTR WYANDANCH	6CPDGQ1	New	DELL		639.46
120035	THERMAL PRINTER	ML KING HEALTH CTR WYANDANCH	2.37091E+15	New	STAR-CUSTOM COMPUTER		523.17
120041	THERMAL PRINTER	ML KING HEALTH CTR WYANDANCH	2.37091E+15	New	STAR-CUSTOM COMPUTER		523.17
120052	CAMERA FOR COLPOLSCOPE UNIT	ML KING HEALTH CTR WYANDANCH	07K0277	New			3,195.00
120053	COLPOLSCOPE UNIT	ML KING HEALTH CTR WYANDANCH	212002	New			5,195.00
120182	SHREDDER	ML KING HEALTH CTR WYANDANCH	YE08249H	New	WORLD CLASS BUSINESS PRODUCTS		105.56
						TOTAL	458,683.38

End of Text for Exhibit 6

1582

Intro. Res. No. -2014
Introduced by Legislator Hahn

Laid on Table 6/3/14

RESOLUTION NO. -2014, DIRECTING THE POLICE DEPARTMENT TO STUDY THE FEASIBILITY OF UTILIZING NEXT GENERATION 911 TECHNOLOGY

WHEREAS, the County of Suffolk routinely seeks to improve law enforcement through innovations in technology; and

WHEREAS, cellular phones have evolved considerably since their inception and most are now equipped with cameras and video capability; and

WHEREAS, photos and videos taken on cellular phones can be transmitted to other devices via text messages; and

WHEREAS, the federal government has developed standards for Next Generation 911 ("NG-911") systems; and

WHEREAS, NG-911 systems are being used in several counties in Illinois, and are being tested by local governments in New York, Washington, Montana, Minnesota and Indiana; and

WHEREAS, Suffolk County should examine the feasibility of updating the County's 911 system to NG-911; now, therefore be it

1st **RESOLVED**, that the Suffolk County Police Department's Division of Information Technology is hereby authorized, empowered and directed to study the feasibility of upgrading the current 911 system to Next Generation 911 technology; and be it further

2nd **RESOLVED**, that the study shall include, but not be limited to, an analysis of the NG-911 system, including its benefits and drawbacks, the costs associated with conversion, and the amount of training that would be necessary to ensure County employees can use and maintain the system efficiently; and be it further

3rd **RESOLVED**, that a written report on the Department's findings and determinations, together with its recommendations, shall be provided to the County Executive and each member of the County Legislature; and be it further

4th **RESOLVED**, that the study shall be completed and the written report filed within 120 days of the effective date of this resolution; and be it further

5th **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-study-next-generation-911-technology